

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Health Services Agency

BOARD AGENDA # B-11

Urgent

Routine

AGENDA DATE April 16, 2013

CEO Concurs with Recommendation YES *phw*
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Mountain Valley Emergency Medical Services Agency's Ambulance Provider Agreements for Stanislaus County and Approval to Use the System Enhancement Funds for Public Agency Cost to Implement the Emergency Dispatch Virtual Integration Project

STAFF RECOMMENDATIONS:

1. Approve the new Mountain Valley Emergency Medical Services Agency (MVEMSA) five-year Ambulance Provider Agreements for Stanislaus County that incorporated policy direction given by the Board of Supervisors on September 25, 2012 such as to improve response time compliance, define and negotiate reimbursement for service delivery support arrangements, and integrate emergency dispatch services.

(Continued on Page 2)

FISCAL IMPACT:

Approval of these recommendations would not have a direct fiscal impact on the county's budget. An estimated future increase in expenditures by the Joint Powers Agency for Stanislaus Regional 911 (SR-911) and potentially other public dispatch entities of \$150,000 - \$250,000 would be funded from an accumulated "systems enhancement" account held by MVEMSA to support a virtual integration project.

BOARD ACTION AS FOLLOWS:

No. 2013-156

On motion of Supervisor Withdraw, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

MOTION: Amended Staff Recommendation No. 1 amending the proposed agreements to include mutually agreeable language that (1) acknowledges that implementation of the Affordable Care Act may affect reimbursable costs due to the increase in availability of insurance coverage; and (2) authorizes the Administrator to negotiate decreases in rates based upon review of year-end financials; and, approved Staff Recommendations Nos. 1 and 2 as amended

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS (Continued):

2. Approve the future use of the System Enhancement funds held by MVEMSA to pay for the Virtual Integration (CAD to CAD) project expenses to be incurred by one or more publicly operated Public Safety Answering Points (PSAP).

DISCUSSION:

Under the Health and Safety Code, Division 2.5, Chapter 4, Article 1, Section 1797.200, "Each county may develop an emergency medical services program. Each county developing such a program shall designate a local EMS agency which shall be the county health department, an agency established and operated by the county, an entity with which the county contracts for the purposes of local emergency medical services administration, or a joint powers agency created for the administration of emergency medical services by agreement between counties or cities and counties pursuant to the provisions of Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code". Stanislaus County participates in a Joint Powers Agency (JPA), the Mountain Valley Emergency Medical Services Agency (MVEMSA), and has addressed various related policy matters as contained in Stanislaus County Ordinance 6.70.

Efforts during 2009 and 2010 by Stanislaus County leadership focused on assessing the appropriateness of a JPA model versus other alternatives, and then on improving the relationship with the JPA and strength of the MVEMSA leadership.

Efforts since that time have been focused on collaborating with MVEMSA leadership to improve the operations of the MVEMSA and to develop methods to improve service delivery and dispatch effectiveness. There are various and significant stakeholders involved in the provision of emergency medical services, from providers, fire agencies, and dispatch agencies. This has been a collaborative approach to strength the requirements and provision of emergency medical services in our County. Key stakeholders include the Emergency Medical Services Committee, the Health Services Agency, the Public Health Officer, the Office of Emergency Services, MVEMSA, ambulance providers, fire agency representatives, law enforcement, dispatch agencies and others.

On September 25, 2012, the Board of Supervisors approved multiple recommendations to provide policy direction for new five year Ambulance Provider Agreements. The key components of this policy direction included:

- Improved Response Time Compliance for better services to the Community-based on existing Exclusive and Non-Exclusive Zones and Response Time Requirements.

Approval of Mountain Valley Emergency Medical Services Agency's Ambulance Provider Agreements for Stanislaus County and Approval to Use the System Enhancement Funds for Public Agency Cost to Implement the Emergency Dispatch Virtual Integration Project

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- Phased and Increased Integrated Emergency Medical Call taking and Dispatch. Ambulance Providers acknowledgment that Stanislaus County's intent is to increase the integration of call-taking and emergency dispatch functions
- Tightened Service Fulfillment by Ambulance Providers including new formal sub-contractual relationships with other entities such as Fire Agencies. Ambulance providers are responsible for comprehensive services necessary for medical emergency response and transport. To the extent supportive services are needed from fire agencies to provide these comprehensive medical response services, agreements must be reached between the providers and the fire agency, including reimbursement for service delivery support.

As approved by the Board of Supervisors on September 25, 2012, the existing agreements with the ambulance providers, which were set to expire on October 31, 2012, were extended by MVEMSA through April 30, 2013, enabling MVEMSA to begin negotiating the Board directed provisions of the intended new five-year replacement agreements.

Among many other issues, that Board direction addressed improvements related to the 911 emergency dispatch system. As such, the following will explain the intended Two-Phase Integrated Dispatch project, and then the key improvement provisions of the recommended agreements.

Integrated Emergency Medical Call-Taking and Dispatch

Presently, 911 calls are directed to multiple PSAPs based on a variety of factors including whether the origin of the call is from a land line or is cellular, the cellular service provider, and the geographic origin of the call. Once determined a caller's need is medical in nature, the call is transferred to a private emergency medical dispatch service (EMD Center), also referred to as a Secondary PSAP. In Stanislaus County, most cellular originated calls are initially answered by the Merced branch of the California Highway Patrol and then transferred to another PSAP such as Stanislaus Regional 911(SR-911) or the City of Turlock, which ascertains need and estimated acuity level for fire and/or law enforcement response and then transfers the call to the EMD Center. The EMD Center, funded by fees charged directly to the ambulance providers and from State 911 funding, performs a computer assisted, protocol based assessment of the problem in order to estimate medical acuity and assign a corresponding dispatch level. Once the call has been transferred to the EMD Center, the Primary PSAP does not have any ongoing information. If through the EMD process, new information is learned which could impact the first responders dispatched by the Primary PSAP (most frequently fire, but sometimes law enforcement), there is currently no real-time computerized sharing of information. Sometimes, new information learned through the EMD process prompts the EMD Center to literally call the Primary PSAP office back to request further assistance or convey critical information. This is inefficient and can result in critical loss of time.

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Staff recommended a phased approach to improving the structure of call-taking and dispatch for emergency medical calls.

The first phase based on planning by the existing EMD Center (a private entity), SR-911 (the largest Primary PSAP in the County) and MVEMSA, is to implement a virtual integration of the computer systems, such that the dispatchers of the Primary PSAP would have the ongoing real-time information by the EMD Center residing on its computer system, thereby enabling the timely relaying of critical additional information to the already dispatched fire and/or law enforcement first responders. While this virtual integration would have minimal impact on the number of times a caller is transferred and has to provide duplicative information, achieving this real-time information exchange would have a positive impact on efficiency, effectiveness and safety. For example, if the EMD Center learns information that determines a lesser acuity than was previously estimated by the Primary PSAP dispatcher, that information could be relayed to the already dispatched fire first responder who can downgrade the response, which in turn can impact safety, and availability for more acute needs. Another example is when the EMD Center learns that the medical emergency may be the result of a crime, thus requiring a law enforcement first response to protect the safety of both the fire and ambulance first responders and community residents. Since September 2012, further refinement of the estimated project costs have been prepared and the private EMD has conveyed a willingness to implement the electronic improvements in its upcoming budget year and to fund the cost associated with the Providers existing dispatch system.

The next phases of the structural improvements would involve incorporating the EMD process into the existing PSAP(s). While virtual integration would enable some improvement, implementing a literal integration in which staff in the same room are taking the calls and dispatching fire, law enforcement and/or ambulance first responders may offer a greater level of efficiency and effectiveness. While a case can be made that one PSAP dispatching all three types of first responders for the entire county would offer the greatest level of efficiency, factors to be considered include the authorities of cities regarding non-EMD dispatch, cost, and the need to address back-up capacity. As such, further development of an integration plan is in progress and which is anticipated to result in subsequent staff recommendations.

The integration plan must consider needs such as technology, space and furnishings, staffing and staff training, consulting services, timing, and estimated costs. Given the complexity and criticality of this initiative, expert consulting services and a broad-based inclusive approach are needed to develop an implementation plan to achieve fully integrated emergency medical dispatching in Stanislaus County. This phase of the project has been initiated through site visits of other counties. The consultant project

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approved by the Board of Supervisors in September, 2012 will follow, as the scope of work will be partially developed based upon information learned from the site visits.

The broadly-defined Two-Phase initiative is as follows:

Phase I

- Objective: Implementation of Virtually Integrated Call-Taking and Dispatch of emergency medical calls between SR-911 and the existing EMD Center.
- Funding: Public entity costs to be funded by the Stanislaus County response time incentive account held by MVEMSA (System Enhancement fund); future action will be needed by SR-911 JPA. (Note: private entity costs will be paid by the private entity).
- Timeline: Target completion by 6/30/14.

Phase II

- Objective 1: Engage subject matter expert.
- Funding: Fund balance in the HSA – EMS (Maddy fund). This funding from the State can only be used to support emergency medical services.
- Timeline: Engage expert within ninety (90) days of the effective date of new Ambulance Provider agreements.

- Objective 2: Establish an Integrated Call-Taking & Dispatch implementation plan and funding plan.
- Funding: Same as Objective 1.
- Timeline: Target completion of plans by 6/30/14.

- Objective 3: Implement Integrated Call-Taking & Dispatch Model.
- Funding: To be determined in the implementation and stakeholder process.
- Timeline: Target completion by 6/30/16.

Recommended New Ambulance Agreements

Under State Health and Safety Code Division 2.5, Chapter 4 Section 1797.204, "The Local EMS Agency shall plan implement and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures". Supported by the Stanislaus County Ordinance 6.70.040, recommendations by the Emergency Medical Services Committee, and policy direction given by the Board of Supervisors on September 25, 2012, the MVEMSA Executive Director negotiated the proposed agreements.

While the "Metropolitan" and "Rural" template agreement documents are attached, the proposed key new terms are as follows:

1. Ambulance providers are responsible for the comprehensive services necessary for medical emergency response and transport. To the extent supportive services are desired from others such as fire entities in order to provide medical response and transport, written subcontracts must be entered into and require prior approval of the MVEMSA Executive Director. At no time however would response by an entity other than a MVEMSA/Stanislaus County contracted ambulance provider, satisfy the response time requirement. Since September 2012, the SR911 Director, the MVEMSA Executive Director and the OES Chief/Fire Warden, have collaborated with the leadership of many fire agencies and as a result of the input received, MVEMSA adjusted the timing expectations of the ambulance providers. While the respective agreement enforces the ambulance provider's obligations to enter contract discussions within ninety (90) days, in order to assure adequate time for the fire agencies to plan and respond and to work toward desired consistencies supportive of efficiency/effectiveness goals (for fire agencies, ambulance providers and the PSAPs). With the approval by MVEMSA based upon good faith negotiations, the ambulance providers can be granted up to six (6) months to complete mutually acceptable agreements between the providers and the fire agencies.
2. While the actual response times required by the population density category do not change, the following does change relative to response time expectations:
 - a. The Updated Response Time Map Grid and methodology approved by the Board of Supervisors on September 25, 2012, will apply to the existing response time categories of Urban, Suburban, Rural and Wilderness.
 - b. Response time requirements would apply to all Advanced Life Support calls regardless of acuity (Code 2 or Code 3) level, and the list of exemption types are reduced and are based on industry standards. For instance, a typical rain storm does not justify an exemption however a train may.
 - c. Response time penalties (fines), sometimes referred to as incentives are increased to a level which serve as a meaningful non-compliance deterrent and are established within industry standards. Consistent with the "deterrent" purpose, the fines are much higher for the larger volume "Metropolitan" provider, compared to the more rural, lower volume providers.

3. Ambulance providers acknowledge Stanislaus County's intent to increase the integration of Call-taking and Dispatch beyond the Phase I Virtual Integration project. As this initiative may impact the ambulance providers, once an implementation and funding plan is established, the ambulance providers would have the option of rejecting the plan, however upon such rejection, the County would release a Request for Proposal (RFP) for ambulance services. Under this scenario, the effective date would be based on the readiness of MVEMSA to launch new agreements and no later than the expiration of the existing agreements, whichever comes first.

An EMS project team consisting of leadership from the Health Services Agency (including the Public Health Officer), Office of Emergency Services, SR-911, and MVEMSA will continue efforts on the work-plan regarding the described initiatives. The current recommendations will enable implementation of the new five-year ambulance provider agreements effective May 1, 2013 and support the implementation of the Virtual Integration Dispatch project.

On March 19, 2013, the Health Executive Committee of the Board of Supervisors comprised of Supervisors O'Brien and Withrow reviewed the recommendations for the new Ambulance Provider Agreements and supported the staff recommendations.

A copy of the September 25, 2012 Board of Supervisors Agenda Item is also attached for reference.

POLICY ISSUES:

Approval of these recommendations support the Board of Supervisor's priorities of A Healthy Community, A Safe Community, Effective Partnerships and Efficient Delivery of Public Services by improving structural components of the emergency dispatch system and strengthening the contractual expectations for the provision of ambulance services with existing service providers.

STAFFING IMPACT:

There is no staffing impact associated with this item, however future staff recommendations could be made to the Board of Supervisors as a result of the project to consider further improvements to integrated call-taking and dispatch, which could include the need for additional staffing.

CONTACT PERSON:

Mary Ann Lee, Managing Director, 209-558-7163

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Health Services Agency *MB*

BOARD AGENDA # B-9

Urgent Routine

AGENDA DATE September 25, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Policy Direction for Proposed Improvement Initiatives for New Ambulance Provider Agreements and Related Actions to Develop an Implementation Plan for Integrated Emergency Medical Dispatching

STAFF RECOMMENDATIONS:

1. Approve the proposed policy direction for new five-year Ambulance Provider Agreements, to improve response time compliance, define service delivery support arrangements, and integrate emergency dispatch services, as outlined in Attachment A.

(Continued on Page 2)

FISCAL IMPACT:

Approval of these recommendations would have fiscal impact within the County Health Services Agency budget, as well as non-County budgets. An increase in expenditures by the Health Services Agency not to exceed \$80,000 would be incurred for expert consulting services and would be paid from a fund balance of \$142,167 which was generated from monies received by the State and which can only be used for purposes which support emergency medical services.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-498

On motion of Supervisor De Martini, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION: APPROVED STAFF RECOMMENDATIONS NO. 1, 2, 3, 5 AND 6; AND, NO ACTION WAS TAKEN ON STAFF RECOMMENDATION NO.4

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS (Continued):

2. Authorize the Executive Director of Mountain Valley Emergency Medical Services Agency (MVEMSA) to negotiate on behalf of Stanislaus County, the details of the proposed terms of ambulance provider agreements, and if necessary to complete negotiations, to extend the existing agreements for a period of one hundred eighty days beyond the current term.
3. Reaffirm the existing exclusive and non-exclusive zones, and the response time expectations within the established categories of Urban, Suburban, Rural and Wilderness based upon the updated Map Grid referenced in Attachment A, as approved by the Stanislaus County Emergency Medical Services Committee (EMSC).
4. Approve the future use of the System Enhancement funds held by MVEMSA to pay for the virtual integration (CAD to CAD) project expenses.
5. Authorize the Health Services Agency Managing Director or her designee to negotiate and enter a contract, and if applicable amendments, for the engagement of an expert to advise on the planning and implementation of the Integrated Call-Taking and Dispatch plan.
6. Direct the Auditor-Controller to increase appropriations for the Health Services Agency as outlined in the budget journal, to support the engagement of the subject matter expert.

FISCAL IMPACT (Continued):

An estimated future increase in expenditures by the Joint Powers Agency for Stanislaus Regional 911 (SR-911) and potentially other dispatch entities of \$150,000 - \$250,000 would be funded from an accumulated "systems enhancement" account held by MVEMSA to support a virtual integration project.

DISCUSSION:

Under the Health and Safety Code, Division 2.5, Chapter 4, Article 1, Section 1797.200, "Each county may develop an emergency medical services program. Each county developing such a program shall designate a local EMS agency which shall be the county health department, an agency established and operated by the county, an entity with which the county contracts for the purposes of local emergency medical services administration, or a joint powers agency created for the administration of emergency medical services by agreement between counties or cities and counties pursuant to the provisions of Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code". Stanislaus County participates in a joint powers agency, the Mountain Valley Emergency Medical Services Agency (MVEMSA), and has addressed

various related policy matters as contained in Stanislaus County Ordinance 6.70, including particular authorities of the county's Public Health Officer.

Phase I - Improvement Efforts Since 2009

Based upon a level of dissatisfaction with the relationship with MVEMSA, on December 22, 2009, the Board of Supervisors authorized staff to issue a notice of intent to terminate the relationship with the JPA, and authorized a needs assessment and development of a recommended alternative arrangement and implementation plan. The resulting consultant report was distributed in September 2010.

On December 15, 2010, the JPA Board announced a leadership change at the executive level of the MVEMSA administration, including the immediate appointment of an interim director. The Board of Supervisors on March 1, 2011 chose to remain in the JPA, and a permanent selection of a new Executive Director by JPA Board of Directors was effective in the summer of 2011. Stanislaus County representatives participated in that recruitment process.

Phase II – Improvement Efforts Ahead

With the administrative structure decision made and leadership changes in place, the next and current phase of improvement efforts focuses upon service delivery and dispatch effectiveness. The Health Services Agency and the Office of Emergency Services has been working collaboratively with MVEMSA to study and plan for desired improvements.

The key components of the current pre-hospital emergency medical services program in Stanislaus County consist of the following:

1. Geographically, the county is divided into 9 zones, 5 of which are exclusive operating areas and 4 which are not. Exclusive operating areas are based on State of California law which considers service arrangements in place prior to January 1, 1981. (*H&S Code Division 2.5, Chapter 4, Article 1797.224*). A county may maintain these exclusive operating areas, but once a county considers bids for such an area, that State-allowed grandfathering is eliminated and a county must seek bids at least every 10 years through a process which includes oversight by the State Emergency Medical Services Authority.
2. Each square mile of the County is designated into one of the following response time categories based upon population: Urban, Suburban, Rural and Wilderness. The Response Time Map Grid has not been updated since the 2000 census.
3. Agreements are held by MVEMSA with multiple ambulance providers, some of which are for-profit companies and some of which are part of a health care or hospital taxing district. The providers include American Medical Response (AMR), Oak Valley Ambulance (Oak Valley Hospital District), Patterson Ambulance (Del Puerto Healthcare District), Westside Ambulance (Westside Community Healthcare District), and Pro-Transport, Inc. In accordance with

county ordinance (6.70.040 Section D), the agreements are for five (5) year terms, and all but one current agreement are set to expire on October 31, 2012.

4. While 911 calls are currently directed to multiple Public Safety Answering Points (PSAPs), once identified as a medical call, some prompt the dispatching of fire responders, while all are transferred to an Emergency Medical Dispatch (EMD) Center, a Secondary PSAP (operated by a private entity), which performs the emergency medical interrogation and dispatch of ambulance first responders. According to county ordinance (6.70.080), the Board of Supervisors retains the authority to designate an emergency medical dispatch service. Note: Primary PSAPs are those that dispatch law enforcement.

Based upon call-taking, dispatch and response issues, added to industry trends and improvement opportunities raised by MVEMSA leadership and various constituencies including but not limited to ambulance providers, fire entities, public health, the Stanislaus County Emergency Medical Services Committee (EMSC) members and community residents, a project team including MVEMSA leadership collaborated to develop and articulate improvement objectives. Some of these objectives have already been converted into language changes proposed to the ambulance providers over the past several months, while others have much more recently been conveyed in broad terms. As established by the Board of Supervisors, the EMSC is comprised of the following seats: one Urban City Administrator, one Rural City Administrator, one County Administrator, one Fire District Board of Directors Member, one Hospital District Board of Directors Member, one Non-District Hospital Administrator, one Stanislaus County Medical Society Member (Physician), one County Public Health/Social Services Representative, two Managed Care Representatives, and one Non-EMS Affiliated Public Representative.

The following outlines the specific areas of improvement that are being recommended for service-level improvement and accountability in Stanislaus County. It is recommended that the Board of Supervisors support these recommended improvement initiatives by providing policy direction to MVEMSA to guide their contract negotiations with the providers on behalf of Stanislaus County. The recommendations are supported by the Emergency Medical Services Committee at its September 10, 2012 meeting and by the Board of Supervisors' Health Executive Committee on September 20, 2012.

Response Time Map Grid

In 2011, the MVEMSA leadership, with the support of the EMSC, developed a task force to consider the Response Time Grid Map. This task force included representatives from ambulance providers, law enforcement, fire entities, large and small cities, and Public Health. Recommendations were presented to the EMSC and the EMSC supported adoption of the updated grid of which the assigned response time category by square mile is based upon the 2010 census data and proximity to other population dense areas. The EMSC supported the recommendation to be effective upon the effective date of the new anticipated ambulance provider agreements, and supported the use of the Task Force's methodology for future updates. While adopting a revised Response

Approval of Policy Direction for Proposed Improvement Initiatives for New Ambulance Provider Agreements and Related Actions to Develop an Implementation Plan for Integrated Emergency Medical Dispatching
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Time Map Grid does not change the response time requirements by the population density categories (Urban, Suburban, Rural and Wilderness), it would change the applicable response time requirement category in particular square mile areas due to population density changes. The population density categories are contained in the State of California's "EMS System Standards and Guidelines" – June 1993 EMSA #101. For instance, the term "Suburban" refers to "all census places with a population density of 51 to 100 persons per square mile".

Integrated Emergency Medical Call-Taking (Interrogation) and Dispatch

Presently, 911 calls are directed to multiple PSAPs based on a variety of factors including whether the origin of the call is from a land line or is cellular, the cellular service provider, and the geographic origin of the call. Once determined a caller's need is medical in nature, the call is transferred to a private emergency medical dispatch service (EMD Center), also referred to as a Secondary PSAP. In Stanislaus County, most cellular originated calls are initially answered by the Merced branch of the California Highway Patrol and then transferred to another PSAP such as SR-911 or the City of Turlock, which ascertains need and estimated acuity level for fire and/or law enforcement response and then transfers the call to the EMD Center. The EMD Center, funded by fees charged directly to the ambulance providers and from State 911 funding, performs a computer assisted, protocol based interrogation of the problem in order to estimate medical acuity and assign a corresponding dispatch level. Once the call has been transferred to the EMD Center, the Primary PSAP does not have any ongoing information. If through the EMD interrogation process, new information is learned which could impact the first responders dispatched by the Primary PSAP (most frequently fire, but sometimes law enforcement), there is currently no real-time computerized sharing of information. Sometimes, new information learned through the EMD process prompts the EMD Center to literally call the Primary PSAP office back to request further assistance or convey critical information. This is inefficient and can result in critical loss of time.

Staff is recommending a phased approach to improving the structure of call-taking and dispatch for emergency medical calls.

The first phase and that which there is collaborative study already underway by the existing EMD Center, SR-911 (the largest Primary PSAP in the county) and MVEMSA, is to implement a virtual integration of the computer systems, such that the dispatchers of the Primary PSAP would have the ongoing real-time interrogation information by the EMD Center residing on its computer system, thereby enabling the timely relaying of critical additional information to the already dispatched fire and/or law enforcement first responders. While this virtual integration would have minimal impact on the number of times a caller is transferred and has to provide duplicative information, achieving this real-time information exchange would have a positive impact on efficiency, effectiveness and safety. For example, if the EMD Center learns information that determines a lesser acuity than was previously estimated by the Primary PSAP dispatcher, that information could be relayed to the already dispatched fire first

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responder who can downgrade the response, which in turn can impact safety, and availability for more acute needs. Another example is when the EMD Center learns that the medical emergency may be the result of a crime, thus requiring a law enforcement first response to protect the safety of both the fire and ambulance first responders and community residents.

The next phases of the structural improvements would involve incorporating the EMD process into the existing PSAP(s). While virtual integration would enable some improvement, implementing a literal integration in which staff in the same room are taking the calls and dispatching fire, law enforcement and/or ambulance first responders would offer a greater level of efficiency and effectiveness. While a case can be made that one PSAP dispatching all three types of first responders for the entire county would offer the greatest level of efficiency, factors to be considered include the authorities of cities regarding non-EMD dispatch, and the need to address back-up capacity. As such, staff foresees further refinement of the integration plan and the need to engage a subject matter expert to advise staff.

MVEMSA and SR-911 leadership are collaborating on the initial steps to develop a plan for this Integrated Call-Taking and Dispatch initiative. The plan must consider needs such as technology, space and furnishings, staffing and staff training, consulting services, timing, and estimated costs. Given the complexity and criticality of this initiative, expert consulting services and a broad-based inclusive approach are needed to develop an implementation plan to achieve fully integrated emergency medical dispatching in Stanislaus County.

The Health Services Agency (HSA) is recommending use of non-discretionary fund balance to pay for the proposed subject matter expert. The Maddy Emergency Medical Services Fund can only be used to support the provision of emergency medical services. Currently the fund balance stands at \$142,167. The HSA requests an appropriation from fund balance in the amount of \$80,000. The HSA would in collaboration with MVEMSA, SR911 and others, negotiate a scope of work with a subject matter expert and enter an agreement with a not to exceed limit of \$80,000.

The broadly-defined initiative is as follows:

Phase I

- Objective: Implementation of Virtually Integrated Call-Taking and Dispatch of emergency medical calls between SR-911 and the existing EMD.
- Funding: Costs to be funded by the Stanislaus County response time incentive account held by MVEMSA; future action will be needed by SR-911 JPA.
- Timeline: Target completion by 6/30/13.

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Phase II

Objective 1: Engage subject matter expert.

Funding: Fund balance in the HSA – EMS (Maddy fund). This funding from the State can only be used to support emergency medical services.

Timeline: Engage expert within ninety (90) days of the effective date of new Ambulance Provider agreements.

Objective 2: Establish an Integrated Call-Taking & Dispatch implementation plan and funding plan.

Funding: Same as Objective 1.

Timeline: Target completion of plans 6/30/14.

Objective 3: Implement Integrated Call-Taking & Dispatch Model.

Funding: To be determined in the implementation and stakeholder process.

Timeline: Target completion by 6/30/16.

Expectations and Terms in Ambulance Agreements

Under State Health and Safety Code Division 2.5, Chapter 4 Section 1797.204, *“The Local EMS Agency shall plan implement and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures”*. Supported by the Stanislaus County ordinance 6.70.040, the MVEMSA Executive Director has already proposed some necessary changes to the existing agreement terms, however below there are some additional key expectations supported by the MVEMSA Executive Director and EMSC and for which staff is requesting consideration by the Board of Supervisors. This recommendation is being made for two reasons. The first reason is to ensure that the MVEMSA leadership is negotiating terms consistent with the Board of Supervisor’s expectations, and secondly, to receive policy direction from the Board of Supervisors regarding significant system improvement initiatives needed for Stanislaus County. While a more in-depth list of proposed changes is contained in Attachment A, the proposed key new terms are as follows:

1. Ambulance providers would be responsible for the comprehensive services necessary for medical emergency response and transport. To the extent supportive services are desired from others such as fire entities in order to provide medical response and transport, written subcontracts must be entered into in advance and would require prior approval of the MVEMSA Executive Director. At no time however would response by an entity other than a MVEMSA/Stanislaus County contracted ambulance provider, satisfy the response time requirement.
2. While the actual response times required by population density category would not change, the following would change relative to response time expectations:

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- a. Contingent upon Board of Supervisor approval, existing response time categories of Urban, Suburban, Rural and Wilderness would be applied to the Updated Response Time Map Grid as approved by the EMSC. Further, this methodology used would be administratively applied for future updates.
 - b. Response time requirements would apply to all Advanced Life Support calls regardless of acuity (Code 2 or Code 3) level, and the list of exemption types would be reduced and would be based on industry standards. For instance, a typical rain storm would not justify an exemption however a train may.
 - c. Response time penalties (fines), sometimes referred to as incentives would be increased to a level which would serve as a meaningful non-compliance deterrent and would be established within industry standards. Appeal of a levied fine could be requested, however burden to show cause for withdrawing a fine, would fall to the provider.
3. Ambulance providers would acknowledge Stanislaus County's intent to increase the integration of Call-taking and Dispatch. Once an implementation and funding plan is established, the ambulance providers would have the option of rejecting the plan, however upon such rejection, the County would release a Request for Proposal (RFP) for ambulance services. Under this scenario, the effective date would be based on the readiness of MVEMSA to launch new agreements and no later than the expiration of the existing agreements, whichever comes first.

Given the approaching expiration on October 31, 2012 of all but one of the MVEMSA agreements with ambulance providers for Stanislaus County, it may be necessary to extend the existing agreements while the negotiation process continues. The time expended to date on this planning is significant largely due to complexity and the multiple disciplines and entities involved, and is an example of the collaboration required to bring about valuable systems change.

It is anticipated that the new agreements and if necessary an extension amendment to the existing agreements, will also require the support of the MVEMSA JPA Board of Directors.

Additionally, staff will continue to work collaboratively with MVEMSA in a current review of the county ordinance as relates to the ambulance provider agreements and the emergency medical dispatch system. If based on the collaborative work, and the outcome of the proposed consultant project (if approved), it is determined that modifications should be considered, staff would return at a future date to provide additional information and recommendations to the Board of Supervisors.

POLICY ISSUES:

Approval of these recommendations support the Board of Supervisor's priorities of A Healthy Community, A Safe Community, Effective Partnerships and Efficient Delivery of Public Services by improving structural components of the emergency dispatch system and strengthening the contractual expectations for the provision of ambulance services with existing service providers.

STAFFING IMPACT:

There is no staffing impact associated with this item, however future staff recommendations could be made to the Board of Supervisors as a result of the project to consider further improvements to integrated call-taking and dispatch, which could include the need for additional staffing.

DEPARTMENT CONTACT:

Mary Ann Lee, Managing Director, 209-558-7163

ATTACHMENT A

Proposed to Date:

1. Development of Code 2 Response Time Criteria
2. Assessment made to Fines
 - a. Increased Fine Amount for Code 3 Non-Exemptions
 - b. Created Fine Structure for Code 2 Non-Exemptions
 - c. Created Fine for late data submission, Patient Care Report (PCR) not left at hospital
 - d. Increased Fine amount for not responding to post, mutual aid response, or stand-by when requested
 - e. Created Fine for failing to submit required data or reports to MVEMSA by timeline
3. Language that articulates requirements for Quick Response Vehicles
4. Automatic Assessment of Fines
5. Creation of Partnership between Provider and Respective Fire Agencies
6. Updating Response Time Map Grids based upon a combination of geography and population density
7. Established required QI data to report to MVEMSA
8. Requirements for providers to develop Mutual Aid Agreements
9. Added language approving Emergency Pediatric Course and International Trauma Life Support as additional options for required courses

Additional Proposed Terms:

- a. Reliance on another entity to support Ambulance Services would require written sub-contractual arrangements prior approved by the ED of MVEMSA
- b. Reduce eligible Response-Time Exemptions based on industry standards
- c. Response Time Non-compliance penalties to be increased to levels which encourage compliance, rather than possibly viewed as cost of doing business
- d. Response Time requirements apply regardless of EMD determined emergency acuity level
- e. Prohibition against cost shifting to consumers/payors for contract related changes
- f. Support of 911 Call-Taking/Dispatch Integration Initiative
- g. Development of Metro v Rural Contracts
- h. Provider Created Deployment Plan that is approved by MVEMSA
- i. Additional Increase to Fines
 - Failing to meet 90% in response time compliance period
 - Failing to meet response time
 - Fine for consecutive non-compliance months
- j. Clinical and Staffing Standards
- k. Quality Improvement Plan
- l. Reporting Responsibilities (Monthly, Bi-Monthly, Semi-Annual, and Annual)
- m. Termination of contract for Cause

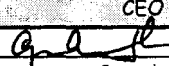
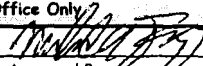
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Currency * List - Text USD DO NOT CHANGE
Period List - Text SEP-12 ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
Batch Name Text
Journal Name Text BJV0354-13
Journal Descrip Text FY12-13 HSA IHCP Budget Adj Journal
Journal Referer Text
Organization List - Text Stanislaus Budget Org DO NOT CHANGE
Chart Of Account Accounting Flexfield DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text	
	1429	1210001	85850	0000000	000000	000000	00000	80000.00		Inc Oper Trf Out	
	1404	1500001	63000	0000000	000000	000000	00000	80000.00		Inc Prof & Spec Svcs	
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Explanation: FY12-13 HSA IHCP (Funds 1404 & 1429) Budget Adjustment Request To Increase Appropriations In IHCP Funds To Cover The Cost Of A Subject Matter Expert To Advise on The Implementation Of An Integrated Emergency Medical Dispatch With Other First Responder Dispatch.

