

RESOLUTION NO. 076585

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION AUTHORIZING AN AGREEMENT WITH AMERICAN MEDICAL RESPONSE WEST (AMR) FOR EMERGENCY AMBULANCE SERVICES WITH ADVANCED LIFE SUPPORT (ALS) AMBULANCE TRANSPORT FOR EXCLUSIVE OPERATING AREAS (EOA) OF THE COUNTY, FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2024, WITH THE OPTION FOR AN ADDITIONAL FIVE-YEAR TERM UNTIL JUNE 30, 2029, BASED ON CONTRACT PERFORMANCE

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

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

WHEREAS, County has determined that the level of service prescribed herein is the most appropriate and efficient manner of exercising the authority contained in Welfare & Institutions Code 170000, Health & Safety Code Section 1797, et seq., and Title 22 of the California Code of Regulations; and

WHEREAS, the system design contained in this agreement is the result of a process involving the County, cities, fire districts, hospitals, ambulance providers, paramedics, physicians, nurses, dispatchers