Requesting Department		CEO	Data Entry		Auditors Office Only	
Vijay Chand						
Prepared by		Supervisor's Approval	Keyed by		Prepared By	
09/20/12		9/21/12			9/21/2012	
Date		Date	Date		Date	



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**Agreement with _____ for Metropolitan Emergency
Ambulance Service in Stanislaus County**

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1 **AGREEMENT WITH _____ FOR**
2 **METROPOLITAN EMERGENCY AMBULANCE SERVICE IN**
3 **STANISLAUS COUNTY**
4

5 THIS AGREEMENT, entered into this first day of May 2013 and ending on April
6 30, 2018, by and between the **MOUNTAIN-VALLEY EMS AGENCY**, hereinafter called
7 "**AGENCY**" and _____, hereinafter called "**CONTRACTOR**";
8

9 RECITALS OF AUTHORITY
10

11 Whereas the California Emergency Medical Services System and the Prehospital
12 Emergency Medical Care Personnel Act, California Health and Safety Code Sections
13 1797, *et seq.* at Sections 1797.224 and Section 1797.85, allows the local EMS agency to
14 create Exclusive Operating Areas to restrict operations to one or more providers of
15 emergency ambulance services and Advanced Life Support Services in the
16 development of a local plan through a competitive bid process or without a competitive
17 bid process if the area has been served in the same scope and manner without
18 interruption since January 1, 1981; and
19

20 Whereas, pursuant to California Health and Safety Code, Section 1797.200, the
21 County of Stanislaus has designated the AGENCY to be the local EMS agency and to
22 develop a written agreement with any qualified Paramedic Service Provider that wishes
23 to participate in the Advanced Life Support program in the County of Stanislaus; subject
24 to the rights of providers who are granted Exclusive Operating Areas ("EOAs") and
25

26 Whereas, Title 22 California Code of Regulations Section 100167(b) (4) requires
27 Paramedic Service Providers to have a written agreement with the local EMS Agency to
28 provide advanced life support; and
29

30 Whereas, Section 6.70.030 of Stanislaus County Code "Ambulance Ordinance"
31 establishes that Exclusive Operating Areas and/or Non-exclusive Operating Areas shall
32 be designated; and Section 6.70.040 establishes that those providing ambulance
33 services must have an Ambulance Provider Agreement with the local EMS agency, and

1 Section 6.70.060 establishes that the Ambulance Provider Agreement shall address
2 minimum standards.

3
4 **NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:**

5
6 SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

7
8 **1.1 Contract Administration**

9 The AGENCY Executive Director shall serve as the Contract Administrator, and shall
10 represent the County in all matters pertaining to this Agreement and shall administer
11 this Agreement on behalf of the County. The Contract Administrator or his/her designee
12 may:

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

18
19 **1.2 Term of Agreement**

20 The term of this Agreement shall commence at 0001 hours on May 1, 2013 and
21 terminate at 2400 hours on April 30, 2018, unless terminated earlier pursuant to the
22 terms and conditions of this Agreement.

23
24 **1.3 Contract Response Area**

25 All requirements described in this Agreement apply to the County of Stanislaus
26 Exclusive Operating Area (EOA) Zones _____ and Non-Exclusive Operating Area
27 Zone _____ B as shown in
28 Exhibit A and described in Exhibit B.

29
30 All of the following transports originating in Zones _____ shall be referred to the
31 Contractor, and Contractor shall provide all responses and ground transports as follows:

- 32
33 A. Made in response to 9-1-1/Public Service Answering Point (PSAP) requests.

- 1
- 2 B. Made in response to requests for immediate ambulance service transmitted through
- 3 an authorized 9-1-1/PSAP.
- 4
- 5 C. Made in response to requests for emergency ambulance service made directly to the
- 6 ambulance service from a private telephone call without going through an authorized
- 7 9-1-1/PSAP.
- 8
- 9 D. Any other request for service requiring an emergency ground ambulance response,
- 10 as defined by the County's policies and procedures.
- 11
- 12 E. In consideration for providing ambulance services in accordance with the terms
- 13 described herein, the Contractor is granted an Exclusive Operating Area (EOA)
- 14 encompassing the Ambulance Response Zone areas described as Zones
- 15 _____ and Non-Exclusive Operation Area Zone _____ in Exhibit-A. Within
- 16 such EOA, Contractor shall be entitled to be the exclusive provider of all Emergency
- 17 Ground Ambulance Services and all ALS Ground Ambulance Services during the
- 18 period of this Agreement and any extensions of this Agreement. The Exclusivity
- 19 granted under this Agreement is subject to the conditions specified in, the current
- 20 version of Agency Special Events Policy #570.71, and incorporated by reference
- 21 herein; and, Exhibit B, "Interfacility Transfer Requirements" that defines the
- 22 exclusivity parameters with respect to ALS Ground Ambulance Services requested
- 23 by any hospital for a patient being transferred by such hospital. Agency agrees that
- 24 it shall not administer this Agreement in a manner that will change the manner and
- 25 scope of Contractor's operation or jeopardize the integrity of its EOAs under Section
- 26 1797.224 of the Health and Safety Code.
- 27
- 28 F. Agency shall not enter into an ambulance provider Agreement with any other firm,
- 29 agency, city, company or governmental body, other than the federal government, to
- 30 provide Emergency Ground Ambulance Services or ALS Ground Ambulance
- 31 Services within the EOA described herein during the period of this Agreement or any
- 32 extensions except as described herein, nor shall AGENCY permit any ambulance
- 33 service provider to render such services within the EOA except as provided in this
- 34 Agreement.

1
2 G. This Agreement shall not preclude the use of air ambulance resources within the
3 Exclusive Operating Area of Contractor as allowed pursuant to Agency Policies,
4 Procedures and Protocols.

5
6 H. Subject to the limitations specified in 1.3 E. of this Agreement, the scope of the
7 exclusive operations granted to Contractor under this Agreement are the fullest
8 allowed under the California Emergency Medical Services Act and Division 2.5 of the
9 Health and Safety Code sections 1797.6, 1797.85, and 1797.224.

10
11 **1.4 Notices**

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

18
Contractor:

Agency: Richard Murdock
Executive Director
Mountain-Valley EMS Agency
1101 Standiford Ave., Suite D-1
Modesto, CA 95350

19
20 **1.5 ALS Provider Agreement**

21 This agreement will also serve as the Paramedic Service Provider agreement required
22 under 22 C.C.R § 100167(b) (4).

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1.6 BLS Ambulance Service Authorization

In consideration for providing ambulance services in accordance with the terms described herein, Contractor is entitled to be a Basic Life Support Ground Ambulance Service Provider for Non-Emergency Interfacility Transfer requests throughout Stanislaus County.

SECTION 2: ROLES AND RESPONSIBILITIES

2.1 Agency's Functional Responsibilities

The Agency 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 Agency shall:

- A. Oversee and enforce the Contractor's rights as the sole provider of emergency ambulance services within Zones _____;
- B. Oversee, monitor and evaluate Contract performance and compliance; and
- C. Through the 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 do all of the following:

- A. Provide pre-hospital emergency medical care and transport services in response to emergency medical calls within Zones _____ twenty-four (24) hours each day, seven days a week, without regard to the patient's financial status.
 1. 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 EMS Agency policy, be equipped and staffed to operate at the advanced life support (paramedic) level

1 on all ambulance responses, including immediate and urgent services. Clinical
2 performance must be consistent with approved medical standards and protocols.
3 The conduct and appearance of the Contractor's personnel must be professional
4 and courteous at all times. Patient transportation and disposition will be
5 according to the Agency's Response and Transportation Policies.

6 2. Services and care delivered must be evaluated by the Contractor's internal
7 quality improvement program and as necessary, through the Agency's quality
8 improvement program in order to improve and maintain effective clinical
9 performance, to detect and correct performance deficiencies and to continuously
10 upgrade the performance and reliability of Contractor's services. Clinical and
11 response-time performance must be extremely reliable, with equipment failure
12 and human error held to a minimum through constant attention to performance,
13 protocol, procedure, performance auditing, and prompt and definitive corrective
14 action. This Agreement requires the highest levels of performance and reliability,
15 and mere demonstration of effort, even diligent and well-intentioned effort, shall
16 not substitute for performance results. If the Contractor fails to perform to the
17 Agreement standards, Contractor may be found to be in Major Breach of their
18 Agreement and promptly replaced in order to protect the public health and safety

19 B. Keep a current deployment plan on file with the Contract Administrator and a plan to
20 redeploy or add ambulance hours if response time performance standard is not met;

21 C. Provide all ambulances, as well as other vehicles and equipment that are necessary
22 for the provision of services required under this Agreement;

23 D. Furnish supplies and replacements for those used by the Contractor's personnel;

24 E. Establish a recruitment, hiring and retention system consistent with ensuring a
25 quality workforce of clinically competent employees that are appropriately certified;
26 licensed and/or accredited;

27 F. Comply with all training requirements established by the State of California;

28 G. Comply with County EMS Agency policies and procedures;

- 1 H. Maintain neat, clean, and professional appearance of all personnel, facilities, and
2 equipment;
- 3 I. Submit, in a timely manner, reports, which are supported by documentation or other
4 verifiable information, as required by the Agency;
- 5 J. Respond to Agency inquiries about service complaints and reports of investigation
6 within 10 business days of notification; and
- 7 K. Notify the Agency of all incidents in which the Contractor's personnel fail to comply
8 with protocols and/or contractual requirements in accordance with Section 6.3 of
9 this Agreement.
- 10 L. Contractor assumes full responsibility for pre-hospital emergency medical response
11 and transport provided by Contractor's agency.
12

1 **2.3 Transition Planning**

- 2
- 3 A. Contractor is aware that Agency may initiate a competitive procurement process for
- 4 the award of Contractor's Exclusive and Non-Exclusive Operating Area. In case
- 5 this action is taken and Contractor is not judged to be the successful bidder, there
- 6 would be a transition of contractors.
- 7
- 8 B. Should Contractor fail to win any bid, the Contractor agrees to continue to provide
- 9 all services at the same level of effort and performance required under this
- 10 Agreement until the subsequent winning bidder takes over.
- 11
- 12 C. If Agency initiates a competitive procurement process for the award of Contractor's
- 13 Exclusive Operating Area and should Contractor fail to win any bid, the Contractor
- 14 acknowledges and agrees that supervisory personnel, EMT's, and Paramedics,
- 15 working in the EMS System have a reasonable expectation of long term
- 16 employment in this system, even though Contractors may change. Accordingly,
- 17 Contractor shall not penalize or unreasonably terminate any of its employees who
- 18 applies for work on a contingent basis with competing bidders, and shall allow
- 19 without penalty its employees to sign contingent employment Agreements with
- 20 competing bidders at employees' discretion. Contractor may, however, prohibit its
- 21 employees from assisting competing bidders in preparing their bid proposals by
- 22 revealing Contractor's trade secrets or other information about Contractor's
- 23 business practices or field operations.
- 24

25 SECTION 3: DEPLOYMENT

26 **3.1 On-going Deployment Plan Requirements**

- 27
- 28 A. A monthly deployment plan shall be delivered to the Contract Administrator for
- 29 approval on or before the 15th of each month. The Contract Administrator will
- 30 review the deployment plan and notify the Contractor within 3 calendar days
- 31 regarding approval.
- 32

1 B. Should the Contract Administrator not approve the deployment plan the Contractor
2 will be notified within 3 calendar days following the Contract Administrator's review.
3 The Contractor will have 3 calendar days to amend the plan. The deployment plan
4 shall include the following, if applicable:

- 5
- 6 1. Specify locations of ambulances and numbers of vehicles to be deployed.
- 7 2. Describe any planned use of on-call crews.
- 8 3. Describe any mandatory overtime requirements.
- 9 4. Prohibit field personnel that are scheduled to work a 12 hour shift from working
10 more than 16 consecutive hours without a minimum of an 8 hour break.
- 11 5. Describe any other strategies to enhance system performance and/or efficiency
12 through improved deployment/redeployment practices.
- 13 6. Include signed contracts or "letters of intent" signed by both parties detailing the
14 relationship of organizations participating in the provision of services.
- 15

16 **3.2 Deployment Requirements**

17

18 A. The Contractor shall redeploy ambulances or add additional ambulance hours if the
19 response time performance standard is not met. Failure by Contractor to redeploy
20 or add ambulance units within thirty (30) calendar of notice by the Contract
21 Administrator shall constitute a Major Breach of Agreement. The Contractor shall
22 submit proposed changes in the deployment plan in writing to the Contract
23 Administrator thirty (30) calendar days in advance. The 30 calendar day prior
24 written notice shall be waived if Contractor is adding resources to its deployment
25 plan or if an emergency adjustment to the plan is needed to correct an acute
26 performance problem.

27

28 B. Contractor shall Standby, provide Mutual Aid, or Post to other areas within the
29 County of Stanislaus as directed by the Authorized EMS Dispatch Center.

30

31 C. Contractor shall enter into mutual aid agreements with providers, as recommended
32 by the Agency, in nearby service areas outside Stanislaus County. Contractor will

1 submit a copy of all executed mutual aid agreements to the Agency within 180
2 calendar days from the start date of this Agreement.

- 3
- 4 D. An ALS Ambulance may not be used for Non-Emergency Interfacility Transfer
5 requests unless the Authorized EMS Dispatch Center has released the ambulance
6 per the System Status Plan.
- 7
- 8 E. Contractor shall assist in servicing, for a period not to exceed ninety (90) calendar
9 days, any other Ambulance Response Zone within the County of Stanislaus for
10 which an Ambulance Provider Agreement has been suspended or terminated.
11 Response time requirements for services provided in such geographic area(s) will
12 be waived during this period.
- 13
- 14 F. Contractor agrees to work in good faith with the Agency and other EMS responder
15 agencies to address identified locations that present barriers to expedient access to
16 patients, (e.g. inadequate address markers, gated communities, and industrial
17 complexes).
- 18
- 19 G. Contractor shall have operational policies in place which require reporting On
20 Scene as specified in this Agreement.

21
22 **3.3 Provider ALS First Response Vehicle**

- 23 A. Provider ALS First Response Vehicles may be utilized as an adjunct to the
24 emergency ambulance response system, but shall only be eligible to “stop the
25 response clock” with the use of additional EMS personnel trained to a minimum
26 level of EMT-1/Certified First Responder.
- 27
- 28
- 29

SECTION 4: OPERATIONS

4.1 Response Time Standards

A. Response Time Performance – In consideration for being granted authorization to provide ALS Ground Ambulance Services and Emergency Ground Ambulance Services, the Contractor agrees to the following:

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. Contractor shall, in the performance of work and provision of services pursuant to the requirements of this Agreement, comply with all federal, state and local laws, regulations, and codes, including the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, California Health and Safety Code Sections 1797 and 1798, 13 and 22 C.C.R., Agency Policies, Procedures, and Protocols and the Stanislaus County Ambulance Ordinance (C.S. 410, Chapter 6.72 of Title 6) in the performance of this Agreement.
4. Contractor shall utilize ALS Ambulances to provide services under this Agreement on a twenty-four (24) hour per day basis in response to all Life Threatening Emergencies, Non-Life Threatening Emergencies and Non-Emergency Interfacility Transfers requiring ALS Transport when dispatched by an Authorized EMS Dispatch Center.
5. Contractor shall capture and record from the Authorized EMS Computer Aided Dispatch (CAD) the EOA or Non-EOA Map Grid and the times at each of the stages of a response as defined herein, (Dispatched, En route, On Scene, From Scene, Arrive Destination, Available to Respond) for each and every request for ALS Ground Ambulance Services and Emergency Ground Ambulance Services.

- 1 6. Response Time Performance measurement shall include response times to
2 Contractor's ambulance zones provided by other authorized ambulance
3 providers when requested by the Contractor's dispatch center.
- 4 7. Contractor shall be responsible for complying with the response time
5 requirements as specified in Section 4.1 B & C for all emergency ground
6 ambulances which fall within Contractor's EOA and Non-EOA, including those
7 calls responded to by other emergency ground ambulance providers on mutual
8 aid request. Response time measurements shall be calculated and reported on
9 a monthly basis. Contractor will provide response time reports for calls
10 responded to by other emergency ground ambulance providers on a mutual aid
11 request for Contractor.

12
13 B. Response Time Standards for Code Three Responses – Contractor shall ensure
14 that an ALS Ambulance is On Scene of all 911 dispatched **Code Three** calls at the
15 ninetieth percentile as measured within the geographic service area(s) defined
16 herein:

- 17
18 1. Within (equal to or less than) 7.5 minutes for map grids designated as **Urban**
19 **Areas**;
 - 20 a. If response time is calculated based upon the on scene time of a
21 Provider ALS First Response Vehicle, the transporting ambulance
22 responding Code 3 must arrive within 11 minutes, at the ninetieth
23 percentile in an Urban Area.
- 24 2. Within 11.5 minutes for Map Grids designated as **Suburban**;
 - 25 a. If response time is calculated based upon the on scene time of a
26 Provider ALS First Response Vehicle, the transporting ambulance
27 responding Code 3 must arrive within 15 minutes, at the ninetieth
28 percentile in a Suburban Area.

1 3. Within 19.5 minutes for Map Grids designated as **Rural**;

2 a. If response time is calculated based upon the on scene time of a
3 Provider ALS First Response Vehicle, the transporting ambulance
4 responding Code 3 must arrive within 23 minutes, at the ninetieth
5 percentile in a Rural Area.

6 4. As soon as possible for Map Grids designated as **Wilderness**;

7 5. Response time shall be measured from time Dispatched until time On Scene.

8 6. Every 5 year contract period, Agency and Contractor will review the population
9 density assignments, Exhibit B and Exhibit C, and make adjustments as
10 appropriate.

11
12 C. Response Time Standards for Code Two Responses – Contractor shall ensure that
13 an ALS Ambulance is On Scene of all 911 dispatched **Code Two** calls at the
14 ninetieth percentile as measured within the geographic service area(s) defined
15 herein:

16
17 1. Within 15.00 minutes for map grids designated as Urban Areas:

18 a. If response time is calculated based upon the on scene time of a
19 Provider ALS First Response Vehicle, the transporting ambulance
20 responding Code 2 must arrive within 20 minutes, at the ninetieth
21 percentile in an Urban Area.

22 2. Within 20.00 minutes for map grids designated as Suburban Areas;

23 a. If response time is calculated based upon the on scene time of a
24 Provider ALS First Response Vehicle, the transporting ambulance
25 responding Code 2 must arrive within 25 minutes, at the ninetieth
26 percentile in a Suburban Area.

27 3. Within 25.00 minutes for map grids designated as Rural Areas;

28 a. If response time is calculated based upon the on scene time of a
29 Provider ALS First Response Vehicle, the transporting ambulance
30 responding Code 2 must arrive within 30 minutes, at the ninetieth
31 percentile in a Rural Area.

- 1
- 2 4. As soon as possible for Map Grids designated as a Wilderness Area
- 3 5. Response time shall be measured from time dispatched until time On Scene.
- 4 6. Every 5 year contract period Agency and Contractor will review the population
- 5 density assignments, Exhibit B and Exhibit C, and make adjustments as
- 6 appropriate
- 7

8 **D. Response Time Compliance**

9

- 10 1. Upon determination by Agency that Contractor has failed to meet response
- 11 time compliance, fines will be assessed as outline in Exhibit D of this
- 12 Agreement.
- 13
- 14 a. For each Response Time Compliance Period measured
- 15 separately within Zones _____, in which Contractor fails
- 16 to meet the requirements in 4.1 B. and C. at least at the ninetieth
- 17 percentile, fines will **AUTOMATICALLY be assessed to the**
- 18 **CONTRACTOR.**
- 19 b. For purposes of response time compliance measurements, all
- 20 Zone ____ calls will be added to Contractors Zone ____ rural
- 21 compliance
- 22 c. Contractor agrees to pay fine charges, measured separately for
- 23 each response zone, for Urban, Suburban, and Rural of this
- 24 Agreement, for any Response Time Compliance Period when
- 25 Response Time compliance is not met at least at the ninetieth
- 26 percentile (Exhibit D).
- 27
- 28 2. For each month in which any one of the requirements in section 4.1 B & C is
- 29 not met, Contractor shall meet with the Agency Administrator or his/her
- 30 designee to develop a strategy to solve this response compliance problem.
- 31
- 32
- 33

1 E. Response Time Exemptions - In some cases, late responses will be excused from
2 financial penalties and from response time compliance reports. Examples of current
3 exemptions include:

- 4
- 5 1. Multiple units to the same scene.
- 6 2. Inclement weather conditions which impair visibility or create other unsafe
7 driving conditions;
- 8 3. Wrong address provided by the requesting party;
- 9 4. Unavoidable delay caused by road construction;
- 10 5. Restricted roadway access;
- 11 6. Delays in transferring care to a hospital emergency department.
- 12 7. All other exemption requests shall be for good cause only, as determined by the
13 Agency. **Exemptions shall be considered on a case-by-case basis. The**
14 **burden of proof that there is good cause for an exemption shall rest with**
15 **the Contractor, and the Contractor must have acted in good faith.** The
16 alleged good cause must have been a substantial factor in producing the
17 excessive response time.
- 18

19 F. Contractor shall abide by the following timeline to ensure timely delivery of
20 response time compliance reports:

- 21
- 22 1. Contractor will submit time edits to LifeCom no later than the 3rd calendar
23 day of each month for the previous month responses
- 24 2. LifeCom will complete time edits no later than 5 p.m. on the 7th calendar
25 day of each month for the previous month responses.
- 26 3. Contractor will submit exemption requests to Agency no later than 12 p.m.
27 (Noon) on the 15th calendar day of each month for the previous month
28 responses.
- 29
- 30
- 31

1 G. Response Time Calculations – Response times shall be calculated from the time of
2 dispatch at the authorized EMS dispatch center to the hour, minute and seconds the
3 Contractor, (or other authorized ambulance provider requested by the authorized
4 dispatch center), arrives on scene with a fully equipped and staffed ALS ambulance.

5
6 H. Applicable Calls – Response time standards shall apply to all emergency and non-
7 emergency ambulance requests requiring a Code-3 or Code-2 response as
8 determined by the authorized EMS dispatch center using call prioritizing and
9 dispatch protocols approved by the Agency.

10
11 Each incident shall be counted as a single response regardless of the number of
12 first responders or ambulances actually utilized and only the first arriving
13 ambulance's time shall be applicable. If a response is canceled, upgraded or
14 downgraded to a lower priority, fines may be assessed if the response time
15 standard was exceeded at the time of cancellation, for either upgrades or
16 downgrades.

17
18 The Contractor shall not be held accountable for emergency or non-emergency
19 response time compliance for any request for service originating outside Zones
20 _____ and those responses will not be counted in the number of total
21 calls used to determine response time compliance under this Agreement.

22
23 I. Superior Performance Reward - If Contractor's response time standards exceed
24 91% in any consecutive compliance period, the Contractor can earn lump-sum
25 rewards for any one given response area. (Exhibit D)

26
27 J. System Status Plan Compliance: Contractor shall establish and maintain a system
28 status plan compliance program, including:

- 29
30 1. A system to identify response time performance problems in order to identify
31 underlying causes and to mitigate them. The posting plan, ambulance
32 schedules, and the number of hours deployed will be reviewed and adjusted as
33 needed.

- 1 2. Contractor agrees to assign a representative to membership on the System
2 Status Plan Committee. The committee meets monthly under the oversight of
3 the Agency. The committee reviews and makes recommendations to the Agency
4 regarding the System Status Plan.
- 5 3. The System Status Plan shall not be implemented without the approval of the
6 Agency. The Agency reserves the right to require changes to the System Status
7 Plan.
- 8 4. The Contractor agrees to abide by the current version of the System Status Plan.
9 The plan may include the use of Provider ALS First Response Vehicles.
- 10 5. The System Status Plan shall respect the integrity of CONTRACTOR's EOA
11 boundaries and shall not be designed or implemented in a way that jeopardizes
12 the continuation of such EOAs.
- 13 6. The System Status Plan shall be designed to trigger a Mutual Aid request to the
14 closest appropriate Contractor in situations where a patient has a Life-
15 Threatening or Non-Life Threatening Emergency requiring the closest
16 appropriate Contractor, as identified pursuant to protocols promulgated by
17 Agency's Medical Director, and the Contractor responsible for the Zone is not the
18 closest appropriate responder.
- 19 7. No Contractor shall be permitted to Post in another Contractor's Ambulance
20 Response Zone unless authorized to do so by the Authorized EMS Dispatch
21 Agency in accordance with the System Status Plan.

22 K. Air Ambulance/Air Rescue Services - The Agency reserves the right to allow
23 helicopter air ambulance or helicopter air rescue services to operate in Stanislaus
24 County for the purpose of providing air ambulance/air rescue transportation services
25 for both immediate and scheduled responses. This includes flights and
26 transportation within the exclusive operating area. Prehospital utilization of such
27 services is based upon Agency's policies and procedures. The Contractor shall
28 comply with Agency's policies and procedures regarding the use of these services.
29 Dispatch services for helicopter ambulance services and helicopter rescue services
30 shall be provided in accordance with EMS policies and procedures.

1 L. Standbys– When requested by a public safety agency, the Contractor shall furnish
2 standby coverage at emergency incidents within Zones _____ at the request of
3 the on-scene Incident Commander (IC), if in the opinion of the IC, the situation
4 poses significant potential danger to the personnel of the requesting agency or to
5 the general public. Such requests shall be reported monthly by the Contractor to
6 the Agency and monitored for proper utilization and impact on response times. The
7 Agency may relieve the Contractor of this requirement if the requests are deemed to
8 be unduly burdensome or unnecessary.

9 M. Special events

- 10 1. Contractor shall adhere to Agency Special Event policy when providing ALS or
11 BLS ambulance coverage for a special event.
12 2. Contractor shall not be precluded from performing other outside work, such as
13 non-emergency medical transfers.
14

15 **4.2 Dispatch Requirements**

16 Contractor shall acknowledge Stanislaus County's intent to increase the integration of
17 Call-taking and Dispatch. Once an implementation and funding plan is established, the
18 Contractor would have the option of rejecting the plan, however upon such rejection, the
19 County would release a Request for Proposal (RFP) for ambulance services. Under
20 this scenario, the effective date would be based on the readiness of Agency to launch
21 new agreements and no later than the expiration of the existing agreements, whichever
22 comes first.
23

24 Costs associated with future consolidation will be discussed with Contractor prior to
25 implementation. The following language shall be adhered to until implementation of
26 Stanislaus County's consolidated dispatch center:
27

- 28 A. The Contractor shall maintain a contract with an Authorized EMS Dispatch Center
29 authorized to provide dispatch services for Life Threatening or Non-Life Threatening
30 Emergency requests within Stanislaus County for the dispatch of ambulances 24
31 hours a day during the term of this Agreement. The Contractor shall ensure that all
32 requests for Non-Emergency Interfacility Transfers are processed through an EMD

1 dispatch center that meets the requirements of Mountain-Valley EMS Agency
2 Communication Policies.

3
4 B. Contractor shall obtain, install, and maintain in Contractor's ambulances all such
5 communications equipment as is determined through Agency policy to be
6 necessary for the effective and efficient dispatch of ambulances. For those
7 ambulances that will be responding to 911 calls, GPS Location Systems are
8 required. GPS Location System equipment failures shall not result in an
9 ambulance being "out of service," and Contractor shall make reasonable efforts to
10 immediately seek repair of malfunctioning GPS Location System equipment. All
11 communication equipment purchased during the term of this Agreement shall have
12 technology that allows for the identification of each party communicating utilizing
13 communication equipment. . All communications equipment purchased shall be in
14 compliance with Stanislaus County Operational Area, Tactical Interoperability
15 Communications Plan. Subject to applicable laws and the permission of the
16 relevant agencies, the equipment shall allow effective and efficient communication
17 with Public Safety Agencies, and air ambulance service providers.

18
19 C. Contractor shall obtain, install, and maintain in Contractor's ambulances all such
20 communication equipment as is deemed by Agency Communication Policies to be
21 appropriate for transmission of voice communications for medical direction by base
22 hospitals designated by the Agency.

23
24 D. Contractor shall be financially responsible for installation, purchase, rental and
25 maintenance of communication equipment provided in this Agreement.

26
27 E. Contractor shall establish policies that ensure that upon receipt of a private request
28 for ambulance services, that pertinent information including callback number,
29 location, and nature of the incident is ascertained and immediately transferred to
30 the Authorized EMS Dispatch Center.

- 1 F. Contractor shall assist the Authorized EMS Dispatch Center by seeking to ensure
2 that - Contractor's Ambulance, which is geographically closest, and having the
3 shortest ETA to the scene of a Code Two or Code Three call is dispatched.
4
- 5 G. Contractor shall ensure that a Record of Calls, as defined in Title 13 of the
6 California Code of Regulations, Chapter 5, Article 1, Section 1100.7 is maintained.
7 In addition, Contractor shall maintain a record of all requests for ambulance service.
8
- 9 H. In the event of a specific request by the Agency, Contractor shall ensure that all Life
10 Threatening and Non-Life Threatening Emergency services will only be provided
11 with approval of the Authorized EMS Dispatch Center.
12
- 13 I. Contractor's agreement with the Authorized EMS Dispatch Center shall require that
14 dispatch data is provided electronically on a daily basis. The data shall conform to
15 EMD Provider Agency/Ambulance Data Requirements Policy and EMS Dispatch
16 Provider Agency Standards Policy.
17
- 18 J. Contractor's dispatch center shall serve as a 24-hour contact point for the Agency's
19 duty officer and Stanislaus County Medical Health Operational Area Coordinator
20 (MHOAC) notification.
21

22 **4.3 Equipment and Supplies**

23

- 24 A. **Ambulances** – Emergency Ground Ambulances shall not be kept in service to
25 respond to Life Threatening and Non-Life Threatening Emergencies when the
26 vehicle mileage exceeds 230,000 miles without the approval of the Agency.
- 27 1. Contractor shall maintain, and provide to the Contract Administrator, a
28 complete listing of all ambulances (including reserve ambulances) to be used in
29 the performance of the Agreement, including their license and vehicle
30 identification numbers, and the name and address of the lien holder, if any.
31 Changes in the lien holder, as well as the transfer of ownership, purchase, or
32 sale of ambulances used under the agreement shall be reported to the Contract
33 Administrator on the quarterly report.

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

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

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

11
12 B. Vehicle Failure – In each instance of an ALS Ambulance vehicle failure on a Life
13 Threatening or Non-Life Threatening Emergency call resulting in the inability to
14 continue the response to or transport of the patient, Contractor shall submit an
15 Unusual Occurrence Report which at a minimum shall include: how long it took for
16 another ALS Ambulance to respond to the same call; which Authorized ALS
17 Ambulance Provider responded; the reason or suspected reason(s) for vehicle
18 failure and/or malfunction, and actions Contractor has taken to prevent similar
19 failures.

20
21 1. In each instance where the mode of patient transport changes due to vehicle
22 failure or malfunction, the Contractor will require that ambulance personnel on
23 vehicle(s) which fail and the personnel on vehicle(s) which transport(s) the
24 patient submit distinct separate Patient Care Records.

25
26 C. Ambulance Equipment and Supplies – Each ambulance shall, at all times, maintain
27 an equipment and supply inventory sufficient to meet federal, State, and local
28 requirements for ALS level ambulances, including the requirements of Mountain-
29 Valley EMS Agency Equipment and Drug Inventory Policy. Contractor shall be
30 responsible for stocking all expendable supplies including medications.

- 1 1. All ambulance vehicles shall, as a minimum, meet all standards of Title 13,
2 California Code of Regulations, FCC regulations and mandates, and
3 AGENCY's timeline with respect to implementation of regulations or mandates
4 set forth by AGENCY, FCC or CCR.
5
6 a. A fine of \$500.00 per day will be paid by the Contractor for every day
7 Contractor is past the deadline set forth by Agency, FCC, or in the C.C.R.
8 on implementation of regulations or mandates.
9
10 2. Contractor shall ensure that each ALS Ambulance carries equipment and
11 supplies pursuant to Agency policy. Vehicles, equipment, and supplies shall be
12 maintained in clean, sanitary, and safe mechanical conditions at all times.
13
14 3. Contractor shall maintain, within the exclusive operating area, a surplus of all
15 required supplies sufficient to sustain operations for a minimum of five (5) days.
16
17 4. The Agency Medical Director or his/her designee(s) may at any time, without
18 prior notice, inspect Contractor's ambulances in order to verify compliance with
19 this Agreement. An inspection may be postponed if it is shown that the
20 inspection would unduly delay an ambulance from responding to a 9-1-1
21 dispatched call from the Authorized EMS Dispatch Center. A memorandum of
22 the inspection specifying any deficiencies, date of inspection, ambulance
23 number, and names of participating crew shall be provided to the Contractor.
24 Contractor must show proof of correction for any deficiencies noted in said
25 memorandum of inspection as specified by the Agency. A deficient ambulance
26 may be immediately removed from service if, in the opinion of the EMS Medical
27 Director or his/her designee(s), the deficiencies are a danger to the health and
28 safety of the public or if the deficiencies in a previously issued memorandum of
29 inspection have not been corrected in the time specified. Agency agrees to
30 place any unit that has been removed from service back in service immediately
31 following the documented correction of the defined deficiency.
32

1 5. Contractor shall develop and maintain a fleet management plan, maintain a
2 record of the preventative maintenance, repairs and strategic replacement of
3 equipment and vehicles and shall make such plan and records available to the
4 Agency upon request.

5
6 D. Controlled Substances – The Contractor shall have controlled substance policies
7 and procedures, consistent with Drug Enforcement Administration (DEA)
8 requirements, to govern the storage, inventory, accountability, restocking, and
9 procurement of controlled drugs and substances permitted by the Agency to be
10 carried and utilized in the provisions of ALS by paramedics.

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

13
14 **4.4 Disaster Preparedness**

15 A. Disaster Plan – Contractor shall have a plan for the immediate recall of personnel to
16 staff units during multi-casualty situations, or declared disaster situations. This plan
17 shall include the ability of the Contractor to page and alert off-duty personnel. The
18 Contractor shall participate in training programs and exercises designed to upgrade,
19 evaluate, and maintain readiness of the system’s disaster and multi-casualty
20 response system.

21 B. Mutual aid - To the extent that the Contractor has units available, but consistent with
22 its primary responsibility to provide ambulance and emergency medical services in
23 the exclusive operating area, the Contractor , with Agency approval, shall render
24 “mutual aid” to those providers of emergency medical services operating within
25 adjacent areas in and out of Stanislaus County in order to insure that timely
26 emergency medical services are rendered to persons in need of such services
27 within those areas.

28 C. Disaster Planning – The Contractor shall actively participate with the Agency in
29 disaster planning. The Contractor shall designate a representative who shall
30 regularly attend meetings and shall be the liaison for disaster activities with the

1 Agency and with other agencies. The Contractor shall provide field personnel and
2 transport resources for participation in any Agency approved disaster drill in which
3 the Agency disaster plan/multi-casualty incident plan is exercised.

4 D. Disaster Assistance - When requested by the County of Stanislaus or Agency, the
5 Contractor shall provide management personnel trained in compliance with Agency
6 NIMS Compliance Policy, as a resource to the County's Emergency Operations
7 Center or other location as an Agency representative.

8
9 E. Disaster Response – If a disaster declaration is made, the Agency Medical Director
10 or his/her designee may suspend normal operations and the Contractor shall
11 respond in accordance with the disaster plan. The following provisions may apply,
12 as determined by the Contract Administrator, during and after a disaster:

- 13
14 1. During such periods, the Contractor may be released, at the discretion of the
15 Contract Administrator, from response time performance requirements for all
16 responses, including response time penalties. At the scene of such disasters,
17 Contractor personnel shall perform in accordance with the Agency disaster
18 plan.
- 19 2. When disaster response has been terminated, the Contractor shall resume
20 normal operations as rapidly as is practical considering exhaustion of
21 personnel, need for restocking, and other relevant considerations and shall
22 keep the Contract Administrator informed of factors that limit Contractor's ability
23 to resume normal operations.
- 24 3. During the course of a disaster, the Contractor shall use its best efforts to
25 maintain emergency service throughout Zones _____ and shall
26 suspend or ration non-emergency transport work as necessary.

27
28 F. At the scene of a Multi-Casualty Incident (MCI), the Contractor's personnel shall
29 perform as part of the Incident Command System (ICS) structure and in accordance
30 with the Standardized Emergency Management System (SEMS) in accordance with
31 Agency policies and procedures.

1 **4.5 System Committee Participation**

2
3 The Contractor shall designate appropriate personnel to participate in committees that
4 have a direct impact on emergency medical services in Stanislaus County.
5

6 **4.6 Community Education/Prevention**

7
8 Contractor is encouraged to offer a variety of public education programs, including, but
9 not limited to, EMS system use, citizen cardiopulmonary resuscitation (CPR), disaster
10 preparedness, injury prevention, seat belt and helmet use, infant/child car seats, and
11 injury prevention for elders. Other appropriate activities might include blood pressure
12 screening, speaking to community groups, and programs for school children and
13 adolescents. The Contractor shall work collaboratively with other public safety and EMS
14 related groups such as the American Heart Association, the American Red Cross, and
15 health care organizations to plan and provide public education programs. As part of the
16 monthly report, Contractor shall provide Agency a report outlining all community
17 education activities over the preceding twelve (12) month period.
18

19 **4.7 EMS Training Programs**

- 20
21 A. The Contractor shall make a good faith effort to participate in monthly training
22 programs with fire departments and other first responder organizations within
23 Stanislaus County. These may include, but not be limited to, joint training exercises
24 and providing instructors for training courses, evaluators for EMT and first
25 responder testing, and similar activities.
26 B. Contractor shall make a good faith effort to provide field internship opportunities for
27 paramedic students from Agency approved training programs and accreditation
28 process.
29

30 **4.8 Receiving Facility Relationships**

31 Contractor will provide interested receiving facilities with access to and training in the
32 MEDS electronic pre-hospital care report system, allowing for the receipt of the
33 completed patient care record (PCR) which has been transmitted from the field using a
34 secure connection.

1 SECTION 5: PERSONNEL

2
3 **5.1 Clinical and Staffing Standards**

4
5 The Agency expects that the provision of emergency ambulance services shall
6 conform to the highest professional standards and shall comply with all applicable
7 State laws and regulations and Agency policies, procedures and field treatment
8 guidelines. All persons employed by the Contractor in the performance of work
9 under this Agreement shall be competent and shall hold appropriate and current
10 valid certificates/licenses/accreditations as established by the State of California and
11 the Agency for their level of certificate. The Contractor shall be held accountable for
12 its employees' licensure, performance and actions.

13
14 A. CONTRACTOR's Personnel Policy – Contractor shall provide the Agency with
15 Contractor's current personnel policy and procedure manual(s) upon request which
16 shall address, at a minimum, staffing and shift scheduling, avoidance of crew
17 fatigue, crew quarters, conduct at a scene, conduct in relation to first responder
18 personnel, conduct during patient care management, contact with base hospital(s),
19 use of safety apparel, identification, driver training and company orientation.

20
21 B. Ambulance Staffing – When responding to a Life Threatening or Non-Life
22 Threatening call, an Emergency Ground Ambulance shall be staffed in accordance
23 with Agency Response and Transport Policies.

- 24
25 1. Contractor shall have a policy that prohibits Contractor's employees from
26 performing any services as contemplated herein while under the influence of
27 any alcoholic beverage, illegal drug, or narcotic. In addition, policy shall
28 prohibit Contractor's employees from performing such services under the
29 influence of any other substances, including prescription or non-prescription
30 medications, which impairs their physical or mental performance.
- 31 2. Contractor shall maintain a current list of pre-hospital personnel including their
32 addresses, phone numbers, qualifications, certificates, and licenses with
33 expiration dates and provide it to the Agency upon request.

- 1 3. Contractor shall ensure that all personnel wear appropriate uniform attire and
2 comply with Contractor's standards for grooming.
- 3 4. Contractor shall have in place policies which require EMS personnel to follow
4 all Agency Policies, Procedures and Protocols.
- 5 5. Contractor shall require that patient care records be completed by Contractor's
6 personnel per Agency policy.
- 7 6. Contractor shall require that all Advanced Life Support personnel successfully
8 complete courses every two years in Advanced Cardiac Life Support, and
9 either Pediatric Emergencies for Prehospital Personnel, Emergency Pediatric
10 Care, or Pediatric Advanced Life Support, and either Basic Trauma Life
11 Support, International Trauma Life Support, or Prehospital Trauma Life
12 Support. Newly hired Advanced Life Support personnel must complete these
13 courses within twelve months of being hired.
- 14 7. All field personnel shall be required to complete, within twelve (12) months of
15 hire, "Medical Response to Weapons of Mass Destruction (WMD) Incidents
16 with Med-Plus or equivalent training as approved by the Agency.
- 17 8. Field personnel may be required to obtain any other specialized training
18 mutually agreed upon by the Contractor and Agency.

19
20 C. Management and Supervision – Contractor shall provide the management
21 personnel necessary to administer and oversee all aspects of emergency
22 ambulance service. Contractor shall provide field supervisors 24 hours per day
23 working 12 hour shifts. Contractor shall provide an additional field supervisor
24 Monday thru Friday during peak demand times. There shall be one (1) Field
25 Supervisor on duty and available to respond to Zones _____ at all times.

- 26 1. Field Supervisors working 12 hours shifts shall not be regularly tasked or
27 assigned to perform administrative duties except for filling immediate
28 scheduling needs due to call offs, personnel calling in sick calls, or other
29 immediate staffing issues. Field Supervisors shall serve as a resource for crews
30 and primarily focus on the oversight of field operations, system status
31 management, ambulance availability, multi-casualty incident management, and

1 other operational concerns. Field Supervisors shall be currently licensed as
2 paramedics with current accreditation by the Agency.

- 3 2. In addition to responding to the needs of the Contractor's personnel, Field
4 Supervisors shall immediately respond to any request by the Agency or public
5 safety personnel from within Zones _____ and shall be authorized to
6 act on behalf of the Contractor.

7
8 **D. Orientation of New Personnel** – Contractor shall ensure that field personnel are
9 properly oriented before being assigned to respond to emergency medical requests.
10 The orientation shall include, at a minimum, an EMS system overview; EMS policies
11 and procedures including patient destination, trauma triage and patient treatment
12 protocols; radio communications with and between the ambulance, base hospital,
13 receiving facilities, and dispatch center; map reading skills, including key landmarks,
14 routes to hospitals and other major receiving facilities; emergency response areas
15 within the Agency and in surrounding areas; and ambulance equipment utilization
16 and maintenance, in addition to the Contractor's policies and procedures.
17 Contractor shall be responsible for ensuring that this standard is met.

- 18
19 1. Contractor shall implement a program, to train EMT personnel to assist
20 Paramedics in the provision of advanced life support patient care.
21 2. Contractor shall maintain an on-going emergency vehicle operations course for
22 ambulance personnel.
23 3. Contractor shall provide training in diversity awareness, EMS for Children,
24 conflict resolution, and assaultive behavior management. Patient care
25 documentation education shall be required annually for all ALS personnel.
26 4. Contractor shall be responsible for providing the pre-accreditation field
27 evaluation phase of the Agency paramedic accreditation process for its
28 ambulance personnel as per Agency Staffing and Training Policies and in
29 accordance with Agency Staffing and Training Policies.
30 5. Contractor shall notify Contract Administrator in writing of any changes made to
31 the new employee orientation program and will submit, as part of Contractor's

1 Annual Report, a report listing all new employee orientation activities for the
2 preceding twelve (12) months.

3
4 E. Infrequent-Use Skills Refresher – Contractor shall ensure that paramedic personnel
5 are proficient in the Agency’s ALS scope of practice prior to performing these skills
6 on patients in the field setting. The Contractor shall be responsible for ensuring that
7 Paramedics assigned to ALS ambulances comply with Agency Policy on
8 maintenance of skill competency.

9
10 F. Preparation for Multi-Casualty Response – Contractor shall ensure that all
11 ambulance personnel/supervisory staff are trained and prepared to assume their
12 respective roles and responsibilities under the Region IV Multi-Casualty Medical
13 Incident (MCI) Plan. Contractor shall ensure that its personnel are trained as
14 follows:

- 15
16 1. Ambulance strike team leader training for field supervisors, alternates, and field
17 training officers,
18 2. Hazardous materials first responder awareness training for all field employees,
19 3. Training requirements outlined in Agency NIMS Compliance Policy.

20
21 **5.2 Compensation/Working Conditions for Ambulance Personnel**

22
23 A. Work schedules and conditions – At least 80% of the personnel who staff
24 ambulances shall be full-time employees. The percentage of full-time employees
25 shall be reported annually.

- 26
27 1. Contractor shall utilize reasonable work schedules and shift assignments to
28 provide reasonable working conditions for ambulance personnel. Contractor
29 shall ensure that ambulance personnel working extended shifts, part-time jobs,
30 and/or voluntary or mandatory overtime are not fatigued to an extent that might
31 impair their judgment or motor skills.
32 2. Contractor shall establish a fatigue policy, approved by the Agency, which shall
33 include the prohibition of Contractor’s ambulance personnel sleeping on duty

1 while at post or while participating in the System Status Plan unless specifically
2 authorized by EMS Agency Duty Officer.

- 3 3. Contractor agrees to maintain a crew quarters at any location where ambulance
4 crews and student/trainees are normally scheduled to work shifts exceeding
5 twelve (12) hours.
- 6 4. Ambulance crew quarters, at locations where ambulance crews are normally
7 scheduled to work shifts exceeding twelve (12) hours, shall include security,
8 shower, toilet, kitchen, day room, sleeping facilities and shall be maintained in a
9 safe and clean condition.
- 10 5. Contractor shall make available to all personnel all notices and bulletins from
11 the Agency directed to field personnel. In addition, the Contractor agrees to
12 have a current Agency Policies and Procedures Manual accessible to all
13 personnel.

14

15 B. Compensation/fringe benefits – Agency expects Contractor to provide reasonable
16 compensation and benefits in order to attract and retain experienced and highly
17 qualified personnel. Agency encourages Contractor to establish creative programs
18 that result in successful recruitment and retention of personnel. Contractor shall
19 demonstrate, initially and throughout the term of the Agreement, that the
20 compensation program provides the incentive to attract and retain skilled and
21 motivated employees.

22

23 C. New employee recruitment and screening process – The Contractor shall operate a
24 program of personnel recruitment and screening designed to attract and retain field
25 personnel.

26

27 D. Employee Assistance Program – The nature of work in emergency medical services
28 may produce stress in pre-hospital care personnel. Contractor shall maintain an
29 employee assistance program (EAP) for its employees.

30

1 **5.3 Safety and Infection Control**

- 2
- 3 A. Contractor shall provide personnel with training, equipment, and immunizations
- 4 necessary to ensure protection from illness or injury when responding to an
- 5 emergency medical request.
- 6
- 7 B. Contractor shall notify the Agency within five (5) business days of any Cal/OSHA
- 8 (Division of Occupational Safety and Health) major enforcement actions, and of any
- 9 litigation, or other legal or regulatory proceedings in progress or being brought
- 10 against Contractor's Stanislaus County operations.
- 11
- 12 C. Contractor shall, upon request, furnish documentation satisfactory to Stanislaus
- 13 County's Health Officer, of the absence of tuberculosis disease for any employee or
- 14 volunteer who provides services under this Agreement.
- 15
- 16 D. The Contractor shall have an Agency approved Communicable Disease Policy that
- 17 complies with all Occupational Safety and Health Administration (OSHA)
- 18 requirements and other regulations related to prevention, reporting of exposure, and
- 19 disposal of medical waste. All Prehospital personnel shall be trained in prevention
- 20 and universal precautions.

21

22 SECTION 6: QUALITY/PERFORMANCE

23

24 **6.1 Continuous Quality Improvement Program**

- 25
- 26 A. Quality improvement program - The Contractor shall establish a comprehensive
- 27 emergency medical services system quality improvement (QI) program meeting the
- 28 requirements of 22 C.C.R. Division 9, Chapter 12 (EMS System Quality
- 29 Improvement) and related guidelines.
- 30
- 31 1. The program shall be designed to interface with the Agency's quality
- 32 improvement program, including participation in system related quality
- 33 improvement activities. The program shall be an organized, coordinated,
- 34 multidisciplinary approach to the assessment of pre-hospital emergency medical

1 response and patient care for the purpose of improving patient care service and
2 outcome. The program shall adhere to MVEMSA Quality Improvement Policies.
3 Contractor shall designate a Paramedic(s) or Registered Nurse approved by the
4 Agency, to function as a Liaison between the Contractor and the Agency to
5 perform internal quality assurance per Agency Policies Procedures and
6 Protocols, assist in the investigation of unusual occurrences as identified by the
7 Agency, and attend scheduled Liaison meetings as required by the Agency.

8 2. In addition, Contractor shall:

- 9 a. Review its QI program annually for appropriateness to the Contractor's
10 operation and revise as needed;
- 11 b. Participate in the Agency's QI program that may include making available
12 relevant records for program monitoring and evaluation;
- 13 c. Develop, in cooperation with appropriate personnel/agencies, a
14 performance improvement action plan when the QI program identifies a
15 need for improvement. If the area identified as needing improvement
16 includes system clinical issues, collaboration is required with the
17 Contractor's medical director and the Agency's medical director or his/her
18 designee;
- 19 d. Contractor agrees to submit, no later than the 15th calendar day of each
20 month data from the previous month's calls, all quality assurance reports
21 and data required by the Agency in the format developed and approved by
22 the Local Quality Improvement Group.
- 23 i. Contractor agrees to pay a fine of \$500 for each instance of failure
24 to submit quality assurance data within the established timelines as
25 developed by the Agency.
- 26 ii. Contractor may appeal, to the Agency, the assessment of fines for
27 failure to meet the requirements of Section 6.1 A.2.d.i. The burden
28 of proof to waive the fines shall rest with the Contractor.
- 29 e. Provide the Agency with an annual update on the Contractor's QI
30 program. The update shall include, but not be limited to, a summary of
31 how the Contractor's QI program addressed the program indicators. This

1 update shall be submitted no later than June 30 of fiscal year for the
2 preceding fiscal year.

3
4 B. Written quality improvement plan – Contractor’s written QI plan shall comply with
5 Section 100402, Title 22, California Code of Regulations (EMS System Quality
6 Improvement) and the California EMS System Quality Improvement Guidelines and
7 MVEMSA Quality Improvement Policies. It shall include indicators which address,
8 but are not limited to, the following:

- 9 1. Personnel
- 10 2. Equipment and supplies
- 11 3. Documentation
- 12 4. Clinical care and patient outcome
- 13 5. Skills maintenance/competency
- 14 6. Transportation/facilities
- 15 7. Public education and prevention
- 16 8. Risk management

17 C. Medical Director: Contractor shall employ a Medical Director who shall be a board
18 certified emergency physician in the State of California and who shall monitor the
19 day-to-day activities of Contractor’s training department, to include continuing
20 education programs and the preceptor program and shall advise Contractor’s
21 General Manager regarding field operations and pre-hospital medical care. The
22 Medical Director shall provide medical oversight of the emergency medical dispatch
23 program and provide consultation on issues related to Contractor’s Continuous
24 Quality Improvement Program. Contractor’s Medical Director shall cooperate with
25 Agency’s Medical Director who is responsible for the medical control of the
26 Stanislaus County EMS system.

27 D. CES Manager: Contractor shall employ a full-time Clinical and Educational Services
28 (CES) Manager and a full-time CES Training Specialist to assist the CES
29 Coordinator in planning and directing clinical quality improvement activities
30 designed to ensure continuous delivery of clinical services consistent with
31 established standards. Contractor agrees that the appointment of CES Manager

1 requires the continued approval of the Agency. Recommended minimum
2 qualifications for the CES Manager shall include:

3 **1. CES Manager Minimum Qualifications:**

- 4 a. Education – graduation from an accredited four-year college or
5 university with a major in nursing, health, epidemiology, statistics,
6 business or public administration or related field.
- 7 b. Experience – Three years' experience in EMS administration,
8 Prehospital care, emergency department, emergency or trauma
9 services, quality improvement or statistical process control.
- 10 c. Substitution – A master's degree in a field of study identified
11 above may substitute for one year of experience.
- 12 d. License – Possession of a valid paramedic or registered nurse
13 license from the State of California.

14 **2. Essential Duties and Responsibilities:**

- 15 a. Plan, coordinate, and direct Clinical Quality Improvement
16 activities designed to ensure continuous delivery of clinical
17 services consistent with established standards.
- 18 b. Submit, when requested, a written evaluation of each new EMT
19 verifying that orientation requirements have been completed.
20 These orientation requirements shall include the OES Region IV
21 MCI Field Operations class, all local policies and procedures, and
22 any additional training required by the AGENCY within six months
23 of hire.
- 24 c. Shall attend scheduled training meetings as required by the
25 Agency, and provide training to Contractor's ambulance
26 personnel as deemed necessary by Agency

27
28 **3. CES Training Specialist Essential Duties and Responsibilities:**

- 29 a. Under the supervision of the CES Manager, the CES Training
30 Specialist will be responsible for developing and conducting
31 required training programs for out-of-hospital employees.
- 32 b. Assist CES Manager on planning and executing matters of CQI

- c. Assist CES Manager on matters of training and evaluation.
- d. Assist CES Manager on other duties as assigned.

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

- A. Contractor shall complete an unusual occurrence report for personnel involved in an unusual occurrence in accordance with Agency Data Collection/System Evaluation Policies.
- B. In addition, Contractor shall complete an unusual occurrence report on all of the following:
 - 1. Major Equipment Failure
 - 2. Vehicle Accidents involving Contractor's vehicle

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 Agency.
- B. Contractor will provide the Agency with access to and training in the MEDS electronic pre-hospital 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.

1 C. Contractor shall provide PCR information for each call that requires the generation of
2 a PCR per Agency policy, on a daily basis. The daily submission of electronic PCR
3 information shall include data not later than three (3) calendar days following the
4 date of the call (excluding weekends and holidays). Submission of PCR information
5 shall continue monthly until such time Agency and Contractor are compatible and
6 capable of daily transmission and; final protocols are established for transmission
7 including addendums and corrections. Electronic PCRs shall utilize data elements
8 outlined in Agency Data Collection and System Evaluation Policies and any other
9 data elements requested by the Agency.

10
11 1. Once process has been put in place the following will be applicable:

12 Failure to provide ninety-five percent (95%) of this data in compliance with this
13 requirement will result in a fine charge of \$500.00 payable by Contractor to
14 Agency each calendar day until the data is received by Agency. The fine
15 charges referenced in this section will be payable to the Agency on a monthly
16 basis and will be utilized in the same manner as the fine charges described in
17 this Agreement. Nothing herein shall be construed to require Contractor to
18 violate any applicable state or federal law governing patient confidentiality and, in
19 the event of any conflict between this Agreement and any such law, applicable
20 law shall control.

21
22 D. PCRs, on patients requiring transport by an ALS Ground Ambulance, shall be
23 delivered to the department receiving the patient as in compliance with Agency
24 Facilities and Critical Care Policies at the ninetieth percentile during any three-month
25 period.

26
27 E. The Agency is working with the Base Hospitals to develop a mechanism for tracking
28 PCRs.

29
30 F. Once the mechanism for tracking is in place, failure to comply with this requirement
31 will result in a fine of \$100.00 payable by Contractor to Agency each day until 90%
32 compliance is met at each department to which the Contractor transports patients.

- 1 1. Contractor may appeal, to the Agency, the assessment of fines for failure to meet
2 the requirements. The burden of proof to waive the fines shall rest with the
3 Contractor.
- 4 2. Contractor shall provide additional information and reports as the Agency may
5 require monitoring the performance of the Contractor under this Agreement.

6 7 **7.2 Use and Reporting Responsibilities**

- 8
9 A. Contractor's dispatch center shall provide computer-aided dispatch data to the
10 Agency, in an electronic format acceptable to the Agency, or Agency's designee, on
11 a monthly basis. Computer-aided dispatch (CAD) data shall include, as a minimum,
12 records for all emergency ambulance requests received at the Contractor's dispatch
13 center. Each computer-aided dispatch record submitted to the Agency shall, as a
14 minimum, contain the data fields required by Agency Data Collection and System
15 Evaluation Policies.
- 16 B. The EMS data system shall be used for documentation of patient medical records,
17 continuous quality improvement, and reporting aggregate data as required by
18 Agency.
- 19 C. The EMS data system shall contain all EMS responses and patient records. These
20 patient records shall contain a unique identifier for each patient (e.g., PCR number),
21 automated dispatch system information for the response, pre-hospital personnel for
22 the response, patient name, address, insurance type (e.g. private insurance,
23 Medicare, Medi-Cal, Self-Pay), patient history and physical findings, treatment
24 rendered, and disposition. The Contractor shall comply with the requirements for
25 the PCR as identified in Agency policy. The Contractor shall utilize an EMS data
26 system that includes all of the fields required by Agency Data Collection and
27 System Evaluation Policies.
- 28 D. Contractor shall use an EMS data system approved by the Agency with respect to
29 data structures, code sets (i.e. pick list values), and data export capabilities.

1 **7.3 Other Reporting Responsibilities**

2 A. Contractor shall maintain current records related to EMT and Paramedic
3 accreditation, certification, and continuing education.

4
5 1. Upon request, Contractor shall provide the Agency with a list of EMTs currently
6 employed by the Contractor. Information shall include, but not be limited to,
7 name and EMT certification number.

8 2. Upon request, Contractor shall provide the Agency with a list of Paramedics
9 currently employed by the Contractor. Information shall include, but not be
10 limited to, name and Paramedic license number.

11 B. Contractor shall complete, maintain, and provide to Agency the reports listed in
12 Exhibit F.

13 **7.4 Audits and Inspections**

14 A. Contractor shall retain and make available for inspection by the Agency during the
15 term of the Agreement and for at least a three-year period from expiration of the
16 Agreement all documents and records required and described herein.

17 B. At any time during normal business hours, and as often as may reasonably be
18 deemed necessary, the Agency's representatives, including EMS Agency
19 representatives and the EMS Medical Director, may observe the Contractor's
20 operations. Additionally, the Contractor shall make available for Agency
21 examination and audit, all contracts (including union contracts), invoices, materials,
22 payrolls, inventory records, records of personnel (with the exception of confidential
23 personnel records), daily logs, conditions of employment, , and other data related to
24 all matters covered by the Agreement.

25 C. Agency representatives may, at any time, and without notification, directly observe
26 and inspect the Contractor's operation, ride as "third person" on any of the
27 Contractor's ambulance units, provided however, that in exercising this right to
28 inspection and observation, such representatives shall conduct themselves in a
29 professional and courteous manner, shall not interfere in any way with the

1 Contractor's employees in the performance of their duties, and shall, at all times, be
2 respectful of the Contractor's employer/employee relationship.

3 D. The Agency's right to observe and inspect the Contractor's business office
4 operations or records shall be restricted to normal business hours, except as
5 provided above.

6 E. Annual Financial Review – Contractor shall complete financial records in an
7 auditable form and content according to Generally Accepted Accounting Principles.
8 Financial records shall include all Operating Revenue, Operating Expenses,
9 Accounts Receivables, Payer Mix, and Insurance Collection Rate pertinent to
10 performance of this Agreement and shall be provided to the Agency as described in
11 Exhibit F. The Agency shall protect the financial records and any information taken
12 there from as confidential and shall not disclose such records or information except
13 as required by law.

14 F. Upon written request of the Agency, Contractor shall prepare and submit written
15 reports on any incident arising out of services provided under this Agreement.
16 Agency recognizes that any report generated pursuant to this paragraph is
17 confidential in nature and shall not be released, duplicated, or made public without
18 the written permission of Contractor or upon request to Agency by a subpoena or
19 other legal order compelling disclosure.

20 G. Contractor's records shall not be made available to parties or persons outside the
21 Agency without Contractor's prior written consent, unless disclosure is required by a
22 subpoena or other legal order compelling disclosure.

23 **7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-**
24 **191**

25 A. Patient's privacy and confidentiality shall be protected in compliance with Health
26 Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable
27 laws related to privacy. Employees shall not disclose patient medical information to
28 any person not providing medical care to the patient.

1 B. During the term of this Agreement, each party may receive from the other party, or
2 may receive or create on behalf of the other party, certain confidential health or
3 medical information (Protected Health Information "PHI", as further defined below).
4 This PHI is subject to protection under state and/or federal law, including the Health
5 Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA)
6 and regulations promulgated there under by the U.S. Department of Health and
7 Human Services (HIPAA Regulations). Each party represents that it has in place
8 policies and procedures that will adequately safeguard any PHI it receives or
9 creates, and each party specifically agrees to safeguard and protect the
10 confidentiality of PHI consistent with applicable law. Without limiting the generality
11 of the foregoing, each party agrees that it shall have in place all policies and
12 procedures required to comply with HIPAA and the HIPAA Regulations prior to the
13 date on which such compliance is required. Contractor shall require subcontractors
14 to abide by the requirements of this section.

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

23

24

25

26

27

28

1 SECTION 8: RELATIONSHIPS AND ACCOUNTABILITY

2 **8.1 Relationships and Accountability**

3 A. First Responder Relationships

- 4 1. Contractor shall support the development and integration of the fire first response
5 component of the EMS System and shall cooperate and support the expansion of
6 ALS fire first response.
- 7 2. Contractor shall ensure that its personnel work professionally and collaboratively
8 with the fire first responders in the transition of patient care at the scene.

9
10 B. Subcontracts

- 11
12 1. Contractor is responsible for the comprehensive services necessary for medical
13 emergency response and transport. To the extent supportive services are
14 desired from others such as fire entities in order to provide medical response and
15 transport, written subcontracts must be entered into advance and requires prior
16 approval of the Agency Contract Administrator. At no time however would
17 response by an entity other than Contractor satisfy the response time
18 requirement.

- 19
20 a. Contractor agrees to commence negotiations within 90 calendar
21 days from May 1, 2013 of Ambulance Provider Agreement with
22 fire agencies within their Non-Exclusive or Exclusive Operating
23 Areas. The agreement must be completed by November 1, 2013.
24 **Upon mutual agreement between Contractor and fire agency,**
25 **the Agency Contract Administrator may extend the**
26 **agreement timeline up to 12 months.**
- 27
28 b. Contractor will pay a fine of 1000.00 per day for each day past the
29 deadline and be subject to Major Breach unless the Contractor is
30 working in good faith with fire agencies in producing an

1 agreement or an extension was given by the Contract
2 Administrator.

- 3
- 4 C. The Contractor shall provide clear evidence that the scope of service designed for
5 the Subcontractor(s) will enhance system performance capability and provide a cost
6 savings for the EMS System.
- 7
- 8 D. If the subcontract(s) and associated scope of service is approved, the Contractor
9 shall be accountable for the performance of the Subcontractor(s).
- 10
- 11 E. The inability or failure of any Subcontractor to perform any duty or deliver
12 contracted performance will not excuse the primary Contractor from any
13 responsibility under this Agreement.
- 14
- 15 F. The Contractor shall designate a management liaison to work with the Agency in
16 monitoring compliance of Subcontractors with contractual and system standards.

17

18 **8.2 General Subcontracting Provisions**

19

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

- 22
- 23 A. Contractor has legal responsibility for performance of all Agreement terms including
24 those subcontracted.
- 25
- 26 B. Nothing in the Agreement, or in any Subcontract, shall preclude the Agency from
27 monitoring the EMS activity of any Subcontractor.
- 28
- 29 C. There shall be a section in each subcontract requiring prior approval from the
30 Agency before any subcontract may be modified.
- 31
- 32 D. The Contractor shall assure that the Subcontractors cooperate fully with the
33 Agency.

1
2 E. In the event discrepancies or disputes arise between this Agreement and the
3 subcontracts, the terms of this Agreement shall prevail in all cases.

4 **8.3 Performance Criteria**

5 All Subcontractors will be held to the same performance criteria as the primary
6 Contractor, with respect to quality improvement activities, medical control, continuing
7 education, and response time compliance.

8 A. The Contractor is responsible for subcontractor's performance in EOA or Non-
9 EOA and shall pay fines for late response times according to the terms of this
10 Agreement as described in Exhibit D.

11 B. Subcontracts shall provide that paramedic and EMT first responders shall work
12 cooperatively and supportively in the provision of care by the Contractor on-
13 scene, and shall, if requested by Contractor personnel, assist in providing care
14 en route to the receiving facility.

15 SECTION 9: ADMINISTRATIVE REQUIREMENTS

16
17 **9.1 Performance Security**

18
19 A. The Contractor must obtain and maintain in full force and effect, throughout the
20 term of the Agreement, performance security in the amount of one million dollars
21 (\$1,000,000) in one of the following forms:

- 22
23 1. A performance bond issued by a bonding company, which is an Admitted
24 Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the
25 Code of Civil Procedure, commencing with Section 995.610 et seq., and
26 licensed to conduct the business of insurance in the State of California. Such
27 performance bond, including the bonding company issuing the bond, shall be
28 acceptable in form and content to the Agency. In addition, such performance
29 bond shall:

- 30
31 a. Be payable to Mountain-Valley EMS Agency;

- 1 b. Be for a term of at least one (1) year, and any extension(s) of the
2 term of such bond shall be for terms of at least one (1) year each;
3 i. Secure the full and faithful performance of all of Contractor's
4 obligations under the Agreement; and
5 ii. Specifically recite and accept the Agreement's requirements
6 that the bonding company shall immediately release
7 performance security funds to the Agency upon the
8 Agency's presentation of documentary evidence that the
9 Stanislaus County Board of Supervisors made the
10 determination that Contractor is in Major Breach pursuant to
11 provisions set forth in section 11.2, and the Contractor's
12 Major Breach is due to Contractor's voluntarily ceasing to
13 provide Emergency Ground Ambulance Services or ALS
14 Ground Ambulance Services as required by this Agreement,
15 and Contractor fails to cooperate fully with Agency to affect
16 an immediate takeover by Agency of Contractor's
17 equipment as required in Section 11.2.

18 2. An irrevocable standby letter of credit issued pursuant to this Section. Such
19 irrevocable standby letter of credit, including the bank issuing the letter of
20 credit, shall be acceptable in form and content to the Agency. In addition,
21 such irrevocable standby letter of credit shall:

- 22
23 a. Be payable to the Mountain-Valley EMS Agency;
24 b. Be issued by a bank doing business in California;
25 c. Be for a term of at least one (1) year, and any extension(s)
26 of the term of such letter of credit shall be for terms of at
27 least one (1) year each;
28 i. Specifically recite and accept the Agreement's requirements
29 that the bank shall immediately release performance
30 security funds to the Agency upon the Agency's
31 presentation of documentary evidence that the Board of
32 Supervisors made the determination that Contractor is in

1 Major Breach pursuant to provisions set forth in section
2 11.2, and the Contractor's Major Breach is due to
3 Contractor's voluntarily ceasing to provide Emergency
4 Ground Ambulance Services or ALS Ground Ambulance
5 Services as required by this Agreement, and Contractor fails
6 to cooperate fully with Agency to affect an immediate
7 takeover by Agency of Contractor's equipment as required
8 in Sections 11.2; and

- 9 ii. There shall be no reimbursement from the Agency for
10 services provided pursuant to this Agreement except as
11 provided pursuant to separate agreements.
12

13 **9.2 Insurance**

14 Contractor, at its sole cost and expense, shall obtain, maintain, and comply with all
15 Agency insurance coverage and requirements. Such insurance shall be occurrence
16 based or claims made with tail coverage or shall be in a form and format acceptable to
17 Stanislaus County Counsel and Stanislaus County Risk Management and shall be
18 primary coverage as respects County.
19

20 **A. Insurance and Indemnification**

- 21
22
23 1. Without limiting the County of Stanislaus or the Agency's right to obtain
24 indemnification from the Contractor or any third parties, subject to the Contractor's
25 right to seek subrogation for indemnification paid to the County of Stanislaus and
26 Agency under the Agreement and to the extent such indemnification is paid
27 pursuant to this paragraph, the Contractor, at its/their sole expense, shall maintain
28 or cause to be maintained in full force and effect the following insurance
29 throughout the term of the Agreement:
30

- 31 a. For the Contractor's local operation in Stanislaus County - combined public
32 liability, general liability, bodily injury and property damage liability

- 1 insurance in amount of not less than five million dollars (\$5,000,000) in
2 coverage for each occurrence;
- 3 b. Medical liability insurance and automobile liability insurance, in an amount
4 of not less than one million dollars (\$1,000,000) in coverage for any injury
5 or death arising out of any one (1) occurrence, and each of said insurance
6 coverage shall have an annual aggregate limitation of not less than
7 \$2,000,000.
- 8 c. Worker's compensation insurance providing full statutory coverage, in
9 accordance with the California Labor Code, for any and all of the
10 Contractor's personnel who will be assigned to the performance of the
11 Agreement by the Contractor in accordance with the California Labor Code.
- 12 2. Such insurance policies shall name the County of Stanislaus, its officers, agents,
13 and employees, and the Agency, its officers, agents and employees, as an
14 additional named insured (except for worker's compensation insurance). Such
15 coverage for said additional named insured shall be primary insurance and any
16 other insurance, or self-insurance, maintained by the County of Stanislaus, its
17 officer, agents, and employees, the Agency, its officers, agents and employees,
18 shall be secondary and excess only and not contributing with insurance provided
19 under the Contractor's policies herein. This insurance shall not be canceled or
20 changed to restrict coverage without a minimum of thirty (30) calendar day's
21 written notice given to the Agency and the County Risk Management Division. If
22 such insurance policies have a deductible, or if a Self-Insured Retention has a
23 deductible, such deductible shall be in an amount not more than ten thousand
24 dollars (\$10,000) per occurrence unless approved by Contract Administrator. For
25 Workers' Compensation Insurance, the insurance carrier shall agree to waive all
26 rights of subrogation against the Agency, the County, and their respective
27 officers, officials and employees for losses arising from the performance of or the
28 omission to perform any term or condition of this Agreement by the Contractor.
- 29 3. Contractor shall provide certificates of insurance on the foregoing policies as
30 required herein to the Agency annually, which state or show that such insurance
31 coverage has been obtained and is in full force and effect.

- 1 4. Contractor shall exonerate, indemnify, defend, and hold harmless Agency or
2 Stanislaus County from and against all claims, damages, losses, judgments,
3 liabilities, expenses, and other costs including litigation costs and attorney's fees
4 arising out of, result from any negligent or wrongful act or omission of Contractor
5 or its agents, officers, or employees in connection with the performance of this
6 Agreement.
- 7 5. Contractor shall save and hold harmless Agency and the County of Stanislaus
8 and their officers, employees and agents, from any and all liability for damages,
9 including, but not limited to, monetary loss, judgments, orders of a court, and any
10 other detriment or liability that may arise from any injury to a person or persons,
11 and for damages to property, arising from or out of any negligent or wrongful act
12 or omission of Contractor or its agents, officers, or employees in the performance
13 of the Agreement.
- 14 6. Contractor's obligation to defend, indemnify, and hold the Agency and the County
15 of Stanislaus, and their agents, officers, and employees harmless under the
16 provisions of the paragraphs in this section is not limited to or restricted by any
17 requirement in this Agreement for Contractor to procure and maintain a policy of
18 insurance.
- 19 7. Agency agrees to defend, indemnify, save and hold harmless the Contractor and
20 it's officers, employees and agents, from any and all claims, damages, losses,
21 judgments, liabilities, expenses, and other costs including litigation costs and
22 attorney's fees arising out of, resulting from, any negligent or wrongful act or
23 omission of Agency or its agents, officers, or employees in connection with the
24 performance of this Agreement by Agency or Agency's agents, officers, or
25 employees.
- 26 8. Agency, at its sole expense, shall maintain or cause to be maintained in full force
27 and effect, general liability insurance in an amount of not less than \$1,000,000 in
28 coverage for each occurrence and an annual aggregate limitation of not less than
29 \$2,000,000. Agency shall provide Contractor, upon Contractor's request, a
30 certificate of insurance stating that such insurance coverage has been obtained
31 and is in full force and effect.

1 **9.3 Business Office, Billing and Collection System**

- 2
- 3 A. Local Office – Contractor shall maintain a local business office within Stanislaus
- 4 County for billing assistance and other customer inquiries.
- 5
- 6 B. Telephone access – Contractor shall provide a toll-free telephone number that
- 7 allows patients to speak to a customer service representative at Contractor’s
- 8 regional billing office.
- 9
- 10 C. Billing and collections system – Contractor shall utilize a billing and collections
- 11 system that is well-documented and easy to audit, which minimizes the effort
- 12 required to obtain reimbursement from third party sources for which they may be
- 13 eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims.
- 14
- 15 D. Agency and Contractor shall abide by all Federal and State non-discrimination laws
- 16 regarding governmental agency contracts and sub-contracts as outlined in the Non-
- 17 Discrimination Statement below:
- 18
- 19 1. Compliance with Non-Discrimination Laws. During the performance of this
- 20 Agreement, Contractor will comply with Title VII of the Civil Right Act of 1964
- 21 and that no person shall, on the grounds of race, creed, color, disability, sex,
- 22 gender (including gender identity and gender expression), national origin,
- 23 ancestry, physical or mental disability, medical condition (including genetic
- 24 characteristics), marital status, sexual orientation, age, religion, political
- 25 affiliation, or any other non-merit factors, be excluded from participation in, be
- 26 denied the benefits of, or be otherwise subjected to discrimination under this
- 27 Agreement. Contractor shall comply with all applicable Federal, State and
- 28 local laws and regulations related to non-discrimination and equal opportunity,
- 29 including without limitation the Agency’s nondiscrimination policy; the Fair
- 30 Employment and Housing Act (Government Code sections 12900 et seq.);
- 31 California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil
- 32 Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations

1 promulgated in the California Code of Regulations or the Code of Federal
2 Regulations.

3 SECTION 10: FISCAL REQUIREMENTS

4 **10.1 General Provisions**

- 5
- 6
- 7 A. As compensation for services, labor, equipment, supplies and materials furnished
8 under this Agreement, Contractor shall collect revenues as permitted in this section.
9
- 10 B. All financial reports provided by Contractor shall be in accordance with Generally
11 Accepted Accounting Principles and be based on an accrual system.
12
- 13 C. Fiscal year for reporting purposes of this Agreement will be the Contractor's fiscal
14 year.
15
- 16 D. Contractor shall maintain copies of all financial statements, records and receipts
17 that support and identify operations for a minimum of five (5) years from the end of
18 the reporting period to which they pertain. Contractor will provide Agency or its
19 designee access to all records for analytical purposes.
20

21 **10.2 Billing and Collections**

- 22
- 23 A. Rates – Approved rates are located in Exhibit E. Contractor agrees to bill all
24 transports and medical care without discount of these rates except as provided
25 herein.
26 All bills submitted by Contractor to any private party or third party payer for ALS
27 Ground Ambulance Services or Emergency Ground Ambulance Services rendered
28 under this Agreement shall not exceed the rates which have been reported to the
29 Agency
- 30 B. Rate Increases – Contract Administrator shall automatically adjust permissible rates
31 annually if the consumer price index increases in excess of two percent (2%). No
32 more than a five percent (5%) increase shall be authorized annually.
- 33 1. Rate Increase for Cause – In the event that unforeseeable system costs
34 will cause a significant impact to the solvency of the Contractors ability to

1 perform the services contained herein, Contractor may petition for a rate
2 increase with cause. Authorization for increases is at the sole and
3 absolute discretion of the Contract Administrator and is final. If the petition
4 for a rate increase is denied by the Contract Administrator, Contractor
5 shall not be released from its obligations under this Agreement, nor shall
6 the Agency's rights and remedies be diminished as a consequence
7 thereof.

8 2. Rate Increase for Expendable Supplies – Contract Administrator may
9 approve charges for expendable supplies when said supplies are newly
10 required by EMS Pre-hospital protocols adopted during the term of this
11 Agreement or when the Contract Administrator approves new items to be
12 stocked on ambulances.

13
14 C. Medicare and Medi-Cal – Contractor shall accept Medicare and Medi-Cal
15 assignment.

16
17 D. Medical Assistance Program and Correctional Health Services – Contractor shall
18 accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the
19 County's Medical Assistance Program (MAP) and for all inmates and jail detainees
20 for whom the County is financially responsible.

21
22 **10.3 Reporting Responsibilities**

23
24 A. During the Service Period, Contractor shall provide the documents and reports as
25 shown in Exhibit F.

26
27 B. The Contractor shall remit monitoring fees to the Agency as shown in Exhibit H.
28 Contractor agrees to pay any increase in the monitoring fee approved by the
29 Stanislaus County Board of Supervisors. The funds generated through this fee shall
30 be utilized by the Agency to support the implementation and operations oversight
31 pursuant to the Stanislaus County Ambulance Ordinance.

1 **10.4 Fines and Fees**

- 2
- 3 A. Contractor shall be liable for all of the fines and monitoring costs provided in this
- 4 Agreement, Exhibit D, and Exhibit H.
- 5
- 6 B. All Fines generated for non-compliance issues will be assessed automatically to the
- 7 Contractor by the Agency
- 8
- 9 C. Payment Methodology – Agency will make final fine determinations and invoice the
- 10 Contractor. Contractor shall pay the Agency according to the schedule listed in
- 11 Exhibit D and Exhibit H.
- 12
- 13 D. Fine Disputes – If the Contractor disputes the Agency’s response time calculation,
- 14 or the imposition of any other penalties, the Contractor may appeal to the Agency in
- 15 writing within ten (10) calendar days of receipt of notice of fine(s). The written
- 16 appeal shall describe the problem and an explanation of the reasons why such fine
- 17 should not be assessed. The Stanislaus County Emergency Medical Services
- 18 Committee (EMSC) shall review all appeals and shall issue a decision regarding the
- 19 ruling as to the issues at hand and determination regarding the imposition, waiver,
- 20 or suspension of the fine in writing to the Contractor and Agency Executive Director
- 21 within thirty (30) calendar days of receipt of such requests and advise of the
- 22 determination of such review. The decision of the Agency Executive Director
- 23 regarding such matters shall be final.
- 24
- 25 E. Use of Fine Monies – Fine monies shall be expended in a manner that benefits the
- 26 EMS system as determined by the discretion of the Agency Executive Director. The
- 27 Executive Director will seek recommendations from Stanislaus County EMSC in
- 28 accordance with Stanislaus County EMSC bylaws and Stanislaus County
- 29 Ordinance.
- 30
- 31
- 32

1 SECTION 11: GENERAL AGREEMENT REQUIREMENTS

2
3 **Section 11.1: Terms of Agreement**

4
5 This Agreement is an Agreement by and between Agency and Contractor and is not
6 intended to and shall not be construed to create the relationship of agency, servant,
7 employee, partnership, joint venture or association.

8
9 A. Amendments or modifications to the provisions of this Agreement may be initiated
10 by any party hereto and may only be incorporated into this Agreement upon the
11 mutual consent of all Parties and must be in writing.

12
13 B. The failure of any party hereto to insist upon strict performance of any of the terms,
14 covenants or conditions of this Agreement in any one or more instances shall not
15 be construed as a waiver or relinquishment for the future of any such terms,
16 covenants or conditions, but all of the same shall be and remain in full force and
17 effect.

18
19 C. This Agreement shall not be deemed to have been made for the implied benefit of
20 any person who is not a party hereto.

21
22 D. Contractor agrees to keep the Agency advised at all times of the name and location
23 of the Contractor's parent company, if any.

24
25 E. Contractor shall notify Agency of any threatened labor action or strike that would
26 adversely affect its performance under this Agreement. Contractor shall provide
27 Agency and other affected public or private entities with a written plan of proposed
28 actions in the event of any threatened work force action or strike.

29
30 F. Neither Agency nor Contractor shall assign this Agreement to another party without
31 obtaining the prior written consent of all other parties to this Agreement, except
32 should Stanislaus County withdraw from the Mountain-Valley EMS Agency Joint

1 Powers Agreement, this Agreement may be assigned to Stanislaus County or their
2 designee.

3
4 G. The terms of this Agreement shall be in full force and effect for a period of five (5)
5 years beginning on the date first stated above, unless otherwise terminated or
6 modified pursuant to the terms of the Agreement or if upon written notice by either
7 Party, that renegotiation of the Agreement is desired, or Agency informs Contractor
8 in writing that Contractor's Exclusive Operating Area shall be subjected to a
9 competitive bid process. Pursuant to the Guidelines established by the State
10 Emergency Medical Services Authority, the Agreement may be reviewed annually,
11 and all Parties shall be under a duty to act in good faith to renegotiate the
12 Agreement on an annual basis if any Party expresses a need for such
13 renegotiation. Such renegotiation shall not result in termination of this Agreement.
14

15 **Section 11.2: Termination for Cause**

16 Either party may terminate this Agreement at any time for cause or for Major Breach of
17 its provisions consistent with the provisions herein.

18
19 Certain conditions and circumstances shall, as determined by Contract Administrator,
20 constitute a Major Breach of this Agreement by the Contractor, these conditions and
21 circumstances include, but are not limited to:

- 22
23 A. Failure of Contractor to operate its ambulances and emergency medical services
24 program in a manner which enables Agency and Contractor to remain in
25 substantial compliance with the requirements of Federal, State, and local laws,
26 rules and regulations;
27
28 B. Willful falsification of information supplied by Contractor in its proposal and during
29 the consideration, implementation, and subsequent operation of its ambulance
30 and emergency medical services program, including, but not limited to, dispatch
31 data, patient reporting data, and response time performance data, as relates to
32 this Agreement;

- 1 C. Documented persistent failure of Contractor's employees to conduct themselves
2 in a professional and courteous manner where reasonable remedial action has
3 not been taken by Contractor;
- 4 D. Failure to comply with these response time performance requirements for three
5 consecutive calendar months shall be a Major Breach of this Agreement;
- 6 E. Failure to substantially and consistently meet or exceed the various clinical and
7 staffing standards required herein;
- 8 F. Failure to participate in the established Continuous Quality Improvement program
9 of the Agency, including, but not limited to investigation of incidents and
10 implementing prescribed corrective actions;
- 11 G. Failure to maintain equipment or vehicles in accordance with good maintenance
12 practices, or to replace equipment or vehicles in accordance with Contractor's
13 submitted and accepted Equipment Replacement Policy, except as extended use
14 of such equipment is approved by Agency as provided for herein;
- 15 H. Chronic or persistent failure to comply with conditions stipulated by Agency to
16 correct any Major Breach conditions;
- 17 I. Failure of Contractor to cooperate and assist Agency in the investigation or
18 correction of any Major Breach of the terms of this Agreement;
- 19 J. Failure by Contractor to cooperate with and assist Agency in its takeover or
20 replacement of Contractor's operations after a Major Breach has been declared
21 by Agency, as provided for herein, even if it is later determined that such default
22 never occurred or that the cause of such default was beyond Contractor's
23 reasonable control;
- 24 K. Failure to assist in the orderly transition, or scaling down of services upon the
25 end of the Exclusive Operating Area (EOA) Agreement if a subsequent EOA
26 Agreement with Contractor is not awarded;

- 1 L. Failure to comply with required payment of fine(s) within thirty (30) calendar days
2 written notice of the imposition of such fine;
- 3 M. Failure to maintain in force throughout the term of this Agreement, including any
4 extensions thereof, the insurance coverage required herein;
- 5 N. Failure to maintain in force throughout the term of this Agreement, including any
6 extensions thereof, the performance security requirements as specified herein;
- 7 O. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade
8 personnel in cooperating with or reporting concerns, deficiencies, etc., to the
9 Agency or other oversight agency;
- 10 P. Any other willful acts or omissions of Contractor that endanger the public health
11 and safety; and
- 12 Q. Failure to timely prepare and submit the required monthly and annual report.
- 13 R. Failing to provide a good faith effort to enter into an agreement(s) with respective
14 fire departments in Contractor's response area(s) by timeline set forth in this
15 Agreement.

16
17 **11.3 Opportunity to Cure**

18
19 Prior to a Declaration of Major Breach by Contract Administrator, Contract Administrator
20 shall provide Contractor with no less than thirty (30) days advance written notice citing,
21 with specificity, the basis for Major Breach. In the event Contractor shall have cured the
22 Major Breach within such thirty (30) day period, or such longer period as may be
23 specified in the advance written notice, this Agreement shall remain in full force and
24 effect. In the event Contract Administrator reasonably deems Contractor to remain in
25 Major Breach as of the end of the notice period specified in the advance written notice,
26 Contract Administrator shall provide Contractor with a notice of termination, setting for
27 the specific reasons Contract Administrator believes Contractor remains in Major
28 Breach and the effective date of termination, which shall be no less than thirty (30) days
29 from the date of the termination notice.

1 **11.4 Declaration of Major Breach and Takeover/Replacement Service**
2

3 If Major Breach has been declared by the Contract Administrator, because Contractor
4 fails to provide ambulance service as required in this Agreement or Agency Medical
5 Director has determined that the health and safety of the public would be endangered
6 by allowing Contractor to continue its operations, Contractor shall cooperate fully with
7 Agency to affect an immediate takeover by Agency of Contractor's equipment and
8 vehicles as described in this Agreement.
9

10 A. All of Contractor's vehicles and related property, including, but not limited to,
11 dispatch and medical equipment, supplies and facilities necessary for the
12 performance of services utilized in the performance of this Agreement shall be
13 deemed assigned to Agency during the takeover period. Contractor shall
14 promptly deliver to Agency all vehicles and equipment utilized in the performance
15 of this Agreement including, but not limited to, ambulances, quick response
16 vehicles, supervisor vehicles, sites used to house equipment, vehicles and staff,
17 maintenance facilities and communications equipment, including dispatch
18 computer hardware and the right to utilize software. Contractor's assignment to
19 Agency shall include the number of vehicles used by Contractor's System Status
20 Plan for the peak hour of the day, peak day of the week, for Emergency Ground
21 Ambulance Services under the terms of this Agreement. Each vehicle shall be
22 equipped at a level in accordance with its utilization in Contractor's System
23 Status Plan and in accordance with EMS Agency Policies, Procedures, and
24 Protocols, including all supplies necessary for minimum stocking levels of such
25 vehicles.
26

27 B. Contractor shall be required to deliver the above delineated vehicles and
28 equipment to Agency in mitigation of any damages to Agency resulting from
29 Contractor's breach. Agency shall also be entitled to utilize, at Contractor's cost,
30 all other services and supplies of Contractor or available to Contractor not
31 previously addressed including billing services, maintenance, administrative
32 consulting and management services. Contractor shall assign all applicable
33 service, supply or other agreements to Agency or, if such agreements require

1 consent for assignment, shall use its best efforts to obtain such consent.
2 Contractor's delivery to Agency of all items listed in 11.2 shall be provided by
3 Contractor at no cost to Agency. Agency shall return all equipment listed in 11.2
4 to Contractor within ninety (90) calendar days of receipt of said equipment.
5

6 C. Consistent with the above provisions, Contractor shall cooperate completely and
7 immediately with Agency to effect an immediate takeover by Agency of
8 Contractor's operations. Such takeover shall be effective immediately or within
9 not more than seventy-two (72) hours, after such finding of Major Breach. The
10 Agency shall attempt to keep whole the existing staff and operations until such
11 time as either a Request for Proposal can be issued and a new Agreement
12 secured or another alternative method of ensuring the continuation of services
13 can be affected. The Contractor shall not be prevented from disputing any such
14 finding of Major Breach through litigation, provided, however that such litigation
15 shall not have the effect of delaying, in any way, the immediate takeover of
16 operations by the Agency.
17

18 D. These provisions are specifically stipulated and agreed to by both Parties as
19 being reasonable and necessary for the protection of the public health and
20 safety, and any legal dispute concerning the finding that a Major Breach has
21 occurred shall be initiated and shall take place only after the emergency takeover
22 has been completed, and shall not under any circumstances, delay the process
23 of the Agency's access to the performance security funds or to Contractor's
24 equipment.
25

26 E. Contractor's cooperation with and full support of such emergency takeover shall
27 not be construed as acceptance by the Contractor of the finding of Major Breach,
28 and shall not in any way jeopardize Contractor's right to recovery should a court
29 later find that declaration of Major Breach was made in error.

30 **11.5 Dispute After Takeover/Replacement**

31 Contractor shall not be prohibited from disputing any finding of Major Breach through
32 litigation, provided, however, that such litigation shall not have the effect of delaying, in

1 any way, the immediate takeover/replacement of operations by Agency. Neither shall
2 such dispute by Contractor delay Agency's access to Contractor's performance security.

3 Any legal dispute concerning a finding of breach shall be initiated only after the
4 emergency takeover/replacement has been completed. Contractor's cooperation with,
5 and full support of, such emergency takeover/ replacement process, as well as the
6 immediate release of performance security funds to Agency, shall not be construed as
7 acceptance by Contractor of the finding of Major Breach, and shall not in any way
8 jeopardize Contractor's right to recovery should a court later determine that the
9 declaration of Major Breach was in error. However, failure on the part of Contractor to
10 cooperate fully with Agency to effect a safe and orderly takeover/replacement of
11 services shall constitute a Major Breach under this ordinance, even if it is later
12 determined that the original declaration of Major Breach was made in error.

13 14 **11.6 Liquidated Damages** 15

16 The unique nature of the services that are the subject of this Agreement requires that, in
17 the event of major default, Agency must restore services immediately, and Contractor
18 must cooperate fully to affect the most orderly possible takeover/replacement of
19 operations. In the event of such a takeover/replacement of Contractor's operations by
20 Agency, it would be difficult or impossible to distinguish the cost to Agency of effecting
21 the takeover/replacement, the cost of correcting the default, the excess operating cost
22 to Agency during an interim period, and the cost of recruiting a replacement for
23 Contractor from the normal cost to Agency that would have occurred even if the default
24 had not occurred. Similarly, if takeover/replacement costs and interim operating costs
25 are high, it would be impossible to determine the extent to which such higher costs were
26 the result of Contractor's default from faulty management or Agency's costs during
27 takeover and interim operations.

28 For these reasons, this liquidated damages provision is a fair and necessary part of this
29 Agreement. The minimum amount of these additional costs to Agency (e.g., costs in
30 excess of those that would have been incurred by Agency if the default had not
31 occurred) are estimated to exceed \$500,000 even assuming Agency's
32 takeover/replacement management team is fully competent to manage the previously

1 contracted functions. Therefore, in the event of such a declared Major Breach and
2 takeover/replacement by Agency of Contractor's services, Contractor shall pay Agency
3 liquidated damages in the amount of one-million dollars (\$1,000,000).

4 5 **11.7 Agency Responsibilities**

6
7 In the event of termination, Agency shall be responsible for complying with all laws, if
8 any, respecting reduction or termination of Prehospital medical services.

9 10 **11.8 Indemnification for Damages, Taxes and Contributions**

11
12 Contractor shall exonerate, indemnify, defend, and hold harmless Agency or Stanislaus
13 County from and against:

- 14 A. Any and all Federal, State and local taxes, charges, fees, or contributions
15 required to be paid with respect to Contractor and Contractor's officers,
16 employees and agents engaged in the performance of this Agreement (including,
17 without limitation, unemployment insurance, and social security and payroll tax
18 withholding).

19 20 **11.9 Equal Employment Opportunity**

21
22 During and in relation to the performance of this Agreement, Contractor agrees as
23 follows:

- 24 A. Contractor shall not discriminate against any employee or applicant for
25 employment because of race, color, religion, national origin, ancestry, physical or
26 mental disability, medical condition (cancer related), marital status, sexual
27 orientation, age (over 18), veteran status, gender, pregnancy, or any other
28 non-merit factor unrelated to job duties. Such action shall include, but not be
29 limited to the following: recruitment, advertising, layoff or termination, rates of pay
30 or other forms of compensation, and selection for training (including
31 apprenticeship), employment, upgrading, demotion, or transfer. Contractor
32 agrees to post in conspicuous places, available to employees and applicants for
33 employment, notice setting forth the provisions of this non-discrimination clause.

1 B. Contractor shall, in all solicitations or advertisements for employees placed by or
2 on behalf of Contractor, state that all qualified applicants will receive
3 consideration for employment without regard to race, color, religion, national
4 origin, ancestry, physical or mental disability, medical condition (cancer related),
5 marital status, sex, sexual orientation, age, veteran status, or any other non-merit
6 factor unrelated to job duties.

7
8 C. In the event of Contractor's non-compliance with the non-discrimination clauses
9 of this Agreement or with any of the said rules, regulations, or orders Contractor
10 may be declared ineligible for further agreements with Agency.

11
12 D. Contractor shall cause the foregoing provisions of this section to be inserted in all
13 subcontracts for any work covered under this Agreement by a Subcontractor
14 compensated more than \$50,000 and employing more than 15 employees,
15 provided that the foregoing provisions shall not apply to contracts or subcontracts
16 for standard commercial supplies or raw materials.

17
18 **11.10 Independent Contractor Status**

19 Contractor is an independent Contractor and not an employee of Agency or Stanislaus
20 County. Contractor is responsible for all insurance (workers compensation,
21 unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any
22 employee benefits. Agency agrees that Contractor shall have the right to control the
23 manner and means of accomplishing the result contracted for herein
24

25
26 **11.11 Non-assignment and Non-delegation**

27 Contractor shall not assign or delegate this Agreement without the prior written consent
28 of Agency.
29

1 **11.12 Monitoring Costs**

2
3 Agency will incur costs associated with oversight of Contactor's operational and clinical
4 performance under this Agreement. Contractor shall pay the Agency for monitoring
5 costs providing such oversight as shown on Exhibit H.
6

7 **11.13 Entire Agreement**

8
9 This Agreement and the exhibits attached hereto constitute the entire Agreement
10 between Agency and Contractor and supersede all prior discussions and negotiations,
11 whether oral or written. Any amendment to this Agreement, including an oral
12 modification supported by new consideration, must be reduced to writing and signed by
13 authorized representatives of both parties before it will be effective.
14

15 **11.14 Binding on Successors**

16
17 This Agreement ensures to the benefit of, and is binding on, the parties and their
18 respective heirs, personal representatives, successors and assigns.
19

20 **11.15 Captions**

21
22 The captions heading the various sections of this Agreement are for the convenience
23 and shall not be considered to limit, expand or define the contents of the respective
24 sections. Masculine, feminine or neuter gender, and the singular and the plural number
25 shall each be considered to include the other whenever the context so requires.
26

27 **11.16 Controlling Law**

28
29 This Agreement shall be interpreted under California law and according to it fair
30 meaning and not in favor of or against any party.
31
32
33
34
35
36
37
38

1 **11.17 Miscellaneous**

- 2
- 3 A. There shall be no reimbursement from the Agency or Stanislaus County for
- 4 services provided pursuant to this Agreement except as provided pursuant to
- 5 separate agreements.
- 6 B. Should there be a change in the Agency's EMS Plan that results in the need to
- 7 make amendments to this Agreement, the Parties agree to negotiate in good
- 8 faith to make such changes as are mutually deemed to be necessary.
- 9 C. Agency agrees that all Agency Policies, Procedures and Protocols adopted by it
- 10 shall be consistent with applicable state and federal laws.
- 11

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

14 **ATTEST:**

15
16
17 Clerk of the Board of Supervisors of the
18 County of Stanislaus State of California

COUNTY OF STANISLAUS, a political
subdivision of the State of California

19
20
21 By: _____
22 Clerk of the Board

23
24
25 By: _____
26 Chairman, Board of Supervisors
27 Stanislaus County, State of
28 California

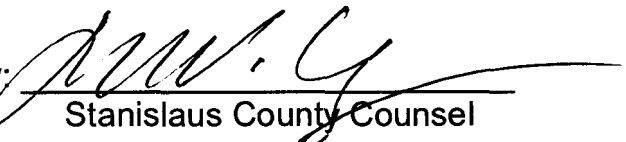
29
30
31 (CONTRACTOR'S NAME)

APPROVED:
MOUNTAIN-VALLEY EMS AGENCY

32 By: _____

33 By: _____
34 Richard Murdock
35 Executive Director/Contract
36 Administrator

APPROVED AS TO FORM:

37
38
39 By: 
40 Stanislaus County Counsel
41

SECTION 12: EXHIBITS

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Exhibit A

EOA and Non-EOA Zone Maps

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Exhibit B

(Contractor's Name)

**DESCRIPTION AMBULANCE ZONES
STANISLAUS COUNTY, CALIFORNIA**

Exhibit C

2012 Population Density Map

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2 **Exhibit D**
3

4 **Non-Compliance Fine Amounts**

5 **Code 2 Response Time Non-Compliance Fines**
6

Urban	15 mins
Suburban	20 mins
Rural	25 mins
Wilderness	As Soon As Possible

- 7
8 1. **FAILING TO MEET RESPONSE TIME:** *For each Code 2 response that exceeds*
9 *the response time standard, the following amounts will be assessed:*

Up to 2:59	\$150
3:00 to 4:59	\$250
5:00 to 9:59	\$500
10:00 to 14:59	\$1,000
15:00 to 19:59	\$2,500
20:00 to 24:59	\$5,000
25:00 to 34:59	\$7,000
35+	\$10,000

- 10
11 2. **FAILING TO MEET 90% COMPLIANCE IN A RESPONSE TIME COMPLIANCE**
12 **PERIOD:** *The following amounts will be assessed if the Contractor falls below*
13 *90% compliance during a *response time compliance period:*

14 ***A response time compliance period is a measurement period defined as**
15 **any complete month or accumulation of complete months in which the total**
16 **numbers of calls, in a response area, equals or exceeds 100 or a twelve**
17 **month period whichever is first.**
18

89 to 89.99%	\$2,500.00
88 to 88.99%	\$5,000.00
87 to 87.99%	\$7,500.00
86 to 86.99%	\$10,000.00
85 to 85.99%	\$12,500.00

1 **Code 3 Response Time Non-Compliance Fines**

- 2
3 1. **FAILING TO MEET RESPONSE TIME:** *For each Code 3 response that exceeds*
4 *the response time standard, the following amounts will be assessed:*

Up to 2:59	\$250
3:00 to 4:59	\$500
5:00 to 9:59	\$1,000
10:00 to 14:59	\$2,000
15:00 to 19:59	\$5,000
20:00 to 24:59	\$8,500
25:00 to 34:59	\$10,000
35+	\$15,000

- 5
6 2. **FAILING TO MEET 90% COMPLIANCE IN A RESPONSE TIME COMPLIANCE**
7 **PERIOD:** *The following amounts will be assessed if the Contractor falls below*
8 *90% compliance during a *response time compliance period:*

9
10 ***A response time compliance period is a measurement period defined as**
11 **any complete month or accumulation of complete months in which the total**
12 **numbers of calls, in a response area, equals or exceeds 100 or a twelve**
13 **month period whichever is first.**

89 to 89.99%	\$7,000.00
88 to 88.99%	\$12,000.00
87 to 87.99%	\$15,000.00
86 to 86.99%	\$20,000.00
85 to 85.99%	\$25,000.00

- 14
15
16 3. **CONSECUTIVE NON-COMPLIANCE MONTHS**

17
18 For any three (3) consecutive compliance periods in which Contractor has not
19 met ninety percent (90%) of the response time standards in a response area
20 during a contract period of five (5) years, Agency shall assess the Contractor
21 the following penalties:

22
23 *First Occurrence: Fine of \$50,000.00*
24 *Second Occurrence: Fine of \$100,000.00*
25 *Third Occurrence: Fine of \$250,000.00 and/or Major Breach*
26

4. \$5,000.00 per incident where Contractor's management level employees or any employee is found to willfully and knowingly encourage or allow the false reporting of any time used to measure Response Time compliance either to the Authorized EMS Dispatch Center or to the Agency
5. \$5,000.00 per incident where Contractor refuses to respond to a Code 2 or Code 3 call, move-up, mutual-aid, or post location.
6. \$5,000.00 per incident where Contractor refers an Advanced Life Support call or transport to a Basic Life Support Ambulance
7. \$250.00 per day for failing to provide Patient Care Data on each call that requires a Patient Care Report by the requirement set forth in Agency Policy 620.30.
8. Once tracking mechanism is in place - \$100.00 per Patient Care Report, on patients requiring transport by an ALS Ground Ambulance, to the department receiving the patient if Contractor fails to comply with Agency Policy.
9. \$500.00 per day will be paid by the Contractor for every day Contractor is past the deadline set forth by Agency, CCR, or FCC on implementation of regulations or mandates.

N. Superior Performance Reward - *If Contractor's response time standards exceed 91% in any given compliance period, the Contractor can earn lump-sum rewards for any one given response area, Contractor will be awarded the following performance rewards to off-set fines assessed for that zone*

Credits cannot be accumulated or carried over into any response period.

EXAMPLE

91-92%	15% Credit
92.01-93%	35% Credit
93.01-94%	50% Credit
94.01-95%	75% Credit
Over 95%	<i>Forgive fines for response time compliance in a single zone except those fines generated by responses greater than 10 min late.</i>

1 For example – Contractor provides 92% compliance for the month of January in
2 the Suburban response area but has 5 calls in the Suburban
3 response area for the same month exceeding 7.5 minutes. Those
4 five calls would earn a 15% credit –

5
6 Call 1 - 8.5 minutes (Exceeds 7.5 mins) = 250.00 fine

7 Call 2 - 9.4 minutes (Exceeds 7.5 mins) = 250.00 fine

8 Call 3 - 12.0 minutes (Exceeds 7.5 mins) = 500.00 fine

9 Call 4 - 18.0 minutes (Exceeds 7.5 mins) = 2,000 fine

10 Call 5 - 8.0 minutes (Exceeds 7.5 mins) = 250.00 fine

11 Total 3,250.00

12 (Total Fine = 3,250.00(minus) – 15% credit = 2,762.50)

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1 **Exhibit E**

2 **Stanislaus County Rates**

3 Effective May 1, 2013, Contractor is authorized to charge the following rates:

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Advanced Life Support (ALS) Base Rate	\$2,322.18
Mileage (per loaded mile)	\$48.44
Basic Life Support (BLS) Base Rate	\$1,655.03
Mileage (per loaded mile)	\$44.04

5 No other charges or itemizations are permitted for services provided under this
6 Agreement without the prior written approval of the Contract Administrator. Rates are
7 subject to change as specified in Section 10.2 of this Agreement.

8

9 **All bills submitted by Contractor to any private party or third party payer for ALS**
10 **Ground Ambulance Services or Emergency Ground Ambulance Services**
11 **rendered under this Agreement shall not exceed the rates which are listed above**
12 **without Contract Administrator approval.**

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Exhibit F

Ongoing Reporting Requirements

MONTHLY REPORT

Please submit the monthly report to MVEMSA (Attention: Contract Administrator) by the 15th of each month

1. Unit deployment to include:
 - Location and Number of vehicles deployed
 - Unit hours budgeted
 - Unit hours actually used
 - Ambulances browned out
 - Ambulances added (overtime) to system
2. Stand-by Report:
 - Number of requested standbys (fire/law)
 - Number of scheduled standbys (special event/sporting events)
3. Exemption Requests to Agency no later than the 15th of the month for the previous month's responses
4. List of pre-hospital service complaints received and disposition or resolute
5. Community education provided
6. Internal unusual occurrence reports or sentinel event
7. Vehicle replacement report or major repair

ANNUAL REPORT

Please submit the annual report to MVEMSA (Attention: Contract Administrator) by the 31st of January for each prior contractual calendar year.

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6 1. Year End Financials to include:

- 7 • Operating Revenue
- 8 • Operating Expenses
- 9 • Accounts Receivables
- 10 • Payer Mix
- 11 • Collection Rate

12
13 2. CQI Plan and Report – also include:

- 14 • Infrequent Skill Competency Review Compliance

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16 3. In-Service Training provided to Pre-hospital Staff

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18 4. Personnel Manual

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20 5. Employee Union Contract

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22 6. New Employee List

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Exhibit G

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2 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	A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide advanced life support consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and Agency policies and procedures.
Advanced Life Support (ALS) Ground Ambulance Service	The transport of a patient in an ALS Ground Ambulance.
Advanced Life Support (ALS) Transport	The transport of a patient in an ALS Ground Ambulance. An ALS Ground Ambulance Service that provides service in an Exclusive Operating Area is entitled to be the provider of all ALS transports within their Exclusive Operating Area.
AGENCY Policies, Procedures and Protocols	All policy, procedure and protocol documents developed through the process described in Agency policies (131.00 through 133.00).
Ambulance Response Zone	A geographic area, the boundaries of which shall be determined by the Stanislaus County Board of Supervisors to assure strategic placement of ambulances and effective ambulance response to life threatening and non-life threatening emergencies, which may include one or more exclusive or non-exclusive operating areas as shown on the map "Ambulance Response Zones of Stanislaus County" on file in the office of the Clerk of the Board of Supervisors, and at the Local EMS Agency.
Arrive Destination	The time that an Emergency Ground Ambulance arrives at an approved receiving facility (or location) or at the point where it is to rendezvous with another ambulance.

Authorized ALS Ambulance Provider	An ambulance provider that is authorized to provide ALS Ground Ambulance Services within Stanislaus County pursuant to an ambulance provider agreement with the Agency.
Authorized EMS Dispatch Center	A dispatch center recommended by the Local EMS Agency and approved and authorized by the Board of Supervisors to dispatch the Emergency Ground Ambulances of the Authorized ALS Ambulance Provider under contract to provide Emergency Ground Ambulance Services within Stanislaus County.
Available to Respond	The time that an Emergency Ground Ambulance is available to respond as directed by the Authorized EMS Dispatch Center.
Basic Life Support Ambulance	An ambulance staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, the Stanislaus County Ambulance Ordinance C.S. 410 and Agency Policies, Procedures and Protocols.
Bay Area Consumer Price Index (CPI)	The CPI for “All Urban Consumers” as noted in April of each year from the U.S. Bureau of Labor Statistics for “San Francisco – Oakland – San Jose, CA.”
Code-2 Call	A Non-Life Threatening Emergency requiring a response without lights and sirens
Code-3 Call	A Life Threatening Emergency requiring a response with red lights and sirens.
CQI	Continuous Quality Improvement.
Dispatched	The time that the ambulance is assigned a call by the Authorized EMS Dispatch Center
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 Ground Ambulance	An ambulance staffed and equipped in compliance with the Agency Policies, Procedures and Protocols.
Emergency Ground Ambulance Services	All ambulance services determined by either an Authorized EMS Dispatch Center or by an Authorized ALS Ambulance Provider (using Emergency Medical Dispatch certified personnel as approved by the Agency) to be provided in response to a Life Threatening or Non-Life Threatening Emergency
Emergency Medical Dispatch (EMD)	A nationally recognized set of standards used by specially trained dispatch personnel that focus upon four main functions: (1) To receive and process telephone calls; (2) To dispatch and coordinate EMS resources based upon prioritization principles that consider the level of the emergency and availability of local EMS resources; (3) To provide medical instruction to callers (pre-arrival instructions) and scene information to EMS crews (post-dispatch); and (4) To coordinate with other public safety agencies.
Emergency Medical Personnel	All public safety first responders, Emergency Medical Dispatchers, EMTs and Paramedics functioning within the Emergency Medical Services System.
Emergency Medical Technician (EMT)	As defined in California Health and Safety Code Section 1797.80.
Paramedic	As defined in California Health and Safety Code Section 1797.84.
En route	The time that a fully staff Emergency Ground Ambulance has departed in order to respond to a request for Emergency Ground Ambulance Services.
Estimated Time of Arrival (E.T.A.)	The estimated time that emergency medical service's resources will arrive at a specific location.
Exclusive Operating Area (EOA)	An EMS area or sub area defined by the emergency medical service's plan for which the Agency restricts operations to one provider of Emergency Ground Ambulance Services and Advanced Life Support Ground Ambulance Services.
From Scene	The time that the ambulance departs from the scene en route to an appropriate receiving location or rendezvous point.

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.
Hospital	A licensed acute care hospital (as referenced by Division 2.5 Health and Safety Code section 1797.88)
GPS Location System	Vehicle tracking devices authorized by the Agency that allow the Authorized EMS Dispatch Center to determine the location of ambulance vehicles via a computerized mapping system.
Life Threatening Emergency	The term used to denote a condition or situation in which an individual has a need for immediate medical attention requiring a Code Three response based upon the patient's reported medical condition, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at an Authorized EMS Dispatch Center or an Authorized ALS Ambulance Provider.
Major Breach	The failure to comply with this Agreement (including but not limited to Contractor's failure to comply with Agency's Policies, Procedures, and Protocols). The determination of a Major Breach of the Agreement shall be by action of Contract Administrator and shall result in corrective action, suspension or termination of this Agreement.
Map Grid	The designation of an area on a map which has been created by the Agency and which has been given an alpha-numeric designation.
Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the Stanislaus County EMS System, pursuant to Section 1797.204 of the Health and Safety Code.
Ninetieth Percentile	The exact call that is identified when the total number of calls in the compliance period is multiplied times .90 (i.e., 500 calls in compliance period times .90 means the 450 call is at the ninetieth percentile.)

Non-Emergency Interfacility Transfer	The term used to denote a condition or situation in which an individual has not experienced a sudden or unexpected change in their medical condition and does not meet the EMD protocol for a life threatening or non-life threatening emergency, and where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.
Non-Exclusive Operating Area	An EMS area or sub area defined by the emergency medical services plan for which the Agency does not restrict operations to one provider of Emergency Ground Ambulance Services and Advanced Life Support Ground Ambulance Services.
Non-Life Threatening Emergency	The term used to denote a condition or situation in which an individual has a need for medical attention requiring a Code Two response based upon the patient's reported medical condition, or where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.
On Scene	For the purposes of measuring the Contractor's Response Time compliance in this Agreement, "On Scene" shall be understood to mean the time the Emergency Ground Ambulance arrives at the address site or at a designated or assigned staging area. In the case of significantly encumbered/restricted access to the patient, the term "On Scene" shall be understood to mean the time the Emergency Ground Ambulance arrives at the restricted access point, e.g. staging area, at the gate of a closed gated community, or rendezvous point to be escorted to the patient by another individual.
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.

Out of Service – No Beds Available	The term used to denote that an Emergency Ground Ambulance is not available to respond to an emergency call because a hospital does not have sufficient bed space to accept a patient that is in the ambulance crew's care and release the ambulance back into service.
Post	The term used to denote a location identified in the Stanislaus County System Status Plan to which an ambulance may be assigned to await its next assignment by the Authorized EMS Dispatch Center.
Provider ALS First Response Vehicle	The term used to denote a non-transporting ALS unit staffed by a minimum of one (1) Paramedic and equipped in compliance with Agency Equipment and Drug Inventory Policy
Record of Calls	As required in Title 13 of the California Code of Regulations, Chapter 5, Article 1, section 1100.7: Every ambulance service shall maintain a current record of each emergency call and shall retain such record for a minimum of three years and contain the following information: (a) Date and time of emergency call, location where service is needed, and identity of person receiving the call for ambulance service; (b) Identity of person or, when applicable, the name of the agency requesting an ambulance; (c) Identification of each ambulance and personnel dispatched, and record of siren and red light use; (d) Explanation of any failure to dispatch an ambulance as requested; (e) Time of "Dispatch," "On Scene" "From Scene," At Destination(f) Destination of patient and time of arrival at destination; (g) Name or other identification of patient (if name unavailable) or description of item requiring emergency transportation.
Response Time	The time measured from the time either an Emergency Ground Ambulance (or a Provider ALS First Response Vehicle integrated into the system by the System Status Plan Committee) is Dispatched until On Scene. A Provider ALS First Response Vehicle On Scene time may be used to calculate the Response Time if adopted as such by the System Status Plan Committee and approved by the Agency

Response Time Compliance Period	A measurement period defined as any complete month, or accumulation of complete months in which the total number of calls, in a response area, (i.e., Zone 1 Suburban) equals or exceeds 100 or a twelve month period whichever is first. Measurement will be calculated separately for Code Two and Code Three calls.
Rural	The term used to denote a response area that consists of grids that are contiguous and parallel to a suburban response grid; contiguous and parallel grids located adjacent to a grid previously identified as rural and meeting the population density of 7 to 50 persons per square mile; and connected by more than one grid to an adjacent response area meeting rural criteria.
Staging	The term used to denote that an ALS Ground Ambulance is dispatched to respond to an area near a Life Threatening or Non-Life Threatening Emergency until allowed to proceed to the site of the patient(s).
Standby	The term used to denote that an ALS Ground Ambulance or Provider ALS First Response Vehicle is staged near and available to an activity at the request of a public safety agency in which it is presumed there is a high likelihood that a Life Threatening or Non-Life Threatening Emergency will occur.
Suburban	The term used to denote a response area that consists of grids that are contiguous and parallel to an urban grid; a contiguous and parallel grid adjacent to a grid previously identified as suburban and meeting the population density of 51 to 99 persons per square mile; and connected by more than one grid to an adjacent response area meeting suburban criteria.
System Status Level	The measurement of the number of ambulances available in a defined area to respond to Life Threatening and Non-Life Threatening Emergencies. (e.g. System Status Level Two would mean two ambulances remain available to respond).

System Status Plan The plan followed by the Contractor and the Authorized EMS Dispatch Center that identifies, the strategic placement of ambulances based upon time of day and ambulance availability and the circumstances under which (a) Mutual Aid response would be requested on Contractor's behalf or (b) Contractor would be requested to perform Mutual Aid for another Contractor in a different Ambulance Response Zone or adjacent county.

System Status Plan Committee The committee comprised of one voting representative from each Authorized ALS Ambulance Provider in Stanislaus County, tasked with developing the System Status Plan, plus one member to be chosen by the Stanislaus County Fire Chiefs' Association.

Urban The term used to denote a response area that consists of grids that are located within the boundaries of an incorporated city, a contiguous and parallel grid adjacent to a grid that is located within the boundaries of an incorporated city, or is adjacent to a grid that abuts a grid previously identified that meets urban criteria, and that meets the population density of greater than 100 persons per square mile; any grid meeting population density criteria for suburban, rural, or wilderness designation that is surrounded on three sides by an urban grid; and connected by more than one grid to an adjacent response area meeting urban criteria.

Wilderness The term used to denote a response grid that does not meet the urban, suburban, or rural area criteria.

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1 **Exhibit H**

2 **Monitoring Fees**

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5 **Emergency Transport Call Volume Fee**

6 The Contractor shall transmit to the Agency an annual Emergency Transport Call
7 Volume Fee of \$200,925.00.

8 All fees will be invoiced by the Agency by July 31 of each fiscal year and all fees will be
9 payable within 60 calendar days unless a monthly or quarterly payment schedule is
10 negotiated with the Agency.

11

12 **Non-Emergency Transport Call Volume Fee**

13 Fees for non-emergency ambulance patient transports will be assessed on a quarterly
14 basis. Contractor will be required to submit a report of patient transport call volume for
15 the previous quarter and pay a fee of \$2.00 for each patient transport. Agency will do
16 periodic validation of the number of calls submitted. Payment will be due 30 calendar
17 days following the end of the quarter.

18

19 **Stanislaus County Monitoring Fee**

20 Contractor shall transmit to the Agency an annual Monitoring Fee of \$144,286.00. One
21 quarter of the annual fee shall be due on July 1, October 1, January 1, and April 1 of
22 each year of this Agreement.

23

24 The funds generated through this fee shall be utilized by the Agency to support the
25 implementation and operations oversight pursuant to the Stanislaus County Ordinance.
26 Contractor agrees to pay any increase in the monitoring fee approved by the Stanislaus
27 County Board of Supervisors.

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AGREEMENT WITH _____
RURAL EMERGENCY AMBULANCE SERVICE IN
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1
2 THIS AGREEMENT, entered into this first day of May 2013 and ending on April
3 20, 2018, by and between the **MOUNTAIN-VALLEY EMS AGENCY**, hereinafter called
4 "**AGENCY**" and _____, hereinafter called "**CONTRACTOR**";

5
6 RECITALS OF AUTHORITY
7

8 Whereas, the California Emergency Medical Services System and the
9 Prehospital Emergency Medical Care Personnel Act, California Health and Safety Code
10 Section 1797, *et seq.* at Sections and 1797.224 and Section 1797.85, allows the local
11 EMS agency to create Exclusive Operating Areas to restrict operations to one or more
12 providers of emergency ambulance services and Advanced Life Support Services in the
13 development of a local plan through a competitive bid process or without a competitive
14 bid process if the area has been served in the same scope and manner without
15 interruption since January 1, 1981; and
16

17 Whereas, pursuant to California Health and Safety Code, Section 1797.200, the
18 County of Stanislaus has designated the Agency to be the local EMS agency and to
19 develop a written agreement with any qualified Paramedic Service Provider that wishes
20 to participate in the Advanced Life Support program in the County of Stanislaus; subject
21 to the rights of providers who are granted Exclusive Operating Areas ("EOAs") and
22

23 Whereas, Title 22 California Code of Regulations Section 100167(b) (4), requires
24 Paramedic Service Providers to have a written agreement with the local EMS Agency to
25 provide advanced life support; and
26

27 Whereas, Section 6.70.030 of Stanislaus County Code "Ambulance Ordinance"
28 establishes that Exclusive Operating Areas and/or Non-exclusive Operating Areas shall
29 be designated; and Section 6.70.040 establishes that those providing ambulance
30 services must have an Ambulance Provider Agreement with the local EMS agency, and
31 Section 6.70.060 establishes that the Ambulance Provider Agreement shall address
32 minimum standards.

1
2 **NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:**

3
4 **SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS**

5
6 **1.1 Contract Administration**

7 The Agency Executive Director shall serve as the Contract Administrator, and shall
8 represent the County in all matters pertaining to this Agreement and shall administer
9 this Agreement on behalf of the County. The Contract Administrator or his/her designee
10 may:

- 11
- 12 A. Audit and inspect the Contractor's financial records, operational records and patient
13 care records;
 - 14 B. Monitor the Contractor's EMS service delivery for compliance with standard of care
15 as defined through law, medical protocols, and policies; and
 - 16 C. Provide technical guidance, as the Contract Administrator deems appropriate.
- 17

18 **1.2 Term of Agreement**

19 The term of this Agreement shall commence at 0001 on May 1, 2013 and terminate at
20 2400 hours on April 30, 2018, unless terminated earlier pursuant to the terms and
21 conditions of this Agreement.

22

23 **1.3 Contract Response Area**

24 All requirements described in this Agreement apply to the County of Stanislaus
25 Exclusive Operating Area (EOA) Zone _____ Non-Exclusive Operating Area Zone
26 _____ as shown in Exhibit A and described in Exhibit B.

27

28 All of the following transports originating in Zone _____ shall be referred to the
29 Contractor, and Contractor shall provide all responses and ground transports as follows:

- 30
- 31 A. Made in response to 9-1-1/Public Service Answering Point (PSAP) requests.
- 32

- 1 B. Made in response to requests for immediate ambulance service transmitted through
2 an authorized 9-1-1/PSAP.
- 3
4 C. Made in response to requests for emergency ambulance service made directly to the
5 ambulance service from a private telephone call without going through an authorized
6 9-1-1/PSAP.
- 7
8 D. Any other request for service requiring an emergency ground ambulance response,
9 as defined by the County's policies and procedures.
- 10
11 E. In consideration for providing ambulance services in accordance with the terms
12 described herein, the Contractor is granted an Exclusive Operating Area (EOA)
13 encompassing the Ambulance Response Zone areas described as Zones
14 _____ in Exhibit-A. Within such EOA, Contractor shall be entitled to be the
15 exclusive provider of all Emergency Ground Ambulance Services and all ALS
16 Ground Ambulance Services during the period of this Agreement and any
17 extensions of this Agreement. The Exclusivity granted under this Agreement is
18 subject to the conditions specified in, the current version of Agency Special Events
19 Policy #570.71, and incorporated by reference herein; and, Exhibit B, "Interfacility
20 Transfer Requirements" that defines the exclusivity parameters with respect to ALS
21 Ground Ambulance Services requested by any hospital for a patient being
22 transferred by such hospital. Agency agrees that it shall not administer this
23 Agreement in a manner that will change the manner and scope of Contractor's
24 operation or jeopardize the integrity of its EOAs under Section 1797.224 of the
25 Health and Safety Code.
- 26
27 F. Agency shall not enter into an ambulance provider agreement with any other firm,
28 agency, city, company or governmental body, other than the federal government, to
29 provide Emergency Ground Ambulance Services or ALS Ground Ambulance
30 Services within the EOA described herein during the period of this Agreement or any
31 extensions except as described herein, nor shall Agency permit any ambulance

1 service provider to render such services within the EOA except as provided in this
2 Agreement.

3
4 G. This Agreement shall not preclude the use of air ambulance resources within the
5 Exclusive Operating Area of Contractor as allowed pursuant to Agency Policies,
6 Procedures and Protocols.

7
8 H. Subject to the limitations specified in 1.3 E. of this agreement, the scope of the
9 exclusive operations granted to Contractor under this Agreement are the fullest
10 allowed under the California Emergency Medical Services Act and Division 2.5 of the
11 Health and Safety Code sections 1797.6, 1797.85, and 1797.224.

12
13 **1.4 Notices**

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

20
Contractor:

Agency: Richard Murdock
EMS Administrator
Mountain-Valley EMS Agency
1101 Standiford Ave., Suite D-1
Modesto, CA 95350

21 **1.5 ALS provider agreement**

22 This agreement will also serve as the Paramedic Service Provider agreement required
23 under 22 C.C.R. § 100167(b) (4).

1

2 **1.6 BLS Ambulance Service Authorization**

3 In consideration for providing ambulance services in accordance with the terms
4 described herein, Contractor is entitled to be a Basic Life Support Ground Ambulance
5 Service Provider for Non-Emergency Interfacility Transfer requests throughout
6 Stanislaus County.

7

8

SECTION 2: ROLES AND RESPONSIBILITIES

9 **2.1 Agency's Functional Responsibilities**

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

- 13 A. Oversee and enforce the Contractor's rights as the sole provider of emergency
14 ambulance services within Zones _____;
- 15 B. Oversee, monitor and evaluate contract performance and compliance; and
- 16 C. Through the Agency, provide medical direction and control of the EMS system, to
17 include EMS dispatch.

18 **2.2 Contractor's Functional Responsibilities**

19 During the Service Period of this Agreement, as defined in Section 1.2, the Contractor
20 shall do all of the following:

- 21 A. Provide pre-hospital emergency medical care and transport services in response to
22 emergency medical calls within Zone _____ twenty-four (24) hours each day,
23 seven days a week, without regard to the patient's financial status.
 - 24 1. Ambulance response times must meet the response-time standards set forth
25 herein, and every ambulance unit provided by the Contractor for emergency
26 response must, at all times, except as authorized by EMS Agency policy, be

1 equipped and staffed to operate at the advanced life support (paramedic) level
2 on all ambulance responses, including immediate and urgent services. Clinical
3 performance must be consistent with approved medical standards and protocols.
4 The conduct and appearance of the Contractor's personnel must be professional
5 and courteous at all times. Patient transportation and disposition will be
6 according to the Agency's Response and Transportation Policies.

7 2. Services and care delivered must be evaluated by the Contractor's internal
8 quality improvement program and as necessary, through the Agency's quality
9 improvement program in order to improve and maintain effective clinical
10 performance, to detect and correct performance deficiencies and to continuously
11 upgrade the performance and reliability of Contractor's services. Clinical and
12 response-time performance must be extremely reliable, with equipment failure
13 and human error held to a minimum through constant attention to performance,
14 protocol, procedure, performance auditing, and prompt and definitive corrective
15 action. This Agreement requires the highest levels of performance and reliability,
16 and mere demonstration of effort, even diligent and well-intentioned effort, shall
17 not substitute for performance results. If the Contractor fails to perform to the
18 Agreement standards, Contractor may be found to be in Major Breach of their
19 Agreement and promptly replaced in order to protect the public health and safety

20 B. Keep a current deployment plan on file with the Contract Administrator and a plan to
21 redeploy or add ambulance hours if response time performance standard is not met;

22 C. Provide all ambulances, as well as other vehicles and equipment that are necessary
23 for the provision of services required under this Agreement;

24 D. Furnish supplies and replacements for those used by the Contractor's personnel;

25 E. Establish a recruitment, hiring and retention system consistent with ensuring a
26 quality workforce of clinically competent employees that are appropriately certified;
27 licensed and/or accredited;

28 F. Comply with all training requirements established by the State of California;

- 1 G. Comply with County EMS Agency policies and procedures;
- 2 H. Maintain neat, clean, and professional appearance of all personnel, facilities, and
3 equipment;
- 4 I. Submit, in a timely manner, reports, which are supported by documentation or other
5 verifiable information, as required by the Agency;
- 6 J. Respond to Agency inquiries about service complaints and reports of investigation
7 within 10 calendar days of notification; and
- 8 K. Notify the Agency of all incidents in which the Contractor's personnel fail to comply
9 with protocols and/or contractual requirements in accordance with Section 6.3 of
10 this Agreement.
- 11 L. Contractor assumes full responsibility for pre-hospital emergency medical response
12 and transport provided by Contractor's agency.

13

14 **2.3 Transition Planning**

15

- 16 A. Contractor is aware that Agency may initiate a competitive procurement process for
17 the award of Contractor's Exclusive and Non-Exclusive Operating Area. In case
18 this action is taken and Contractor is not judged to be the successful bidder, there
19 would be a transition of contractors.
- 20
- 21 B. Should Contractor fail to win any bid, the Contractor agrees to continue to provide
22 all services at the same level of effort and performance required under this
23 Agreement until the subsequent winning bidder takes over.
- 24
- 25 C. If Agency initiates a competitive procurement process for the award of Contractor's
26 Exclusive Operating Area and should Contractor fail to win any bid, the Contractor
27 acknowledges and agrees that supervisory personnel, EMT's, and Paramedics,
28 working in the EMS System have a reasonable expectation of long term
29 employment in this system, even though Contractors may change. Accordingly,

1 Contractor shall not penalize or unreasonably terminate any of its employees who
2 applies for work on a contingent basis with competing bidders, and shall allow
3 without penalty its employees to sign contingent employment agreements with
4 competing bidders at employees' discretion. Contractor may, however, prohibit its
5 employees from assisting competing bidders in preparing their bid proposals by
6 revealing Contractor's trade secrets or other information about Contractor's
7 business practices or field operations.

8 SECTION 3: DEPLOYMENT 9 10

11 **3.1 On-going Deployment Plan Requirements**

- 12 A. An annual deployment plan shall be delivered to the Contract Administrator for
13 approval on or before June 1 of the fiscal year. The Contract Administrator will
14 review the deployment plan and notify the Contractor within 7 calendar days
15 regarding approval.
- 16 B. Should the Contract Administrator not approve the deployment plan the Contractor
17 will be notified within 7 calendar days following the Contract Administrator's review.
18 The Contractor will have 15 calendar days to amend the plan. The deployment plan
19 shall include the following:
- 20 1. Specify locations of ambulances and numbers of vehicles to be deployed.
 - 21 2. Describe any mandatory overtime requirements.
 - 22 3. Describe strategy used to identify and correct response time performance
23 problems.
 - 24 4. Describe any other strategies to enhance system performance and/or efficiency
25 through improved deployment/redeployment practices.

26 27 **3.2 Deployment Requirements** 28

- 29 A. The Contractor shall redeploy ambulances or add additional ambulance hours if the
30 response time performance standard is not met. Failure by Contractor to redeploy
31 or add ambulance units within sixty (60) calendar days of notice by the Contract

1 Administrator shall constitute a major breach of Agreement. The Contractor shall
2 submit proposed changes in the deployment plan in writing to the Contract
3 Administrator thirty (30) calendar days in advance. The 30 calendar day prior
4 written notice shall be waived if Contractor is adding resources to its deployment
5 plan or if an emergency adjustment to the plan is needed to correct an acute
6 performance problem.

7
8 B. Contractor shall Standby, provide Mutual Aid, or Post to other areas within the
9 County of Stanislaus as directed by the Authorized EMS Dispatch Center.

10
11 C. Contractor shall enter into mutual aid agreements with providers, as recommended
12 by the Agency, in nearby service areas outside of Stanislaus County. Contractor will
13 submit a copy of all executed mutual aid agreements to the Agency within 180
14 calendar days from the start date of this Agreement.

15
16 D. An ALS Ambulance may not be used for Non-Emergency Interfacility Transfer
17 requests unless the Authorized EMS Dispatch Center has released the ambulance
18 per the System Status Plan.

19
20 E. Contractor shall assist in servicing, for a period not to exceed ninety (90) calendar
21 days, any other Ambulance Response Zone within the County of Stanislaus for
22 which an Ambulance Provider Agreement has been suspended or terminated.
23 Response time requirements for services provided in such geographic area(s) will
24 be waived during this period.

25
26 F. Contractor agrees to work in good faith with the Agency and other EMS responder
27 agencies to address identified locations that present barriers to expedient access to
28 patients, (e.g. inadequate address markers, gated communities, and industrial
29 complexes).

30
31 G. Contractor shall have operational policies in place which require reporting On
32 Scene as specified in this Agreement.

1 **3.3 Provider ALS First Response Vehicle**
2

- 3 A. Provider ALS First Response Vehicles may be utilized as an adjunct to the
4 emergency ambulance response system, but shall only be eligible to “stop the
5 response clock” with the use of additional EMS personnel responding to the incident
6 that are trained to a minimum level of First Responder.
7

8 SECTION 4: OPERATIONS
9

10 **4.1 Response Time Standards**
11

- 12 A. Response Time Performance – In consideration for being granted authorization to
13 provide ALS Ground Ambulance Services and Emergency Ground Ambulance
14 Services, the Contractor agrees to the following:
15
- 16 1. Each incident will be counted as a single response regardless of the number of
17 units that respond.
 - 18 2. The Contractor shall use its best efforts to minimize variations or fluctuations in
19 response time performance.
 - 20 3. Contractor shall, in the performance of work and provision of services pursuant
21 to the requirements of this Agreement, comply with all federal, state and local
22 laws, regulations, and codes, including the California Emergency Medical
23 Services System and the Prehospital Emergency Medical Care Personnel Act,
24 California Health and Safety Code Sections 1797 and 1798, 13 and 22 C.C.R.,
25 Agency Policies, Procedures, and Protocols and the Stanislaus County
26 Ambulance Ordinance (C.S. 410, Chapter 6.72 of Title 6) in the performance of
27 this Agreement.
 - 28 4. Contractor shall utilize ALS Ambulances to provide services under this
29 Agreement on a twenty-four (24) hour per day basis in response to all Life
30 Threatening Emergencies, Non-Life Threatening Emergencies and Non-
31 Emergency Interfacility Transfers requiring ALS Transport when dispatched by
32 an Authorized EMS Dispatch Center.

- 1 5. Contractor shall capture and record from the Authorized EMS Computer Aided
2 Dispatch (CAD) the EOA or Non-EOA Map Grid and the times at each of the
3 stages of a response as defined herein, (Dispatched, En route, On Scene, From
4 Scene, Arrive Destination, Available to Respond) for each and every request for
5 ALS Ground Ambulance Services and Emergency Ground Ambulance
6 Services.
- 7 6. Response Time Performance measurement shall include response times to
8 Contractor's ambulance zones provided by other authorized ambulance
9 providers when requested by the Contractor's dispatch center.
- 10 7. Contractor shall be responsible for complying with the response time
11 requirements as specified in 4.1 B & C for all emergency ground ambulances
12 which fall within Contractor's EOA and Non-EOA, including those calls
13 responded to by other emergency ground ambulance providers on mutual aid
14 request. Response time measurements shall be calculated and reported on a
15 monthly basis. Contractor will provide response time reports for calls
16 responded to by other emergency ground ambulance providers on a mutual aid
17 request for Contractor.

18
19 B. Response Time Standards for Code Three Responses – Contractor shall ensure
20 that an ALS Ambulance is On Scene of all 911 dispatched **Code Three** calls at the
21 Ninetieth Percentile as measured within the geographic service area(s) defined
22 herein:

- 23
24 1. Within (equal to or less than) 7.5 minutes for map grids designated as **Urban**
25 **Areas**;
 - 26 a. If response time is calculated based upon the on scene time of a
27 Provider ALS First Response Vehicle, the transporting ambulance
28 responding Code 3 must arrive within 11 minutes, at the Ninetieth
29 Percentile in an Urban Area.
- 30 2. Within 11.5 minutes for Map Grids designated as **Suburban**;

- 1 a. If response time is calculated based upon the on scene time of a
2 Provider ALS First Response Vehicle, the transporting ambulance
3 responding Code 3 must arrive within 15 minutes, at the Ninetieth
4 Percentile in a Suburban Area.
- 5 3. Within 19.5 minutes for Map Grids designated as **Rural**;
 - 6 a. If response time is calculated based upon the on scene time of a
7 Provider ALS First Response Vehicle, the transporting ambulance
8 responding Code 3 must arrive within 23 minutes, at the Ninetieth
9 Percentile in a Rural Area.
- 10 4. As soon as possible for Map Grids designated as **Wilderness**;
- 11 5. Response time shall be measured from time Dispatched until time On Scene.
- 12 6. Every 5 year contract period, Agency and Contractor will review the population
13 density assignments, Exhibit B and Exhibit C, and make adjustments as
14 appropriate.
- 15 C. Response Time Standards for Code Two Responses – Contractor shall ensure that
16 an ALS Ambulance is On Scene of all 911 dispatched **Code Two** calls at the
17 Ninetieth Percentile as measured within the geographic service area(s) defined
18 herein:
 - 19 1. Within 15.00 minutes for map grids designated as Urban Areas:
 - 20 a. If response time is calculated based upon the on scene time of a
21 Provider ALS First Response Vehicle, the transporting ambulance
22 responding Code 2 must arrive within 20 minutes, at the Ninetieth
23 Percentile in an Urban Area.
 - 24 2. Within 20.00 minutes for map grids designated as Suburban Areas;
 - 25 a. If response time is calculated based upon the on scene time of a
26 Provider ALS First Response Vehicle, the transporting ambulance
27 responding Code 2 must arrive within 25 minutes, at the Ninetieth
28 Percentile in a Suburban Area.
 - 29 3. Within 25.00minutes for map grids designated as Rural Areas;

1 a. If response time is calculated based upon the on scene time of a
2 Provider ALS First Response Vehicle, the transporting ambulance
3 responding Code 2 must arrive within 30 minutes, at the Ninetieth
4 Percentile in a Rural Area.

5 4. As soon as possible for Map Grids designated as a Wilderness Area

6 5. Response time shall be measured from time Dispatched until time On Scene.

7 6. Every 5 year contract period, Agency and Contractor will review the population
8 density assignments, Exhibit B and Exhibit C, and make adjustments as
9 appropriate

10
11 **D. Response Time Compliance**

12
13 1. Upon determination by Agency that Contractor has failed to meet response
14 time compliance, fines will be assessed as outline in Exhibit D of this
15 Agreement.

16
17 a. For each Response Time Compliance Period measured within
18 Zone _____ in which Contractor fails to meet the
19 requirements in 4.1 B. and C. at least at the Ninetieth Percentile,
20 fines will **AUTOMATICALLY be assessed to the**
21 **CONTRACTOR.**

22 b. For purposes of response time compliance measurements, all
23 Zone _____ calls will be added to Contractors Zone _____
24 rural compliance.

25 c. Contractor agrees to pay fine charges, measured separately for
26 each response zone, for Urban, Suburban, and Rural of this
27 Agreement, for any Response Time Compliance Period when
28 Response Time compliance is not met at least at the Ninetieth
29 Percentile (Exhibit D).

30
31 2. For each month in which any one of the requirements in 4.1 B & C is not met,
32 Contractor shall meet with the Agency Administrator or his/her designee within

1 15 calendar days to develop a strategy to solve this response compliance
2 problem.

3
4 E. Response Time Exemptions - In some cases, late responses will be excused from
5 financial penalties and from response time compliance reports. Examples of current
6 exemptions include:

- 7 1. Multiple units to the same scene.
- 8 2. Inclement weather conditions which impair visibility or create other unsafe
9 driving conditions;
- 10 3. Wrong address provided by the requesting party;
- 11 4. Unavoidable delay caused by unreported road construction;
- 12 5. Restricted road access;
- 13 6. Delays in transferring care in the emergency department.
- 14 7. All other exemption requests shall be for good cause only, as determined by the
15 Agency. **Exemptions shall be considered on a case-by-case basis. The**
16 **burden of proof that there is good cause for an exemption shall rest with**
17 **the Contractor, and the Contractor must have acted in good faith.** The
18 alleged good cause must have been a substantial factor in producing the
19 excessive response time.

20
21 F. Contractor shall abide by the following timeline to ensure timely delivery of
22 response time compliance reports:

- 23
24 1. Contractor will submit time edits to LifeCom no later than the 3rd calendar
25 day of each month for the previous month responses
- 26 2. LifeCom will complete time edits no later than 5 p.m. on the 7th calendar
27 day of each month for the previous month responses.
- 28 3. Contractor will submit exemption requests to Agency no later than 12 p.m.
29 (Noon) on the 15th calendar day of each month for the previous month
30 responses.

1 G. Response Time Calculations – Response times shall be calculated from the time of
2 dispatch at the authorized EMS dispatch center to the hour, minute and seconds the
3 Contractor, (or other authorized ambulance provider requested by the authorized
4 dispatch center), arrives on scene with a fully equipped and staffed ALS ambulance.

5
6 H. Applicable Calls – Response time standards shall apply to all emergency and non-
7 emergency ambulance requests requiring a Code-3 or Code-2 response as
8 determined by the authorized EMS dispatch center using call prioritizing and
9 dispatch protocols approved by the Agency.

10
11 Each incident shall be counted as a single response regardless of the number of
12 first responders or ambulances actually utilized and only the first arriving
13 ambulance's time shall be applicable. If a response is canceled, upgraded or
14 downgraded to a lower priority, fines may be assessed if the response time
15 standard was exceeded at the time of cancellation for either upgrades or
16 downgrades.

17
18 The Contractor shall not be held accountable for emergency or non-emergency
19 response time compliance for any request for service originating outside Zone
20 _____ and those responses will not be counted in the number of total calls used
21 to determine response time compliance under this Agreement.

22
23 I. System Status Plan Compliance:

- 24
25 1. Contractor agrees to assign a representative to membership on the System
26 Status Plan Committee. The committee meets monthly under the oversight of
27 the Agency. The committee reviews and makes recommendations to the Agency
28 regarding the System Status Plan.
- 29 2. The System Status Plan shall not be implemented without the approval of the
30 Agency. The Agency reserves the right to require changes to the System Status
31 Plan.

- 1 3. The Contractor will agree to abide by the current version of the System Status
2 Plan. The plan may include the use of Provider ALS First Response Vehicles.
- 3 4. The System Status Plan shall respect the integrity of Contractor's EOA
4 boundaries and shall not be designed or implemented in a way that jeopardizes
5 the continuation of such EOAs.
- 6 5. The System Status Plan shall be designed to trigger a Mutual Aid request to the
7 closest appropriate Contractor in situations where a patient has a Life-
8 Threatening or Non-Life Threatening Emergency requiring the closest
9 appropriate Contractor, as identified pursuant to protocols promulgated by
10 Agency's Medical Director, and the Contractor responsible for the Zone is not the
11 closest appropriate responder.
- 12 6. No Contractor shall be permitted to Post in another Contractor's Ambulance
13 Response Zone unless authorized to do so by the Authorized EMS Dispatch
14 Agency in accordance with the System Status Plan.

15 J. Air Ambulance/Air Rescue Services - The Agency reserves the right to allow
16 helicopter air ambulance or helicopter air rescue services to operate in Stanislaus
17 County for the purpose of providing air ambulance/air rescue transportation services
18 for both immediate and scheduled responses. This includes flights and
19 transportation within the exclusive operating area. Prehospital utilization of such
20 services is based upon Agency's policies and procedures. The Contractor shall
21 comply with Agency's policies and procedures regarding the use of these services.
22 Dispatch services for helicopter ambulance services and helicopter rescue services
23 shall be provided in accordance with EMS policies and procedures.

24 K. Standbys— Contractor is responsible for providing standbys when requested by law
25 enforcement or fire agencies. Language addressing the delivery of a standby shall
26 be defined in written subcontracts between Contractor and fire agencies.

27 L. Special events

- 28 1. Contractor shall adhere to Agency Special Event Policy when providing ALS or
29 BLS ambulance coverage for a special event.

- 1 2. Contractor shall not be precluded from performing other outside work, such as
- 2 non-emergency medical transfers.
- 3 3. Nothing in this Agreement shall excuse Contractor from satisfying its obligations
- 4 under the terms of this Agreement.

5

6 **4.2 Dispatch Requirements**

7 Contractor shall acknowledge Stanislaus County's intent to increase the integration of

8 Call-taking and Dispatch. Once an implementation and funding plan is established, the

9 Contractor would have the option of rejecting the plan, however upon such rejection, the

10 County would release a Request for Proposal (RFP) for ambulance services. Under

11 this scenario, the effective date would be based on the readiness of Agency to launch

12 new agreements and no later than the expiration of the existing agreements, whichever

13 comes first.

14 Costs associated with future consolidation will be discussed with Contractor prior to

15 implementation. The following language shall be adhered to until implementation of

16 Stanislaus County's consolidated dispatch center:

17

18 A. The Contractor shall maintain a contract with an Authorized EMS Dispatch Center

19 authorized to provide dispatch services for Life Threatening or Non-Life Threatening

20 Emergency requests within Stanislaus County for the dispatch of ambulances 24

21 hours a day during the term of this Agreement. The Contractor shall ensure that all

22 requests for Non-Emergency Interfacility Transfers are processed through an EMD

23 dispatch center that meets the requirements of Mountain-Valley EMS Agency

24 Communication Policies.

25

26 B. Contractor shall obtain, install, and maintain in Contractor's ambulances all such

27 communications equipment as is determined through Agency policy to be

28 necessary for the effective and efficient dispatch of ambulances. For those

29 ambulances that will be responding to 911 calls, GPS Location Systems are

30 required. GPS Location System equipment failures shall not result in an

31 ambulance being "out of service," and Contractor shall make reasonable efforts to

1 immediately seek repair of malfunctioning GPS Location System equipment. All
2 communication equipment purchased during the term of this Agreement shall have
3 technology that allows for the identification of each party communicating utilizing
4 communication equipment. . All communications equipment purchased shall be in
5 compliance with Stanislaus County Operational Area, Tactical Interoperability
6 Communications Plan. Subject to applicable laws and the permission of the
7 relevant agencies, the equipment shall allow effective and efficient communication
8 with Public Safety Agencies, and air ambulance service providers.

9
10 C. Contractor shall obtain, install, and maintain in Contractor's ambulances all such
11 communication equipment as is deemed by Agency Communication Policies to be
12 appropriate for transmission of voice communications for medical direction by base
13 hospitals designated by the Agency.

14
15 D. Contractor shall be financially responsible for installation; purchase/rental and
16 maintenance of communication equipment provided in section 4.2 (C & D) of this
17 agreement.

18
19 E. Contractor shall establish policies that ensure that upon receipt of a private request
20 for ambulance services, that pertinent information including callback number,
21 location, and nature of the incident is ascertained and immediately transferred to
22 the Authorized EMS Dispatch Center.

23
24 F. Contractor shall assist the Authorized EMS Dispatch Center by seeking to ensure
25 that - Contractor's' Ambulance, which is geographically closest, and having the
26 shortest ETA to the scene of a Code Two or Code Three call is dispatched.

27
28 G. Contractor shall ensure that a Record of Calls, as defined in 13 C.C.R, Division 2,
29 Chapter 5, Article 1, Section 1100.7 is maintained. In addition, Contractor shall
30 ensure a record of all requests for ambulance service.is maintained by the
31 Authorized EMS Dispatch Center.

1
2 H. In the event of a specific request by the Agency, Contractor shall ensure that all Life
3 Threatening and Non-Life Threatening Emergency services will only be provided
4 with approval of the Authorized EMS Dispatch Center.

5
6 I. Contractor's agreement with the Authorized EMS Dispatch Center shall require that
7 dispatch data is provided electronically on a daily basis. The data shall conform to
8 EMD Provider Agency/Ambulance Data Requirements Policy and EMS Dispatch
9 Provider Agency Standards Policy.

10
11 **4.3 Equipment and Supplies**

12
13 A. Ambulances – Emergency Ground Ambulances shall not be kept in service to
14 respond to Life Threatening and Non-Life Threatening Emergencies when the
15 vehicle mileage exceeds 250,000 miles without the approval of the Agency.

16 1. Contractor shall maintain, and provide to the Contract Administrator, a
17 complete listing of all ambulances (including reserve ambulances) to be used in
18 the performance of the Agreement including their license and vehicle
19 identification numbers, and the name and address of the lien holder, if any.
20 Changes in the lien holder, as well as the transfer of ownership, purchase, or
21 sale of ambulances used under the agreement shall be reported to the Contract
22 Administrator on the quarterly report.

23 2. Vehicle Maintenance Program – The Contractor's vehicle maintenance
24 program shall be designed and conducted so as to achieve the highest
25 standards of reliability appropriate to a modern emergency service.

1 The Contractor shall maintain all ambulances. Any ambulance with any
2 deficiency that compromises, or may compromise, its performance shall be
3 immediately removed from service.

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

7
8
9 **B. Vehicle Failure** – In each instance of an ALS Ambulance vehicle failure on a Life
10 Threatening or Non-Life Threatening Emergency call resulting in the inability to
11 continue the response to or transport of the patient, Contractor shall submit an
12 Unusual Occurrence Report which at a minimum shall include: how long it took for
13 another ALS Ambulance to respond to the same call; which Authorized ALS
14 Ambulance Provider responded; the reason or suspected reason(s) for vehicle
15 failure and/or malfunction, and actions Contractor has taken to prevent similar
16 failures.

17
18 1. In each instance where the mode of patient transport changes due to vehicle
19 failure or malfunction, the Contractor will require that ambulance personnel on
20 vehicle(s) which fail and the personnel on vehicle(s) which transport(s) the
21 patient submit distinct separate Patient Care Records.

22
23 **C. Ambulance Equipment and Supplies** – Each ambulance shall, at all times, maintain
24 an equipment and supply inventory sufficient to meet federal, State, and local
25 requirements for ALS level ambulances, including the requirements of Mountain-
26 Valley EMS Agency Equipment and Drug Inventory Policy 407.00. Contractor shall
27 be responsible for stocking all expendable supplies including medications.

28
29 1. All ambulance vehicles shall, as a minimum, meet all standards of 13 C.C.R., ,
30 Federal Communications Commission (FCC) regulations and mandates, and

1 Agency's timeline with respect to implementation of regulations or mandates
2 set forth by Agency, FCC or in the C.C.R.

3 a. A fine of \$500.00 per day will be paid by the Contractor for every day
4 Contractor is past the deadline set forth by Agency, FCC, or in the C.C.R.
5 on implementation of regulations or mandates.

- 6 2. Contractor shall ensure that each ALS Ambulance carries equipment and
7 supplies pursuant to Agency policy. Vehicles, equipment, and supplies shall be
8 maintained in clean, sanitary, and safe mechanical conditions at all times.
- 9 3. Contractor shall maintain, within the exclusive operating area, a surplus of all
10 required supplies sufficient to sustain operations for a minimum of five (5)
11 calendar days.
- 12 4. The Agency Medical Director or his/her designee(s) may at any time, without
13 prior notice, inspect Contractor's ambulances in order to verify compliance with
14 this Agreement. An inspection may be postponed if it is shown that the
15 inspection would unduly delay an ambulance from responding to an ambulance
16 request. A memorandum of the inspection specifying any deficiencies, date of
17 inspection, ambulance number, and names of participating crew shall be
18 provided to the Contractor. Contractor must show proof of correction for any
19 deficiencies noted in said memorandum of inspection as specified by the
20 Agency. A deficient ambulance may be immediately removed from service if, in
21 the opinion of the EMS Medical Director or his/her designee(s), the deficiencies
22 are a danger to the health and safety of the public or if the deficiencies in a
23 previously issued memorandum of inspection have not been corrected in the
24 time specified. Agency agrees to place any unit that has been removed from
25 service back in service immediately following the documented correction of the
26 defined deficiency.
- 27 5. Contractor shall develop and maintain a fleet management plan, maintain a
28 record of the preventative maintenance, repairs and strategic replacement of
29 equipment and vehicles and shall make such plan and records available to the
30 Agency upon request.

1 D. Controlled Substances – The Contractor shall have controlled substance policies
2 and procedures, consistent with Drug Enforcement Administration (DEA)
3 requirements, to govern the storage, inventory, accountability, restocking, and
4 procurement of controlled drugs and substances permitted by the Agency to be
5 carried and utilized in the provisions of ALS by paramedics.

6 The Agency Medical Director shall approve all controlled substance policies and
7 procedures of Contractor.

8
9 Any incident of non-compliance with controlled substance policies and procedures
10 shall be reported immediately to the Contract Administrator.

11 12 **4.4 Disaster Preparedness** 13

14 A. Disaster Plan – Contractor shall have a plan for the immediate recall of personnel to
15 staff units during multi-casualty situations, or declared disaster situations. This plan
16 shall include the ability of the Contractor to page and alert off-duty personnel. The
17 Contractor shall participate in training programs and exercises designed to upgrade,
18 evaluate, and maintain readiness of the system’s disaster and multi-casualty
19 response system.

20
21 B. Mutual aid - To the extent that the Contractor has units available, but consistent with
22 its primary responsibility to provide ambulance and emergency medical services in
23 the exclusive operating area, the Contractor, with Agency approval, shall render
24 “mutual aid” to those providers of emergency medical services operating within
25 adjacent areas in and out of Stanislaus County in order to insure that timely
26 emergency medical services are rendered to persons in need of such services
27 within those areas.

28
29 C. Disaster Planning – The Contractor shall actively participate with the Agency in
30 disaster planning. The Contractor shall designate a representative who shall
31 regularly attend meetings and shall be the liaison for disaster activities with the

1 Agency and with other agencies. The Contractor shall provide field personnel and
2 transport resources for participation in any Agency approved disaster drill in which
3 the Agency disaster plan/multi-casualty incident plan is exercised.
4

5 D. Disaster Assistance - When requested by the Agency, the Contractor may provide a
6 senior operations manager, if available, as a resource to the County's Emergency
7 Operations Center or other location as an Agency representative
8

9 E. Disaster Response – If a disaster declaration is made, the Agency Medical Director
10 or his/her designee may suspend normal operations and the Contractor shall
11 respond in accordance with the disaster plan. The following provisions may apply,
12 as determined by the Contract Administrator, during and after a disaster:
13

14 1. During such periods, the Contractor may be released, at the discretion of the
15 Contract Administrator, from response time performance requirements for all
16 responses, including response time penalties. At the scene of such disasters,
17 Contractor personnel shall perform in accordance with the Agency disaster
18 plan.

19 2. When disaster response has been terminated, the Contractor shall resume
20 normal operations as rapidly as is practical considering exhaustion of
21 personnel, need for restocking, and other relevant considerations and shall
22 keep the Contract Administrator informed of factors that limit Contractor's ability
23 to resume normal operations.

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

27 F. At the scene of a Multi-Casualty Incident (MCI), the Contractor's personnel shall
28 perform as part of the Incident Command System (ICS) structure and in accordance
29 with the California Emergency Response System's Standardized Emergency
30 Management System (SEMS) and in accordance with Agency policies and
31 procedures.

1 **4.5 System Committee Participation**

2
3 The Contractor shall designate appropriate personnel to participate in committees that
4 have a direct impact on emergency medical services in Stanislaus County.
5

6 **4.6 Community Education/Prevention**

7
8 A. Contractor is encouraged to offer a variety of public education programs, including,
9 but not limited to, EMS system use, citizen cardiopulmonary resuscitation (CPR),
10 disaster preparedness, injury prevention, seat belt and helmet use, infant/child car
11 seats, and injury prevention for elders. Other appropriate activities might include
12 blood pressure screening, speaking to community groups, and programs for school
13 children and adolescents. The Contractor should work collaboratively with other
14 public safety and EMS related groups such as the American Heart Association, the
15 American Red Cross, and health care organizations to plan and provide public
16 education programs. As part of the Annual Report, Contractor shall provide Agency
17 a report outlining all community education activities over the preceding twelve (12)
18 month period.
19

20 **4.7 EMS Training Programs**

21
22 A. The Contractor shall make a good faith effort to participate in monthly training
23 programs with fire departments and other first responder organizations within
24 Stanislaus County. These may include, but not be limited to, joint training exercises
25 and providing instructors for training courses, evaluators for EMT and first
26 responder testing, and similar activities.

27 B. Contractor shall make a good faith effort to provide field internship opportunities for
28 paramedic students from Agency approved training programs and accreditation
29 process.
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4.8 Receiving Facility Relationships

A. Contractor will provide interested receiving facilities with access to and training in electronic pre-hospital 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.

SECTION 5: PERSONNEL

5.1 Clinical and Staffing Standards

The Agency 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 Agency policies, procedures and field treatment guidelines. All persons employed by the Contractor in the performance of work under this agreement shall be competent and shall hold appropriate and current valid certificates/licenses/accreditations as established by the State of California and the Agency for their level of certificate. The Contractor shall be held accountable for its employees' licensure, performance and actions.

- A. Contractor's Personnel Policy - Contractor shall provide the Agency with Contractor's current personnel policy and procedure manual(s) upon request which shall address, at a minimum, staffing and shift scheduling, avoidance of crew fatigue, crew quarters, conduct at a scene, conduct in relation to first responder personnel, conduct during patient care management, contact with base hospital(s), use of safety apparel, identification, driver training and company orientation.
- B. Ambulance Staffing – When responding to a Life Threatening or Non-Life Threatening call, an Emergency Ground Ambulance shall be staffed in accordance with Agency Response and Transport Policies.

- 1 1. Contractor shall have a policy that prohibits Contractor's employees from
2 performing any services as contemplated herein while under the influence of
3 any alcoholic beverage, illegal drug, or narcotic. In addition, policy shall
4 prohibit Contractor's employees from performing such services under the
5 influence of any other substances, including prescription or non-prescription
6 medications, which impairs their physical or mental performance.
- 7 2. Contractor shall maintain a current list of pre-hospital personnel including their
8 addresses, phone numbers, qualifications, certificates, and licenses with
9 expiration dates and provide it to the Agency upon request.
- 10 3. Contractor shall ensure that all personnel wear appropriate uniform attire and
11 comply with Contractors standards for grooming.
- 12 4. Contractor shall have in place policies which require EMS personnel to follow
13 all Agency Policies, Procedures and Protocols.
- 14 5. Contractor shall require that patient care records be completed by Contractor's
15 personnel per Agency policy.
- 16 6. Contractor shall require that all Advanced Life Support personnel successfully
17 complete courses every two years in Advanced Cardiac Life Support, and
18 either Pediatric Emergencies for Prehospital Personnel, Emergency Pediatric
19 Care, or Pediatric Advanced Life Support, and either Basic Trauma Life
20 Support, International Trauma Life Support, or Prehospital Trauma Life
21 Support. Newly hired Advanced Life Support personnel must complete these
22 courses within twelve months of being hired.
- 23 7. All field personnel shall be required to complete, within twelve (12) months of
24 hire, "Medical Response to Weapons of Mass Destruction (WMD) Incidents
25 with Med-Plus or equivalent training as approved by the Agency.
- 26 8. Patient care documentation education shall be required annually for all ALS
27 personnel.
- 28 9. Field personnel may be required to obtain any other specialized training
29 mutually agreed upon by the Contractor and Agency.
- 30

1 C. Management and Supervision – Contractor shall provide the management
2 personnel necessary to administer and oversee all aspects of emergency
3 ambulance service.

4
5 D. Orientation of New Personnel – Contractor shall ensure that field personnel are
6 properly oriented before being assigned to respond to emergency medical requests.
7 The orientation shall include, at a minimum, an EMS system overview; EMS policies
8 and procedures including patient destination, trauma triage and patient treatment
9 protocols; radio communications with and between the ambulance, base hospital,
10 receiving facilities, and dispatch center; map reading skills, including key landmarks,
11 routes to hospitals and other major receiving facilities; emergency response areas
12 within the Agency and in surrounding areas; and ambulance equipment utilization
13 and maintenance, in addition to the Contractor's policies and procedures.
14 Contractor shall be responsible for ensuring that this standard is met.

- 15
16 1. Contractor shall implement a program, to train EMT personnel to assist
17 Paramedic in the provision of advanced life support patient care.
18 2. Contractor shall maintain an on-going emergency vehicle operations
19 course for ambulance personnel.
20 3. Contractor shall have a program for ensuring personnel are prepared to
21 respond to emergency requests through in-service training and continuing
22 education.
23 4. Contractor shall provide training in cultural competency, EMS for Children,
24 conflict resolution, and assaultive behavior management.
25 5. Contractor shall be responsible for providing the pre-accreditation field
26 evaluation phase of the Agency paramedic accreditation process for its
27 ambulance personnel as per Agency Policy.
28 6. Contractor shall notify Contract Administrator in writing of any changes
29 made to the new employee orientation program and will submit, as part of
30 Contractor's Annual Report, a report listing all new employee orientation
31 activities for the preceding twelve (12) months.

1 E. Infrequent-Use Skills Refresher – Contractor shall ensure that paramedic personnel
2 are proficient in the Agency’s ALS scope of practice prior to performing these skills
3 on patients in the field setting. The Contractor shall be responsible for ensuring that
4 Paramedics assigned to ALS ambulances comply with Agency Policy on
5 maintenance of skill competency.

6
7 F. Preparation for Multi-Casualty Response – Contractor shall ensure that all
8 ambulance personnel/supervisory staff are trained and prepared to assume their
9 respective roles and responsibilities under the Region IV Multi-Casualty Medical
10 Incident (MCI) Plan. Contractor shall ensure that its personnel are trained as
11 follows:

- 12
- 13 1. Ambulance strike team leader training for field supervisors, alternates, and field
14 training officers,
- 15 2. Hazardous materials first responder awareness training for all field employees,
- 16 3. Training requirements outlined in Agency NIMS Compliance Policy.
- 17

18 **5.2 Compensation/Working Conditions for Ambulance Personnel**

19

20 A. Work schedules and conditions

21

- 22 1. Contractor shall utilize reasonable work schedules and shift assignments to
23 provide reasonable working conditions for ambulance personnel. Contractor
24 shall ensure that ambulance personnel working extended shifts, , and/or
25 voluntary or mandatory overtime are not fatigued to an extent that might impair
26 their judgment or motor skills.
- 27 2. Contractor agrees to maintain a crew quarters at any location where ambulance
28 crews and student/trainees are normally scheduled to work shifts exceeding
29 twelve (12) hours.
- 30 3. Ambulance crew quarters, at locations where ambulance crews are normally
31 scheduled to work shifts exceeding twelve (12) hours, shall include security,

1 shower, toilet, kitchen, day room, sleeping facilities and shall be maintained in a
2 safe and clean condition.

- 3 4. Contractor shall make available to all personnel all notices and bulletins from
4 the Agency directed to field personnel. In addition, the Contractor agrees to
5 have a current Agency Policies and Procedures Manual accessible to all
6 personnel.

7
8 B. New employee recruitment and screening process – The Contractor shall operate a
9 program of personnel recruitment and screening designed to attract and retain field
10 personnel.

11
12 C. Employee Assistance Program – The nature of work in emergency medical services
13 may produce stress in pre-hospital care personnel. Contractor shall maintain an
14 employee assistance program (EAP) for its employees.

15
16 **5.3 Safety and Infection Control**
17

18 A. Contractor shall provide personnel with training, equipment, and immunizations
19 necessary to ensure protection from illness or injury when responding to an
20 emergency medical request.

21 B. Contractor shall notify the Agency within five (5) calendar days of any Cal/OSHA
22 (Division of Occupational Safety and Health) major enforcement actions, and of any
23 claim, litigation, or other legal or regulatory proceedings in progress or being
24 brought against Contractor's Stanislaus County operations.

25 C. Contractor shall, upon request, furnish documentation satisfactory to Stanislaus
26 County's Health Officer, of the absence of tuberculosis disease for any employee or
27 volunteer who provides services under this Agreement.

28 D. The Contractor shall have an Agency approved Communicable Disease Policy that
29 complies with all Occupational Safety and Health Administration (OSHA)
30 requirements and other regulations related to prevention, reporting of exposure, and

1 disposal of medical waste. All Prehospital personnel shall be trained in prevention
2 and universal precautions.

3 4 SECTION 6: QUALITY/PERFORMANCE 5

6 **6.1 Continuous Quality Improvement Program** 7

8 A. Quality improvement program - The Contractor shall establish a comprehensive
9 emergency medical services system quality improvement (QI) program meeting the
10 requirements of 22 C.C.R, Division 9, Chapter 12 (EMS System Quality
11 Improvement) and related guidelines.
12

- 13 1. The program shall be designed to interface with the Agency's quality
14 improvement program, including participation in system related quality
15 improvement activities. The program shall be an organized, coordinated,
16 multidisciplinary approach to the assessment of pre-hospital emergency
17 medical response and patient care for the purpose of improving patient care
18 service and outcome. The program shall adhere to MVEMSA Quality
19 Improvement Policies.
- 20 2. Contractor shall designate a Paramedic(s) or Registered Nurse approved by
21 the Agency, to function as a Liaison between the Contractor and the Agency
22 to perform internal quality assurance per Agency Policies Procedures and
23 Protocols, assist in the investigation of unusual occurrences as identified by
24 the Agency, and attend scheduled Liaison meetings as required by the
25 Agency.
- 26 3. In addition, Contractor shall:
 - 27 a. Review its QI program annually for appropriateness to the Contractor's
28 operation and revise as needed;
 - 29 b. Participate in the Agency's QI program that may include making available
30 relevant records for program monitoring and evaluation;
 - 31 c. Develop, in cooperation with appropriate personnel/agencies, a
32 performance improvement action plan when the QI program identifies a

1 need for improvement. If the area identified as needing improvement
2 includes system clinical issues, collaboration is required with the
3 Contractor's medical director and the Agency's medical director or his/her
4 designee;

5 d. Contractor agrees to submit, no later than the 15th calendar day of each
6 month data from the previous month's calls, all quality assurance reports
7 and data required by the Agency in the format developed and approved by
8 the Local Quality Improvement Group.

9 i. Contractor agrees to pay a penalty of \$500 for each instance of
10 failure to submit quality assurance data within the established
11 timelines as developed by the Agency.

12 ii. Contractor may appeal, to the Agency, the assessment of fines for
13 failure to meet the requirements of Section 6.1 A.2.d. The burden
14 of proof to waive the fines shall rest with the Contractor.

15 e. Provide the Agency with an annual update on the Contractor's QI
16 program. The update shall include, but not be limited to, a summary of
17 how the Contractor's QI program addressed the program indicators. This
18 update shall be submitted no later than June 30 for the preceding 12
19 month period of May 1 through April 30.

20 B. Written quality improvement plan – Contractor's written QI plan shall comply with 22
21 C.C.R. Section 100402, (EMS Service Provider Responsibilities), the California
22 EMS System Quality Improvement Guidelines, and MVEMSA Quality Improvement
23 Policies. It shall include indicators which address, but are not limited to, the
24 following:

- 25 1. Personnel
- 26 2. Equipment and supplies
- 27 3. Documentation
- 28 4. Clinical care and patient outcome
- 29 5. Skills maintenance/competency
- 30 6. Transportation/facilities

1 7. Public education and prevention

2 8. Risk management

3
4 C. Medical Director: Contractor may employ a Medical Director for Quality
5 Improvement and Training purposes that shall be a board certified emergency
6 physician in the State of California. Contractor's Medical Director shall cooperate
7 with Agency's Medical Director who is responsible for the medical control of the
8 Stanislaus County EMS system.

9
10 **6.2 Inquiries and Complaints**

11
12 Contractor shall provide good faith effort to inquiries and complaints from the general
13 public by meeting, phone call, or in writing within 7 calendar days of inquiry or
14 complaint. Such responses shall be subject to the limitations imposed by patient
15 confidentiality restrictions.

16
17 **6.3 Unusual Occurrences**

18
19 A. Contractor shall complete an unusual occurrence report for personnel involved in an
20 unusual occurrence, in accordance with Agency policies and procedures.

21
22 **6.4 Training Officer**

23
24 A. Contractor shall I designate a Paramedic or Registered Nurse (approved by the
25 Agency) to act as Training Officer who shall oversee the required training and
26 orientation of all new EMTs/Paramedic's employed by the Contractor. The Training
27 Officer shall submit, when requested, a written evaluation of each new EMT
28 verifying that orientation requirements have been completed. These orientation
29 requirements shall include all local policies and procedures, and any additional
30 training required by the Agency within six months of hire.

1 B. The Training Officer(s) shall attend scheduled training meetings as required by the
2 Agency, and provide training to Contractor's ambulance personnel as deemed
3 necessary by Agency.
4

5 SECTION 7: DATA AND REPORTING 6

7 **7.1 Data System Hardware and Software** 8

9 A. Contractor will submit required data elements in an electronic format acceptable to
10 the Agency.
11

12 B. Contractor shall provide Patient Care Record (PCR) information for each call that
13 requires the generation of a PCR per Agency policy, on a daily basis. The daily
14 submission of electronic PCR information shall include data not later than three (3)
15 calendar days following the date of the call (excluding weekends and holidays).
16 Submission of PCR information shall continue monthly until such time Agency and
17 Contractor are compatible and capable of daily transmission and; final protocols are
18 established for transmission including addendums and corrections. Electronic PCRs
19 shall utilize data elements outlined in EMD Provider Agency/Ambulance Data
20 Requirements Policy and any other data elements requested by the Agency.
21

- 22 1. Once process has been put in place the following will be applicable:
23 Failure to provide ninety-five percent (95%) of this data in compliance with
24 this requirement will result in a fine charge of \$500.00 payable by
25 Contractor to Agency each day until the data is received by Agency. The
26 fine charges referenced in this section will be payable to the Agency on a
27 monthly basis and will be utilized in the same manner as the fine charges
28 described in this Agreement. Nothing herein shall be construed to require
29 Contractor to violate any applicable state or federal law governing patient
30 confidentiality and, in the event of any conflict between this Agreement
31 and any such law, applicable law shall control.
32

1 C. PCRs, on patients requiring transport by an ALS Ground Ambulance, shall be
2 delivered to the department receiving the patient in compliance with Agency
3 Facilities and Critical Care Policies at the ninetieth percentile during any three-month
4 period.

5
6 D. The Agency is working with the Base Hospitals to develop a mechanism for tracking
7 PCRs.

8
9 E. Once the mechanism for tracking is in place failure to comply with this requirement
10 will result in a fine of \$100.00 payable by Contractor to Agency each day until 90%
11 compliance is met at each department to which the Contractor transports patients.

12
13 1. Contractor may appeal, to the Agency, the assessment of fines for failure
14 to meet the requirements. The burden of proof to waive the fines shall
15 rest with the Contractor.

16 2. Contractor shall provide additional information and reports as the Agency
17 may require monitoring the performance of the Contractor under this
18 Agreement.

19
20 **7.2 Use and Reporting Responsibilities**
21

22 A. Contractor is responsible for Authorized EMS Dispatch Center reporting
23 computer-aided dispatch data to the Agency, in an electronic format acceptable
24 to the Agency, on a monthly basis. Computer-aided dispatch (CAD) data shall
25 include, as a minimum, records for all emergency ambulance requests received
26 at the Contractor's dispatch center. Each computer-aided dispatch record
27 submitted to the Agency shall, as a minimum, contain the data fields required by
28 Agency Data Collection and System Evaluation Policies.

29 B. The EMS data system shall be used for documentation of patient medical records,
30 continuous quality improvement, and reporting aggregate data as required by
31 Agency.

1
2 The EMS data system shall contain all EMS responses and patient records. These
3 patient records shall contain a unique identifier for each patient (e.g., Patient Care
4 Report (PCR) number), automated dispatch system information for the response,
5 pre-hospital personnel for the response, patient name, address, insurance type (e.g.
6 private insurance, Medicare, Medi-Cal, Self-Pay), patient history and physical
7 findings, treatment rendered, and disposition. The Contractor shall comply with the
8 requirements for the PCR as identified in Agency policy. The Contractor shall utilize
9 an EMS data system that includes all of the fields required by Agency Data
10 Collection and System Evaluation Policies.

- 11
12 C. Contractor shall use an EMS data system approved by the Agency with respect to
13 data structures, code sets (i.e. pick list values), and data export capabilities.

14
15 **7.3 Other Reporting Responsibilities**

- 16
17 A. Contractor shall maintain current records related to EMT and Paramedic
18 accreditation, certification, and continuing education.

- 19
20 1. Upon request, Contractor shall provide the Agency with a list of EMTs currently
21 employed by the Contractor. Information shall include, but not be limited to,
22 name and EMT certification number.
23 2. Upon request, Contractor shall provide the Agency with a list of Paramedics
24 currently employed by the Contractor. Information shall include, but not be
25 limited to, name and Paramedic license number.

- 26 B. Contractor shall complete, maintain, and provide to Agency the reports listed in
27 Exhibit F.

1 **7.4 Audits and Inspections**

- 2 A. Contractor shall retain and make available for inspection by the Agency during the
3 term of the Agreement and for at least a three-year period from expiration of the
4 Agreement all documents and records required and described herein.
- 5 B. At any time during normal business hours, and as often as may reasonably be
6 deemed necessary, the Agency's representatives, including EMS Agency
7 representatives and the EMS Medical Director, may observe the Contractor's
8 operations. Additionally, the Contractor shall make available for Agency
9 examination and audit, all contracts (including union contracts), invoices, materials,
10 payrolls, inventory records, records of personnel (with the exception of confidential
11 personnel records), daily logs, conditions of employment and other data related to
12 all matters covered by the Agreement.
- 13 C. Agency representatives may, at any time, and without notification, directly observe
14 and inspect the Contractor's operation, ride as "third person" on any of the
15 Contractor's ambulance units, provided however, that in exercising this right to
16 inspection and observation, such representatives shall conduct themselves in a
17 professional and courteous manner, shall not interfere in any way with the
18 Contractor's employees in the performance of their duties, and shall, at all times, be
19 respectful of the Contractor's employer/employee relationship.
- 20 D. The Agency's right to observe and inspect the Contractor's business office
21 operations or records shall be restricted to normal business hours, except as
22 provided above.
- 23 E. Annual Financial Review – Contractor shall complete financial records in an
24 auditable form and content according to Generally Accepted Accounting Principles.
25 Financial records shall include Operating Revenue, Operating Expenses, Accounts
26 Receivables, Payer Mix, and Insurance Collection Rate pertinent to performance of
27 this Agreement and shall be provided to the Agency as described in the monthly
28 report (Exhibit F). The Agency shall protect the financial records and any

1 information taken there from as confidential and shall not disclose such records or
2 information except as required by law.

3 F. Upon written request of the Agency, Contractor shall prepare and submit written
4 reports on any incident arising out of services provided under this Agreement.
5 Agency recognizes that any report generated pursuant to this paragraph is
6 confidential in nature and shall not be released, duplicated, or made public without
7 the written permission of Contractor or upon request to Agency by a subpoena or
8 other legal order compelling disclosure.

9 G. Contractor's records shall not be made available to parties or persons outside the
10 Agency without Contractor's prior written consent, unless disclosure is required by a
11 subpoena or other legal order compelling disclosure.

12 **7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-**
13 **191**

14 A. Patient's privacy and confidentiality shall be protected in compliance with Health
15 Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable
16 laws related to privacy. Employees shall not disclose patient medical information to
17 any person not providing medical care to the patient.

18 B. During the term of this Agreement, each party may receive from the other party, or
19 may receive or create on behalf of the other party, certain confidential health or
20 medical information (Protected Health Information "PHI", as further defined below).
21 This PHI is subject to protection under state and/or federal law, including the Health
22 Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA)
23 and regulations promulgated there under by the U.S. Department of Health and
24 Human Services (HIPAA Regulations). Each party represents that it has in place
25 policies and procedures that will adequately safeguard any PHI it receives or
26 creates, and each party specifically agrees to safeguard and protect the
27 confidentiality of PHI consistent with applicable law. Without limiting the generality
28 of the foregoing, each party agrees that it shall have in place all policies and

1 procedures required to comply with HIPAA and the HIPAA Regulations prior to the
2 date on which such compliance is required. Contractor shall require subcontractors
3 to abide by the requirements of this section.

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

12 13 SECTION 8: RELATIONSHIPS AND ACCOUNTABILITY

14 15 **8.1 Relationships and Accountability**

16 17 **A. First Responder Relationships**

- 18
19 1. Contractor shall support the development and integration of the fire first
20 response component of the EMS System and shall cooperate with the
21 expansion of ALS fire first response.
- 22
23 2. Contractor shall ensure that its personnel work professionally and
24 collaboratively with the fire first responders in the transition of patient care
at the scene.

25 **B. Subcontracts**

- 26
27 1. Contractor is responsible for the comprehensive services necessary for
28 medical emergency response and transport. To the extent supportive
29 services are desired from others such as fire entities in order to provide
30 medical response and transport, written subcontracts must be entered into
advance and requires prior approval of the Agency Contract Administrator.

1 At no time however would response by an entity other than Contractor
2 satisfy the response time requirement.

- 3
- 4 a. Contractor agrees to commence negotiations within 90 calendar
5 days from May 1, 2013 of Ambulance Provider Agreement with fire
6 agencies within their Non-Exclusive or Exclusive Operating Areas.
7 The agreement must be completed by November 1, 2013. **Upon**
8 **mutual agreement between Contractor and fire agency, the**
9 **Agency Contract Administrator may extend the agreement**
10 **timeline up to 12 months.**
- 11 b. Contractor will pay a fine of 1000.00 per day for each day past the
12 deadline and be subject to major breach unless the Contractor is
13 working in good faith with fire agencies in producing an agreement
14 or an extension was given by the Contract Administrator.

15

16 C. If the subcontract(s) and associated scope of service is approved, the Contractor
17 shall be accountable for the performance of the subcontractor(s).

18

19 D. The inability or failure of any subcontractor to perform any duty or deliver
20 contracted performance will not excuse the primary Contractor from any
21 responsibility under this Agreement.

22

23 E. Contractor shall designate a management liaison to work with the Agency in
24 monitoring compliance of subcontractors with contractual and system standards.

25

26 **8.2 General Subcontracting Provisions**

27

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

- 1 A. Contractor has legal responsibility for performance of all contract terms including
2 those subcontracted.
3
- 4 B. Nothing in the Agreement, or in any subcontract, shall preclude the Agency from
5 monitoring the EMS activity of any subcontractor.
6
- 7 C. There shall be a section in each subcontract requiring prior approval from the
8 Agency before any subcontract may be modified.
9
- 10 D. The Contractor shall assure that the subcontractors cooperate fully with the
11 Agency.
12
- 13 E. In the event discrepancies or disputes arise between this Agreement and the
14 subcontracts, the terms of this Agreement shall prevail in all cases.

15 **8.3 Performance Criteria**

16 All subcontractors will be held to the same performance criteria as the primary
17 Contractor, with respect to quality improvement activities, medical control, continuing
18 education, and response-time compliance.

- 19 A. The Contractor is responsible for subcontractor's performance in EOA or Non-EOA
20 and shall pay fines for late response times according to the terms of this Agreement
21 as described in Exhibit D.
- 22 B. Subcontracts shall provide that paramedic and EMT first responders shall work
23 cooperatively and supportively in the provision of care by the Contractor on-scene,
24 and shall, if requested by Contractor personnel, assist in providing care en route
25 to the receiving facility.
26
27
28
29

1
2 SECTION 9: ADMINISTRATIVE REQUIREMENTS
3

4 **9.1 Insurance**
5

6 Contractor, at its sole cost and expense, shall obtain, maintain, and comply with all
7 Agency insurance coverage and requirements. Such insurance shall be occurrence
8 based or claims made with tail coverage or shall be in a form and format acceptable to
9 Stanislaus County Counsel and Stanislaus County Risk Management and shall be
10 primary coverage as respects County.
11

12 A. **Insurance and Indemnification**
13

14 1. Without limiting the County of Stanislaus or the Agency's right to obtain
15 indemnification from the Contractor or any third parties, subject to the Contractor's
16 right to seek subrogation for indemnification paid to the County of Stanislaus and
17 Agency under the Agreement and to the extent such indemnification is paid
18 pursuant to this paragraph, the Contractor, at its/their sole expense, shall maintain
19 or cause to be maintained in full force and effect the following insurance
20 throughout the term of the Agreement:
21

22 a. For the Contractor's local operation in Stanislaus County - combined public
23 liability, general liability, bodily injury and property damage liability
24 insurance in amount of not less than five million dollars (\$5,000,000) in
25 coverage for each occurrence;

26 b. Medical liability insurance and automobile liability insurance, in an amount
27 of not less than one million dollars (\$1,000,000) in coverage for any injury
28 or death arising out of any one (1) occurrence, and each of said insurance
29 coverage shall have an annual aggregate limitation of not less than
30 \$2,000,000.
31

1 c. Worker's compensation insurance providing full statutory coverage, in
2 accordance with the California Labor Code, for any and all of the
3 Contractor's personnel who will be assigned to the performance of the
4 Agreement by the Contractor in accordance with the California Labor Code.

- 5 2. Such insurance policies shall name the County of Stanislaus, its officers, agents,
6 and employees, and the Agency, its officers, agents and employees, as an
7 additional named insured (except for worker's compensation insurance). Such
8 coverage for said additional named insured shall be primary insurance and any
9 other insurance, or self-insurance, maintained by the County of Stanislaus, its
10 officer, agents, and employees, the Agency, its officers, agents and employees,
11 shall be secondary and excess only and not contributing with insurance provided
12 under the Contractor's policies herein. This insurance shall not be canceled or
13 changed to restrict coverage without a minimum of thirty (30) calendar day's
14 written notice given to the Agency and the County Risk Management Division. If
15 such insurance policies have a deductible, or if a Self-Insured Retention has a
16 deductible, such deductible shall be in an amount not less than ten thousand
17 dollars (\$10,000) per occurrence unless approved by Contract Administrator. For
18 Workers' Compensation Insurance, the insurance carrier shall agree to waive all
19 rights of subrogation against the Agency, the County, and their respective
20 officers, officials and employees for losses arising from the performance of or the
21 omission to perform any term or condition of this Agreement by the Contractor.
- 22 3. Contractor shall provide certificates of insurance on the foregoing policies as
23 required herein to the Agency annually, which state or show that such insurance
24 coverage has been obtained and is in full force and effect.
- 25 4. Contractor shall exonerate, indemnify, defend, and hold harmless Agency or
26 Stanislaus County from and against all claims, damages, losses, judgments,
27 liabilities, expenses, and other costs including litigation costs and attorney's fees
28 arising out of, resulting from any negligent or wrongful act or omission of
29 Contractor or its agents, officers, or employees in connection with the
30 performance of this Agreement.

- 1 5. Contractor shall save and hold harmless Agency and the County of Stanislaus
2 and their officers, employees and agents, from any and all liability for damages,
3 including, but not limited to, monetary loss, judgments, orders of a court, and any
4 other detriment or liability that may arise from any injury to a person or persons,
5 and for damages to property, arising from or out of any negligent or wrongful act
6 or omission of Contractor or its agents, officers, or employees in the performance
7 of the Agreement.
- 8 6. Contractor's obligation to defend, indemnify, and hold the Agency and the County
9 of Stanislaus, and their agents, officers, and employees harmless under the
10 provisions of the paragraphs in this section is not limited to or restricted by any
11 requirement in this Agreement for Contractor to procure and maintain a policy of
12 insurance.
- 13 7. Agency agrees to defend, indemnify, save and hold harmless the Contractor and
14 it's officers, employees and agents, from any and all claims, damages, losses,
15 judgments, liabilities, expenses, and other costs including litigation costs and
16 attorney's fees arising out of, resulting from, any negligent or wrongful act or
17 omission of Agency or its agents, officers, or employees in connection with the
18 performance of this Agreement by Agency or Agency's agents, officers, or
19 employees.
- 20 8. Agency shall save and hold harmless Contractor and its officers, directors,
21 shareholders, agents, and employees, from any and all liability for damages,
22 including but not limited to, monetary loss, judgments, orders of a court, and any
23 other detriment or liability that may arise from any injury to a person or persons
24 and for damages to property arising from or out of Agency's promulgation of
25 official rules, regulations, or Agency Policies and Procedures not in existence as
26 of the date of this Agreement.
- 27 9. Agency, at its sole expense, shall maintain or cause to be maintained in full force
28 and effect, general liability insurance in an amount of not less than \$1,000,000 in
29 coverage for each occurrence and an annual aggregate limitation of not less than
30 \$2,000,000. Agency shall provide Contractor, upon Contractor's request, a

1 certificate of insurance stating that such insurance coverage has been obtained
2 and is in full force and effect.

3
4 **9.2 Business Office, Billing and Collection System**
5

6 A. Local Office – Contractor shall maintain a local business office within Stanislaus
7 County for billing assistance and other customer inquiries.

8
9 B. Telephone access – Contractor shall provide a toll-free telephone number that
10 allows patients to speak to a customer service representative at Contractor’s
11 regional billing office.

12
13 C. Billing and collections system – Contractor shall utilize a billing and collections
14 system that is well-documented and easy to audit, which minimizes the effort
15 required to obtain reimbursement from third party sources for which they may be
16 eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims.

17
18 D. Agency and Contractor shall abide by all Federal and State non-discrimination laws
19 regarding governmental agency contracts and sub-contracts as outlined in the Non-
20 Discrimination Statement below:

21
22 1. Compliance with Non-Discrimination Laws. During the performance of this
23 Agreement, Contractor will comply with Title VII of the Civil Right Act of 1964
24 and that no person shall, on the grounds of race, creed, color, disability, sex,
25 gender (including gender identity and gender expression), national origin,
26 ancestry, physical or mental disability, medical condition (including genetic
27 characteristics), marital status, sexual orientation, age, religion, political
28 affiliation, or any other non-merit factors, be excluded from participation in, be
29 denied the benefits of, or be otherwise subjected to discrimination under this
30 Agreement. Contractor shall comply with all applicable Federal, State and
31 local laws and regulations related to non-discrimination and equal opportunity,

1 including without limitation the Agency's nondiscrimination policy; the Fair
2 Employment and Housing Act (Government Code sections 12900 et seq.);
3 California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil
4 Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations
5 promulgated in the California Code of Regulations or the Code of Federal
6 Regulations.

8 SECTION 10: FISCAL REQUIREMENTS

10 **10.1 General Provisions**

- 11 A. As compensation for services, labor, equipment, supplies and materials furnished
12 under this Agreement, Contractor shall collect revenues as permitted in this section.
- 13 B. All financial reports provided by Contractor shall be in accordance with Generally
14 Accepted Accounting Principles and be based on an accrual system.
- 15 C. Fiscal year for reporting purposes of this Agreement will be the Contractor's fiscal
16 year.
- 17 D. Contractor shall maintain copies of all financial statements, records and receipts
18 that support and identify operations for a minimum of five (5) years from the end of
19 the reporting period to which they pertain. Contractor will provide Agency or its
20 designee access to all records for analytical purposes.

22 **10.2 Billing and Collections**

- 24 A. Rates – Approved rates are located in **Exhibit E**. Contractor agrees to bill all
25 transports and medical care without discount of these rates except as provided
26 herein.

27 All bills submitted by Contractor to any private party or third party payer for ALS
28 Ground Ambulance Services or Emergency Ground Ambulance Services rendered
29 under this Agreement shall not exceed the rates which have been reported to the
30 Agency

1 B. Rate Increases – Contract Administrator shall automatically adjust permissible rates
2 annually if the consumer price index increases in excess of two percent (2%). No
3 more than a five percent (5%) increase shall be authorized annually.

4 1. Rate Increase for Cause – In the event that unforeseeable system costs
5 will cause a significant impact to the solvency of the Contractors ability to
6 perform the services contained herein, Contractor may petition for a rate
7 increase with cause. Authorization for increases is at the sole and
8 absolute discretion of the Contract Administrator and is final. If the petition
9 for a rate increase is denied by the Contract Administrator, Contractor
10 shall not be released from its obligations under this Agreement, nor shall
11 the Agency’s rights and remedies be diminished as a consequence
12 thereof.

13 2. Rate Increase for Expendable Supplies – Contract Administrator may
14 approve charges for expendable supplies when said supplies are newly
15 required by EMS Prehospital protocols adopted during the term of this
16 Agreement or when the Contract Administrator approves new items to be
17 stocked on ambulances.

18 C. Medicare and Medi-Cal – Contractor shall accept Medicare and Medi-Cal
19 assignment.

20 D. Medical Assistance Program and Correctional Health Services – Contractor shall
21 accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the
22 County’s Medical Assistance Program (MAP) and for all inmates and jail detainees
23 for whom the County is financially responsible.

1 **10.3 Reporting Responsibilities**

- 2
- 3 A. During the Service Period, Contractor shall provide the documents and reports as
- 4 shown in Exhibit F.
- 5
- 6 B. The Contractor shall remit monitoring fees to the Agency as shown in Exhibit H.
- 7 Contractor agrees to pay any increase in the monitoring fee approved by the
- 8 Stanislaus County Board of Supervisors. The funds generated through this fee shall
- 9 be utilized by the Agency to support the implementation and operations oversight
- 10 pursuant to the Stanislaus County Ambulance Ordinance.
- 11

12 **10.4 Fines and Fees**

- 13
- 14 A. Contractor shall be liable for all of the penalties, fines, and monitoring costs
- 15 provided in this Agreement, Exhibit D, and Exhibit H.
- 16
- 17 B. All Fines generated for non-compliance issues will be assessed automatically to the
- 18 Contractor by the Agency
- 19
- 20 C. Payment Methodology – Agency will make final penalty determinations and invoice
- 21 the Contractor. Contractor shall pay the Agency according to the schedule listed in
- 22 Exhibit D and Exhibit H.
- 23
- 24 D. Fine Disputes – If the Contractor disputes the Agency’s response time calculation,
- 25 or the imposition of any other fines, the Contractor may appeal to the Agency in
- 26 writing within ten (10) calendar days of receipt of notice of penalty. The written
- 27 appeal shall describe the problem and an explanation of the reasons why such
- 28 penalty should not be assessed. The Stanislaus County Emergency Medical
- 29 Services Committee (EMSC) shall review all appeals and shall issue a decision
- 30 regarding the ruling as to the issues at hand and determination regarding the
- 31 imposition, waiver, or suspension of the penalty in writing to the Contractor and
- Agency Executive Director within thirty (30) calendar days of receipt of such
- requests and advise of the determination of such review. The decision of the
- Agency Executive Director regarding such matters shall be final.

1 E. Use of Fine Monies – Fine monies shall be expended in a manner that benefits the
2 EMS system as determined by the discretion of the Agency Executive Director.
3 The Executive Director will seek recommendations from Stanislaus County EMSC
4 in accordance with Stanislaus County EMSC bylaws and Stanislaus County
5 Ordinance.

6
7 SECTION 11: GENERAL AGREEMENT REQUIREMENTS
8

9 **11.1 Terms of Agreement**
10

11 This Agreement is an Agreement by and between Agency and Contractor and is not
12 intended to and shall not be construed to create the relationship of agency, servant,
13 employee, partnership, joint venture or association.
14

15 A. Amendments or modifications to the provisions of this Agreement may be initiated
16 by any party hereto and may only be incorporated into this Agreement upon the
17 mutual consent of all Parties and must be in writing.
18

19 B. The failure of any party hereto to insist upon strict performance of any of the terms,
20 covenants or conditions of this Agreement in any one or more instances shall not
21 be construed as a waiver or relinquishment for the future of any such terms,
22 covenants or conditions, but all of the same shall be and remain in full force and
23 effect.
24

25 C. This Agreement shall not be deemed to have been made for the implied benefit of
26 any person who is not a party hereto.
27

28 D. Contractor agrees to keep the Agency advised at all times of the name and location
29 of the Contractor's parent company, if any.
30

31 E. Contractor shall notify Agency of any threatened labor action or strike that would
32 adversely affect its performance under this Agreement. Contractor shall provide

1 Agency and other affected public or private entities with a written plan of proposed
2 actions in the event of any threatened work force action or strike.

3
4 F. Neither Agency nor Contractor shall assign this Agreement to another party without
5 obtaining the prior written consent of all other parties to this Agreement, except
6 should Stanislaus County withdraw from the Mountain-Valley EMS Agency Joint
7 Powers Agreement, this Agreement may be assigned to Stanislaus County or their
8 designee.

9
10 G. The terms of this Agreement shall be in full force and effect for a period of five (5)
11 years beginning on the date first stated above, unless otherwise terminated or
12 modified pursuant to the terms of the Agreement or if upon written notice by either
13 PARTY, that renegotiation of the Agreement is desired, or Agency informs
14 Contractor in writing that Contractor's Exclusive Operating Area shall be subjected
15 to a competitive bid process. Pursuant to the Guidelines established by the State
16 Emergency Medical Services Authority, the Agreement may be reviewed annually,
17 and all Parties shall be under a duty to act in good faith to renegotiate the
18 Agreement on an annual basis if any Party expresses a need for such
19 renegotiation. Such renegotiation shall not result in termination of this Agreement.

20
21 **11.2 Termination for Cause**

22
23 Either party may terminate this Agreement at any time for cause or for Major Breach of
24 its provisions consistent with the provisions herein.

25
26 Certain conditions and circumstances shall, as determined by Contract Administrator,
27 constitute a Major Breach of this Agreement by the Contractor, these conditions and
28 circumstances include, but are not limited to:

29
30 A. Failure of Contractor to operate its ambulances and emergency medical services
31 program in a manner which enables Agency and Contractor to remain in

1 substantial compliance with the requirements of Federal, State, and local laws,
2 rules and regulations;

3
4 B. Willful falsification of information supplied by Contractor in its proposal and during
5 the consideration, implementation, and subsequent operation of its ambulance
6 and emergency medical services program, including, but not limited to, dispatch
7 data, patient reporting data, and response time performance data, as relates to
8 this Agreement;

9
10 C. Documented persistent failure of Contractor's employees to conduct themselves
11 in a professional and courteous manner where reasonable remedial action has
12 not been taken by Contractor;

13
14 D. Failure to comply with these response time performance requirements for three
15 consecutive calendar months shall be a Major Breach of this Agreement;

16
17 E. Failure to substantially and consistently meet or exceed the various clinical and
18 staffing standards required herein;

19
20 F. Failure to participate in the established Continuous Quality Improvement program
21 of the Agency, including, but not limited to investigation of incidents and
22 implementing prescribed corrective actions;

23
24 G. Failure to maintain equipment or vehicles in accordance with good maintenance
25 practices, or to replace equipment or vehicles in accordance with Contractor's
26 submitted and accepted Equipment Replacement Policy, except as extended use
27 of such equipment is approved by Agency as provided for herein;

28
29 H. Chronic or persistent failure to comply with conditions stipulated by Agency to
30 correct any Major Breach conditions;

- 1 I. Failure of Contractor to cooperate and assist Agency in the investigation or
2 correction of any Major Breach of the terms of this Agreement;
3
- 4 J. Failure by Contractor to cooperate with and assist Agency in its takeover or
5 replacement of Contractor's operations after a Major Breach has been declared
6 by Agency, as provided for herein, even if it is later determined that such default
7 never occurred or that the cause of such default was beyond Contractor's
8 reasonable control;
9
- 10 K. Failure to assist in the orderly transition, or scaling down of services upon the
11 end of the Exclusive Operating Area (EOA) Agreement if a subsequent EOA
12 Agreement with Contractor is not awarded;
13
- 14 L. Failure to comply with required payment of fine(s) within thirty (30) calendar days
15 written notice of the imposition of such fine;
16
- 17 M. Failure to maintain in force throughout the term of this Agreement, including any
18 extensions thereof, the insurance coverage required herein;
19
- 20 N. Failure to maintain in force throughout the term of this Agreement, including any
21 extensions thereof, the performance security requirements as specified herein;
22
- 23 O. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade
24 personnel in cooperating with or reporting concerns, deficiencies, etc., to the
25 Agency or other oversight agency;
26
- 27 P. Any other willful acts or omissions of Contractor that endanger the public health
28 and safety; and
29
- 30 Q. Failure to timely prepare and submit the required monthly and annual report.
31

1 R. Failing to provide a good faith effort to enter into an agreement(s) with respective
2 fire departments in Contractor's response area(s) by timeline set forth in this
3 Agreement.

4
5 **11.3 Opportunity to Cure**
6

7
8 Prior to a Declaration of Major Breach by Contract Administrator, Contract Administrator
9 shall provide Contractor with no less than thirty (30) days advance written notice citing,
10 with specificity, the basis for Major Breach. In the event Contractor shall have cured the
11 Major Breach within such thirty (30) day period, or such longer period as may be
12 specified in the advance written notice, this Agreement shall remain in full force and
13 effect. In the event Contract Administrator reasonably deems Contractor to remain in
14 Major Breach as of the end of the notice period specified in the advance written notice,
15 Contract Administrator shall provide Contractor with a notice of termination, setting for
16 the specific reasons Contract Administrator believes Contractor remains in Major
17 Breach and the effective date of termination, which shall be no less than thirty (30) days
18 from the date of the termination notice.

19
20 **11.4 Declaration of Major Breach and Takeover/Replacement Service**
21

22 If Major Breach has been declared by the Contract Administrator, because Contractor
23 fails to provide ambulance service as required in this Agreement or Agency Medical
24 Director has determined that the health and safety of the public would be endangered
25 by allowing Contractor to continue its operations, Contractor shall cooperate fully with
26 Agency to affect an immediate takeover by Agency of Contractor's equipment and
27 vehicles as described in this Agreement.

28
29 A. All of Contractor's vehicles and related property, including, but not limited to,
30 dispatch and medical equipment, supplies and facilities necessary for the
31 performance of services utilized in the performance of this Agreement shall be
32 deemed assigned to Agency during the takeover period. Contractor shall

1 promptly deliver to Agency all vehicles and equipment utilized in the performance
2 of this Agreement including, but not limited to, ambulances, quick response
3 vehicles, supervisor vehicles, sites used to house equipment, vehicles and staff,
4 maintenance facilities and communications equipment, including dispatch
5 computer hardware and the right to utilize software. Contractor's assignment to
6 Agency shall include the number of vehicles used by Contractor's System Status
7 Plan for the peak hour of the day, peak day of the week, for Emergency Ground
8 Ambulance Services under the terms of this Agreement. Each vehicle shall be
9 equipped at a level in accordance with its utilization in Contractor's System
10 Status Plan and in accordance with EMS Agency Policies, Procedures, and
11 Protocols, including all supplies necessary for minimum stocking levels of such
12 vehicles.

13
14 B. Contractor shall be required to deliver the above delineated vehicles and
15 equipment to Agency in mitigation of any damages to Agency resulting from
16 Contractor's breach. Agency shall also be entitled to utilize, at Contractor's cost,
17 all other services and supplies of Contractor or available to Contractor not
18 previously addressed including billing services, maintenance, administrative
19 consulting and management services. Contractor shall assign all applicable
20 service, supply or other agreements to Agency or, if such agreements require
21 consent for assignment, shall use its best efforts to obtain such consent.
22 Contractor's delivery to Agency of all items listed in 11.2 shall be provided by
23 Contractor at no cost to Agency. Agency shall return all equipment listed in 11.2
24 to Contractor within ninety (90) calendar days of receipt of said equipment.

25
26 C. Consistent with the above provisions, Contractor shall cooperate completely and
27 immediately with Agency to effect an immediate takeover by Agency of
28 Contractor's operations. Such takeover shall be effective immediately or within
29 not more than seventy-two (72) hours, after such finding of Major Breach. The
30 Agency shall attempt to keep whole the existing staff and operations until such
31 time as either a Request for Proposal can be issued and a new Agreement

1 secured or another alternative method of ensuring the continuation of services
2 can be affected. The Contractor shall not be prevented from disputing any such
3 finding of Major Breach through litigation, provided, however that such litigation
4 shall not have the effect of delaying, in any way, the immediate takeover of
5 operations by the Agency.
6

7 D. These provisions are specifically stipulated and agreed to by both Parties as
8 being reasonable and necessary for the protection of the public health and
9 safety, and any legal dispute concerning the finding that a Major Breach has
10 occurred shall be initiated and shall take place only after the emergency takeover
11 has been completed, and shall not under any circumstances, delay the process
12 of the Agency's access to the performance security funds or to Contractor's
13 equipment.
14

15 E. Contractor's cooperation with and full support of such emergency takeover shall
16 not be construed as acceptance by the Contractor of the finding of Major Breach,
17 and shall not in any way jeopardize Contractor's right to recovery should a court
18 later find that declaration of Major Breach was made in error.

19 **11.5 Dispute After Takeover/Replacement**

20 Contractor shall not be prohibited from disputing any finding of Major Breach through
21 litigation, provided, however, that such litigation shall not have the effect of delaying, in
22 any way, the immediate takeover/replacement of operations by Agency. Neither shall
23 such dispute by Contractor delay Agency's access to Contractor's performance security.
24 Any legal dispute concerning a finding of breach shall be initiated only after the
25 emergency takeover/replacement has been completed. Contractor's cooperation with,
26 and full support of, such emergency takeover/ replacement process, as well as the
27 immediate release of performance security funds to Agency, shall not be construed as
28 acceptance by Contractor of the finding of Major Breach, and shall not in any way
29 jeopardize Contractor's right to recovery should a court later determine that the
30 declaration of Major Breach was in error. However, failure on the part of Contractor to

1 cooperate fully with Agency to effect a safe and orderly takeover/replacement of
2 services shall constitute a Major Breach under this ordinance, even if it is later
3 determined that the original declaration of Major Breach was made in error.
4

5 **11.6 Liquidated Damages**

6

7 The unique nature of the services that are the subject of this agreement requires that, in
8 the event of major default, Agency must restore services immediately, and Contractor
9 must cooperate fully to affect the most orderly possible takeover/replacement of
10 operations. In the event of such a takeover/replacement of Contractor's operations by
11 Agency, it would be difficult or impossible to distinguish the cost to Agency of effecting
12 the takeover/replacement, the cost of correcting the default, the excess operating cost
13 to Agency during an interim period, and the cost of recruiting a replacement for
14 Contractor from the normal cost to Agency that would have occurred even if the default
15 had not occurred. Similarly, if takeover/replacement costs and interim operating costs
16 are high, it would be impossible to determine the extent to which such higher costs were
17 the result of Contractor's default from faulty management or Agency's costs during
18 takeover and interim operations.

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

25 Therefore, in the event of such a declared major breach and takeover/replacement by
26 Agency of Contractor's services, Contractor shall pay Agency liquidated damages in the
27 amount of one-million dollars (\$1,000,000).
28

29 **11.7 Agency Responsibilities**

30 In the event of termination, Agency shall be responsible for complying with all laws, if
31 any, respecting reduction or termination of Prehospital medical services.

1
2 **11.8 Indemnification for Damages, Taxes and Contributions**

3
4 Contractor shall exonerate, indemnify, defend, and hold harmless Agency or Stanislaus
5 County from and against:

- 6
7 A. Any and all Federal, State and local taxes, charges, fees, or contributions
8 required to be paid with respect to Contractor and Contractor's officers,
9 employees and agents engaged in the performance of this agreement (including,
10 without limitation, unemployment insurance, and social security and payroll tax
11 withholding).

12
13 **11.9 Equal Employment Opportunity**

14
15 During and in relation to the performance of this Agreement, Contractor agrees as
16 follows:

- 17
18 A. Contractor shall not discriminate against any employee or applicant for
19 employment because of race, color, religion, national origin, ancestry, physical or
20 mental disability, medical condition (cancer related), marital status, sexual
21 orientation, age (over 18), veteran status, gender, pregnancy, or any other
22 non-merit factor unrelated to job duties. Such action shall include, but not be
23 limited to the following: recruitment, advertising, layoff or termination, rates of pay
24 or other forms of compensation, and selection for training (including
25 apprenticeship), employment, upgrading, demotion, or transfer. Contractor
26 agrees to post in conspicuous places, available to employees and applicants for
27 employment, notice setting forth the provisions of this non-discrimination clause.
28
29 B. Contractor shall, in all solicitations or advertisements for employees placed by or
30 on behalf of Contractor, state that all qualified applicants will receive
31 consideration for employment without regard to race, color, religion, national
32 origin, ancestry, physical or mental disability, medical condition (cancer related),

1 marital status, sex, sexual orientation, age, veteran status, or any other non-merit
2 factor unrelated to job duties.

3
4 C. In the event of Contractor's non-compliance with the non-discrimination clauses
5 of this Agreement or with any of the said rules, regulations, or orders Contractor
6 may be declared ineligible for further agreements with Agency.

7
8 D. Contractor shall cause the foregoing provisions of this section to be inserted in all
9 subcontracts for any work covered under this agreement by a subcontractor
10 compensated more than \$50,000 and employing more than 15 employees,
11 provided that the foregoing provisions shall not apply to contracts or subcontracts
12 for standard commercial supplies or raw materials.

13
14 **11.10 Independent Contractor Status**

15 Contractor is an independent contractor and not an employee of Agency or Stanislaus
16 County. Contractor is responsible for all insurance (workers compensation,
17 unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any
18 employee benefits. Agency agrees that Contractor shall have the right to control the
19 manner and means of accomplishing the result contracted for herein
20

21
22 **11.11 Non-assignment and Non-delegation**

23
24 Contractor shall not assign or delegate this agreement without the prior written consent
25 of Agency.

26
27
28 **11.12 Monitoring Costs**

29 Agency will incur costs associated with oversight of Contractor's operational and clinical
30 performance under this Agreement. Contractor shall pay the Agency for monitoring
31 costs providing such oversight as shown on Exhibit H.
32

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11.13 Entire Agreement

This Agreement and the exhibits attached hereto constitute the entire Agreement between Agency 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 it fair meaning and not in favor of or against any party.

11.17 Miscellaneous

There shall be no reimbursement from the Agency or Stanislaus County for services provided pursuant to this Agreement except as provided pursuant to separate agreements.

1 A. Should there be a change in the Agency's EMS Plan that results in the need to
2 make amendments to this Agreement, the Parties agree to negotiate in good
3 faith to make such changes as are mutually deemed to be necessary

4 B. Agency agrees that all Agency Policies, Procedures and Protocols adopted by it
5 shall be consistent with applicable state and federal laws.

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

8
9 **ATTEST:**

10
11 Clerk of the Board of Supervisors of the
12 County of Stanislaus State of California

COUNTY OF STANISLAUS, a political
subdivision of the State of California

13
14
15 By: _____
16 Clerk of the Board

17
18 By: _____
19 Chairman, Board of Supervisors
20 Stanislaus County, State of
21 California

22 **APPROVED:**

23
24
25 (CONTRACTOR'S NAME)

MOUNTAIN-VALLEY EMS AGENCY

26 By: _____

27 By: _____
28 Richard Murdock
29 Executive Director/Contract
30 Administrator

31
32 **APPROVED AS TO FORM:**

33
34
35 By: 
36 Stanislaus County Counsel
37
38

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SECTION 12: EXHIBITS
Exhibit A
EOA and Non-EOA _____ Map
(Next Page)

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Exhibit B

(Contractor's Name)

**DESCRIPTION AMBULANCE ZONES
STANISLAUS COUNTY, CALIFORNIA**

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Exhibit C
2012 Population Density Map
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Exhibit D

Non-Compliance Fine Amounts

Code 2 Response Time Non-Compliance Fines

Urban	15 mins
Suburban	20 mins
Rural	25 mins
Wilderness	As Soon As Possible

1. **FAILING TO MEET RESPONSE TIME:** Should Contractor fall below 90% during a response time compliance period - each Code 2 response that exceeds the response time standard will be assessed the following:

Up to 2:59	\$50
3:00 to 4:59	\$100
5:00 to 9:59	\$300
10:00 to 14:59	\$500
15:00 to 19:59	\$100
20:00 to 24:59	\$2000
25:00 to 34:59	\$3000
35+	\$5,000

2. **FAILING TO MEET 90% COMPLIANCE IN A RESPONSE TIME COMPLIANCE PERIOD:** The following amounts will be assessed if the Contractor falls below 90% compliance during a *response time compliance period:

***A response time compliance period is a measurement period defined as any complete month or accumulation of complete months in which the total numbers of calls, in a response area, equals or exceeds 250 or a twelve month period whichever is first.**

89 to 89.99%	\$500.00
88 to 88.99%	\$1,000.00
87 to 87.99%	\$2,500.00
86 to 86.99%	\$5,000.00
85 to 85.99%	\$7,500.00

1
2
3
4 **Code 3 Response Time Non-Compliance Fines**

- 5
6 3. **FAILING TO MEET RESPONSE TIME:** Should Contractor fall below 90%
7 during a response time compliance period each Code 3 response that
8 exceeds the response time standard will be assessed the following:

Up to 2:59	\$75
3:00 to 4:59	\$150
5:00 to 9:59	\$300
10:00 to 14:59	\$500
15:00 to 19:59	\$1,000
20:00 to 24:59	\$2,000
25:00 to 34:59	\$3,000
35+	\$5,000

- 9
10 4. **FAILING TO MEET 90% COMPLIANCE IN A RESPONSE TIME COMPLIANCE**
11 **PERIOD:** The following amounts will be assessed if the Contractor falls below
12 90% compliance during a *response time compliance period:

13
14 ***A response time compliance period is a measurement period defined as**
15 **any complete month or accumulation of complete months in which the total**
16 **numbers of calls, in a response area, equals or exceeds 250 or a twelve**
17 **month period whichever is first.**

89 to 89.99%	\$1,000.00
88 to 88.99%	\$2,000.00
87 to 87.99%	\$4,000.00
86 to 86.99%	\$8,000.00
85 to 85.99%	\$16,000.00

- 18
19
20 5. **CONSECUTIVE NON-COMPLIANCE MONTHS**

21
22 For any three (3) consecutive compliance periods in which Contractor has not
23 met ninety percent (90%) of the response time standards in a response area

1 during the Agreement period of five (5) years, Agency shall assess the
2 Contractor the following penalties:

3
4 *First Occurrence:* *Fine of \$10,000.00*
5 *Second Occurrence:* *Fine of \$20,000.00*
6 *Third Occurrence:* *Fine of \$50,000.00 and/or Major Breach*

- 7
8 6. \$5,000.00 per incident where Contractor's management level employees or any
9 employee is found to willfully and knowingly encourage or allow the false
10 reporting of any time used to measure Response Time compliance either to the
11 Authorized EMS Dispatch Center or to the Agency
12
13 7. \$5,000.00 per incident where Contractor refuses to respond to a Code 2 or Code
14 3 call, move-up, mutual-aid, or post location.
15
16 8. \$5,000.00 per incident where Contractor refers an Advanced Life Support call or
17 transport to a Basic Life Support Ambulance
18
19 9. \$250.00 per day for failing to provide Patient Care Data on each call that requires
20 a Patient Care Report by the requirement set forth in Agency Policy 620.30.
21
22 10. Once tracking mechanism is in place - \$100.00 per Patient Care Report, on
23 patients requiring transport by an ALS Ground Ambulance, to the department
24 receiving the patient if Contractor fails to comply with Agency Policy.
25
26 11. \$500.00 per day will be paid by the Contractor for every day Contractor is past
27 the deadline set forth by Agency, CCR, or FCC on implementation of regulations
28 or mandates.

1 **Exhibit E**

2 **Stanislaus County Rates**

3 Effective May 1, 2013, Contractor is authorized to charge the following rates:

4

<u>Advanced Life Support (ALS) Base Rate 1</u>	
Emergency	\$1,665.00
Non-Emergency	\$1,465.00
<u>Advanced Life Support (ALS) Base Rate 2</u>	
Emergency	\$1,765.00
Non-Emergency	\$1,565.00
<u>Basic Life Support (BLS) Base Rate</u>	
Emergency	\$1,100.00
Non-Emergency	\$1,000.00
<u>Miles</u>	
Urban	\$45.00
Rural	\$55.00
Glucometer Test	\$35.00
Pulse Oxymeter	\$65.00
Immobilization	\$35.00
Defibrillation	\$65.00
Intraosseous	\$95.00
Intubation	\$95.00
Oxygen	\$85.00
EKG 12-lead, 1-3 lead	\$100.00
Night Fee 7 pm to 7 am	\$100.00
Wait (1/2 hour)	\$15.00
<u>Rare Medications</u>	
Adenosine	\$68.00
Glucagon	\$142.00

1 No other charges or itemizations are permitted for services provided under this
2 Agreement without the prior written approval of the Contract Administrator. Rates are
3 subject to change as specified in Section 10.2 of this agreement.

4

5 **All bills submitted by Contractor to any private party or third party payer for ALS**
6 **Ground Ambulance Services or Emergency Ground Ambulance Services**
7 **rendered under this Agreement shall not exceed the rates which are listed above**
8 **without Contract Administrator approval.**

1 **Exhibit F**

2 Ongoing Reporting Requirements

3
4 **QUARTERLY REPORT**

5
6 Please submit the quarterly report to MVEMSA (Attention: Contract Administrator) by
7 the 15th of each quarter. (March 15, June 15, September 15, December 15)

8
9 1. Unit deployment to include:

- 10
11 • Number of vehicles deployed
12 • Location of crews quarters
13 • Mandatory overtime
14 • Strategy used to correct response time performance problems
15 • Any other strategies that enhance system performance

16
17 2. Stand-by Report:

- 18
19 • Number of requested standbys (fire/law)
20 • Number of scheduled standbys (special event/sporting events)

21
22 3. Exemption Requests to Agency no later than the 15th of the month for the previous
23 month's responses

24
25 4. List of pre-hospital service complaints received and disposition or resolute

26
27 5. Community education provided

28
29 6. Internal unusual occurrence reports or sentinel event

30
31 7. Vehicle replacement report or major repair

ANNUAL REPORT

Please submit the annual report to MVEMSA (Attention: Contract Administrator) by the 31st of January for each prior contractual calendar year.

1. Year End Financials to include:
 - Operating Revenue
 - Operating Expenses
 - Accounts Receivables
 - Payer Mix
 - Collection Rate
2. CQI Plan and Report – also include:
 - Infrequent Skill Competency Review Compliance
3. In-Service Training provided to Pre-hospital Staff
4. Personnel Manual
5. Union Contract
6. New Employee List

1

Exhibit G

2

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	A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide advanced life support consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and Agency policies and procedures.
Advanced Life Support (ALS) Ground Ambulance Service	The transport of a patient in an ALS Ground Ambulance.
Advanced Life Support (ALS) Transport	The transport of a patient in an ALS Ground Ambulance. An ALS Ground Ambulance Service that provides service in an Exclusive Operating Area is entitled to be the provider of all ALS transports within their Exclusive Operating Area.
Agency Policies, Procedures and Protocols	All policy, procedure and protocol documents developed through the process described in Agency policies (131.00 through 133.00).
Ambulance Response Zone	A geographic area, the boundaries of which shall be determined by the Stanislaus County Board of Supervisors to assure strategic placement of ambulances and effective ambulance response to life threatening and non-life threatening emergencies, which may include one or more exclusive or non-exclusive operating areas as shown on the map "Ambulance Response Zones of Stanislaus County" on file in the office of the Clerk of the Board of Supervisors, and at the Local EMS Agency.
Arrive Destination	The time that an Emergency Ground Ambulance arrives at an approved receiving facility (or location) or at the point where it is to rendezvous with another ambulance.

Authorized ALS Ambulance Provider	An ambulance provider that is authorized to provide ALS Ground Ambulance Services within Stanislaus County pursuant to an ambulance provider agreement with the Agency.
Authorized EMS Dispatch Center	A dispatch center recommended by the Local EMS Agency and approved and authorized by the Board of Supervisors to dispatch the Emergency Ground Ambulances of the Authorized ALS Ambulance Provider under contract to provide Emergency Ground Ambulance Services within Stanislaus County.
Available to Respond	The time that an Emergency Ground Ambulance is available to respond as directed by the Authorized EMS Dispatch Center.
Basic Life Support Ambulance	An ambulance staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, the Stanislaus County Ambulance Ordinance C.S. 410 and Agency Policies, Procedures and Protocols.
Bay Area Consumer Price Index (CPI)	The CPI for "All Urban Consumers" as noted in April of each year from the U.S. Bureau of Labor Statistics for "San Francisco – Oakland – San Jose, CA."
Code-2 Call	A Non-Life Threatening Emergency requiring a response without lights and sirens dispatched by Authorized EMS Dispatch Center
Code-3 Call	A Life Threatening Emergency requiring a response with red lights and sirens dispatched by Authorized EMS Dispatch Center
CQI	Continuous Quality Improvement.
Dispatched	The time that the ambulance is assigned a call by the Authorized EMS Dispatch Center

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 Ground Ambulance	An ambulance staffed and equipped in compliance with the Agency Policies, Procedures and Protocols.
Emergency Ground Ambulance Services	All ambulance services determined by either an Authorized EMS Dispatch Center or by an Authorized ALS Ambulance Provider (using Emergency Medical Dispatch certified personnel as approved by the Agency) to be provided in response to a Life Threatening or Non-Life Threatening Emergency
Emergency Medical Dispatch (EMD)	A nationally recognized set of standards used by specially trained dispatch personnel that focus upon four main functions: (1) To receive and process telephone calls; (2) To dispatch and coordinate EMS resources based upon prioritization principles that consider the level of the emergency and availability of local EMS resources; (3) To provide medical instruction to callers (pre-arrival instructions) and scene information to EMS crews (post-dispatch); and (4) To coordinate with other public safety agencies.
Emergency Medical Personnel	All public safety first responders, Emergency Medical Dispatchers, EMTs and Paramedics functioning within the Emergency Medical Services System.
Emergency Medical Technician (EMT)	As defined in California Health and Safety Code Section 1797.80.
Paramedic	As defined in California Health and Safety Code Section 1797.84.
En route	The time that a fully staff Emergency Ground Ambulance has departed in order to respond to a request for Emergency Ground Ambulance Services.
Estimated Time of Arrival (E.T.A.)	The estimated time that emergency medical service's resources will arrive at a specific location.

Exclusive Operating Area (EOA)	An EMS area or sub area defined by the emergency medical service's plan for which the Agency restricts operations to one provider of Emergency Ground Ambulance Services and Advanced Life Support Ground Ambulance Services.
From Scene	The time that the ambulance departs from the scene en route to an appropriate receiving location or rendezvous point.
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.
Hospital	A licensed acute care hospital (as referenced by Division 2.5 Health and Safety Code section 1797.88)
GPS Location System	Vehicle tracking devices authorized by the Agency that allow the Authorized EMS Dispatch Center to determine the location of ambulance vehicles via a computerized mapping system.
Life Threatening Emergency	The term used to denote a condition or situation in which an individual has a need for immediate medical attention requiring a Code Three response based upon the patient's reported medical condition, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at an Authorized EMS Dispatch Center or an Authorized ALS Ambulance Provider.
Major Breach	The failure to comply with this Agreement (including but not limited to Contractor's failure to comply with Agency's Policies, Procedures, and Protocols). The determination of a Major Breach of the Agreement shall be by action of Contract Administrator and shall result in corrective action, suspension or termination of this Agreement.

Map Grid	The designation of an area on a map which has been created by the Agency and which has been given an alpha-numeric designation.
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 Stanislaus County EMS System, pursuant to Section 1797.204 of the Health and Safety Code.
Ninetieth Percentile	The exact call that is identified when the total number of calls in the compliance period is multiplied times .90 (i.e., 500 calls in compliance period times .90 means the 450 call is at the ninetieth percentile.)
Non-Emergency Interfacility Transfer	The term used to denote a condition or situation in which an individual has not experienced a sudden or unexpected change in their medical condition and does not meet the EMD protocol for a life threatening or non-life threatening emergency, and where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.
Non-Exclusive Operating Area	An EMS area or sub area defined by the emergency medical services plan for which the Agency does not restrict operations to one provider of Emergency Ground Ambulance Services and Advanced Life Support Ground Ambulance Services.
Non-Life Threatening Emergency	The term used to denote a condition or situation in which an individual has a need for medical attention requiring a Code Two response based upon the patient's reported medical condition, or where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.

On Scene	For the purposes of measuring the Contractor's Response Time compliance in this Agreement, "On Scene" shall be understood to mean the time the Emergency Ground Ambulance arrives at the address site or at a designated or assigned staging area. In the case of significantly encumbered/restricted access to the patient, the term "On Scene" shall be understood to mean the time the Emergency Ground Ambulance arrives at the restricted access point, e.g. staging area, at the gate of a closed gated community, or rendezvous point to be escorted to the patient by another individual.
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.
Out of Service – No Beds Available	The term used to denote that an Emergency Ground Ambulance is not available to respond to an emergency call because a hospital does not have sufficient bed space to accept a patient that is in the ambulance crew's care and release the ambulance back into service.
Post	The term used to denote a location identified in the Stanislaus County System Status Plan to which an ambulance may be assigned to await its next assignment by the Authorized EMS Dispatch Center.
Provider ALS First Response Vehicle	The term used to denote a non-transporting ALS unit staffed by a minimum of one (1) Paramedic and equipped in compliance with Agency Policy 407.00 – Equipment and Drug Inventory

Record of Calls

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

Response Time

The time measured from the time either an Emergency Ground Ambulance (or a Provider ALS First Response Vehicle integrated into the system by the System Status Plan Committee) is Dispatched until On Scene. A Provider ALS First Response Vehicle On Scene time may be used to calculate the Response Time if adopted as such by the System Status Plan Committee and approved by the Agency

Response Time Compliance Period

A measurement period defined as any complete month, or accumulation of complete months in which the total number of calls, in a response area, (i.e., Zone 1 Suburban) equals or exceeds 250 or a twelve month period whichever is first. Measurement will be calculated separately for Code Two and Code Three calls.

Rural

The term used to denote a response area that consists of grids that are contiguous and parallel to a suburban response grid; contiguous and parallel grids located adjacent to a grid previously identified as rural and meeting the population density of 7 to 50 persons per square mile; and connected by more than one grid to an adjacent response area meeting rural criteria.

Staging	The term used to denote that an ALS Ground Ambulance is dispatched to respond to an area near a Life Threatening or Non-Life Threatening Emergency until allowed to proceed to the site of the patient(s).
Standby	The term used to denote that an ALS Ground Ambulance or Provider ALS First Response Vehicle is staged near and available to an activity at the request of a public safety agency in which it is presumed there is a high likelihood that a Life Threatening or Non-Life Threatening Emergency will occur.
Suburban	The term used to denote a response area that consists of grids that are contiguous and parallel to an urban grid; a contiguous and parallel grid adjacent to a grid previously identified as suburban and meeting the population density of 51 to 99 persons per square mile; and connected by more than one grid to an adjacent response area meeting suburban criteria.
System Status Level	The measurement of the number of ambulances available in a defined area to respond to Life Threatening and Non-Life Threatening Emergencies. (e.g. System Status Level Two would mean two ambulance remain available to respond).
System Status Plan	The plan followed by the Contractor and the Authorized EMS Dispatch Center that identifies, the strategic placement of ambulances based upon time of day and ambulance availability and the circumstances under which (a) Mutual Aid response would be requested on Contractor's behalf or (b) Contractor would be requested to perform Mutual Aid for another Contractor in a different Ambulance Response Zone or adjacent county.
System Status Plan Committee	The committee comprised of one voting representative from each Authorized ALS Ambulance Provider in Stanislaus County, tasked with developing the System Status Plan, plus one member to be chosen by the Stanislaus County Fire Chiefs' Association.

Unusual Occurrence Any occurrence or allegation of any of the following;

- A. Breach of the standard of care
- B. Care beyond the appropriate scope of practice
- C. Any alleged or known injury to a patient as a result of actions by EMS personnel
- D. Serious injury to EMS personnel
- E. Motor Vehicle Collision with all but minor property damage to ambulance, ALS First Response Vehicle, or Supervisor vehicle
- F. Critical vehicle failure that interferes with response, transport, or treatment
- G. Communication system failure that interferes with response, transport, or treatment
- H. Major biomedical equipment failure directly related to the care of the patient
- I. Serious complaints against employees
- J. Drug adulteration or diversion
- K. Suspected violations of Division 2.5 Health & Safety Code
- L. Failure to follow Agency policies/procedures
- M. Any recognition of exceptional effort or service provided by EMS personnel.

Urban

The term used to denote a response area that consists of grids that are located within the boundaries of an incorporated city, a contiguous and parallel grid adjacent to a grid that is located within the boundaries of an incorporated city, or is adjacent to a grid that abuts a grid previously identified that meets urban criteria, and that meets the population density of greater than 100 persons per square mile; any grid meeting population density criteria for suburban, rural, or wilderness designation that is surrounded on three sides by an urban grid; and connected by more than one grid to an adjacent response area meeting urban criteria.

Wilderness

The term used to denote a response grid that does not meet the urban, suburban, or rural area criteria.

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1 **Exhibit H**

2
3 **Monitoring Fees**

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5 **Emergency Transport Call Volume Fee**

6 The Contractor shall transmit to the Agency an annual Emergency Transport Call
7 Volume Fee of \$5,826.00.

8 All fees will be invoiced by the Agency by July 31 of each fiscal year and all fees will be
9 payable within 60 calendar days unless a monthly or quarterly payment schedule is
10 negotiated with the Agency.

11
12 **Non-Emergency Transport Call Volume Fee**

13 Fees for non-emergency ambulance patient transports will be assessed on a quarterly
14 basis. Contractor will be required to submit a report of patient transport call volume for
15 the previous quarter and pay a fee of \$2.00 for each patient transport. Agency will do
16 periodic validation of the number of calls submitted. Payment will be due 30 calendar
17 days following the end of the quarter.

18
19 **Stanislaus County Monitoring Fee**

20 Contractor shall transmit to the Agency an annual Monitoring Fee of \$1,000.00 One
21 quarter of the annual fee shall be due on July 1, October 1, January 1, and April 1 of
22 each year of this Agreement.

23 The funds generated through this fee shall be utilized by the Agency to support the
24 implementation and operations oversight pursuant to the Stanislaus County Ordinance.
25 Contractor agrees to pay any increase in the monitoring fee approved by the Stanislaus
26 County Board of Supervisors.

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Attachments Available from the Clerk of the Board of Supervisors:

1. Agreement with American Medical Response-West
A California Corporation for Metropolitan Emergency Ambulance
Service in Stanislaus County Zones 1, 3, 8, and B
2. Agreement with Westside Community Health Care District
Rural Emergency Ambulance Service in
Stanislaus County Zone A
3. Agreement with Oak Valley Hospital District
Rural Emergency Ambulance Service in
Stanislaus County Zone 4 and D
4. Agreement with Patterson District Ambulance
Rural Emergency Ambulance Service in
Stanislaus County Zone 5 and B

Mountain Valley Emergency Medical Services Agency Ambulance Provider Agreements and Emergency Dispatch Virtual Integration

April 16, 2013



Background

Counties have obligation to establish and monitor a pre-hospital emergency medical services system – essentially ambulance services.

Stanislaus County meets obligation through JPA participation in Mountain Valley Emergency Services Agency (MVEMSA) and assures local focus through Emergency Medical Services Committee

Comprehensive view of EMS system is complex and includes multiple disciplines and multiple bodies of authority.

Collaborative Effort – Project Team

Today's presentation and staff recommendations reflect the progress since the September 25, 2012 Board of Supervisors actions

- County Chief Executive Office
- Health Services Agency
- Mountain Valley Emergency Medical Services
- Office of Emergency Services
- Stanislaus Regional 911

Improving the EMS/EMD System

- EMS: refers to the pre-hospital emergency services system in Stanislaus County
- EMD: refers to the 911 call-taking, assessment and dispatch of emergency medical services

Improvement Objectives

1. Improved Response Time Compliance for Better Service to the Community – based on existing Exclusive and Non-Exclusive Zones and Response Time Requirements
2. Tightened Service Fulfillment by Ambulance or Formal Sub-contractual Relationships with other entities (ex. Fire)
3. Increased Integration of 911 Call-Taking and Dispatch

Ambulance Agreements

- MVEMSA negotiates on behalf of County
- Five Year Agreements – were to expire November 1, 2012, extended through April 30, 2013.
- MVEMSA negotiated new proposed agreements based upon the more specific policy direction given by the Board of Supervisors on September 25, 2012.

To Improve Response Time Compliance

- Reduce eligible exemptions based upon industry standards
- Increase penalties to encourage compliance/serve as more effective deterrent to non-compliance, adjusted for “Metro” vs. “Rural”.
- Update Response Time Map Grid Using Stakeholder Task Force Recommendations, as approved by the Board of Supervisors on 9/25/12.

Tightened Service Fulfillment by Ambulance Provider

Common practice of relying on fire entities

Examples: Lift Assists & Supplies such as Oxygen

MVEMSA & OES met with Fire Chiefs from multiple agencies for input

Negotiated in Proposed New Agreements:

If Ambulance Provider relies on another entity, Ambulance Providers obligated to formalize sub-contractual arrangements with other entities, subject to MVEMSA approval and with deadlines enforced with financial penalties. Timeline considered input from Fire agencies.

911 Call-taking/Dispatch Improvement Initiative

...Integrated Dispatch is Critical

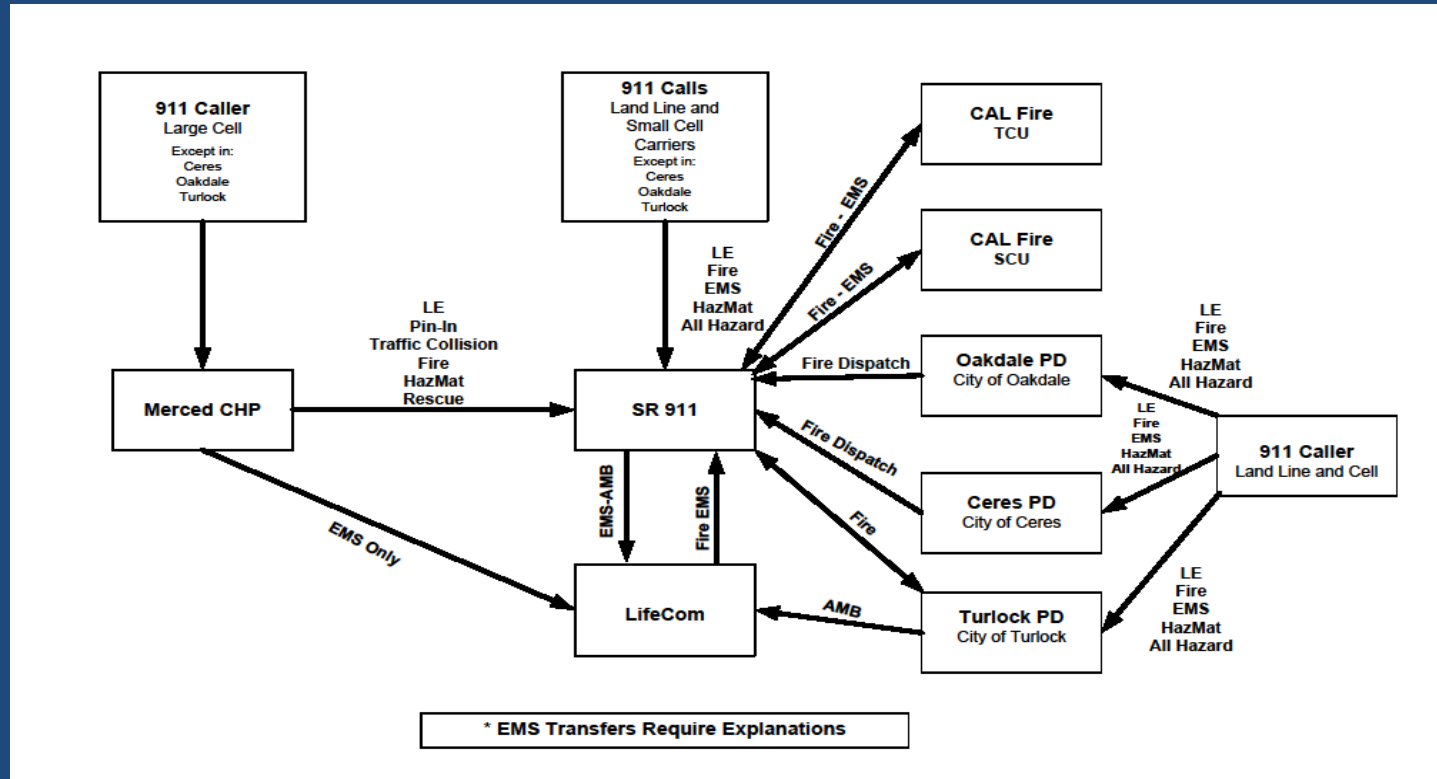
Public Safety Answering Point (PSAP)

Multiple jurisdictions have authority of law & fire call-taking & dispatch

Emergency Medical Dispatch (EMD) – Secondary PSAP

Board of Supervisors have authority to designate EMD provider

Current Non-Integrated Call-Taking & Dispatch System



Phased Approach

First Phase

Support Virtual Integration (electronic linkage) between Primary 911 Centers (PSAPs) and the Emergency Medical Dispatch service center (Lifecom)

- Proposing to fund this CAD to CAD Project through System Enhancement Fund held by MVEMSA for Stanislaus County – Fund Public Entity Costs only

Phased approach continued...

Second Phase

Consider additional improvements regarding 911 Call-Taking and Integrated Emergency Dispatch

On 9/25/12 BOS authorized HSA to contract with an external expert to assist in the assessment of alternatives, funded from retained earnings (fund balance) in “Maddy Fund”

Second Phase continued...

Status Update:

Project Team members visiting specific counties for lessons learned, gain better understanding, identify potential experts.

Next step to define detailed scope of work and negotiate contract with external expert.

Scope of project to include stakeholder input, review of strengths and weaknesses of other models, industry standards, etc.

Impact on Increased Integration on the Ambulance Provider Contracts

First Phase – Virtual Integration – No Impact anticipated

Second Phase – Increased Integration – Impact as follows

Proposed agreements give the County the flexibility to implement a more integrated call-taking & dispatch model during the five year term, either because the ambulance providers accepted the today-unknown impacts, or because the ambulance providers reject the impacts and the county issues an RFP, implementing replacement ambulance agreement(s).

Recommendations Supported by

- Health Executive Committee of Board of Supervisors
- Emergency Medical Services Committee

Staff Recommendations:

1. Approve the new five-year MVEMSA Ambulance Provider Agreements that incorporated the policy direction given by the Board of Supervisors on September 25, 2012.
2. Approve the future use of the System Enhancement funds held be MVEMSA to pay for the Virtual Integration project expenses to be incurred by one or more publicly operated Public Safety Answering Points.

Questions



Emergency Medical Services Committee

Urban City Administrator

Rural City Administrator

County Administrator

Fire District Board of Directors Member

Hospital District Board of Directors Member

Non-District Hospital Administrator

Stanislaus County Medical Society Physician

County Public Health Representative

Managed Care Representative (2 seats)

Non-EMS Affiliated Public Representative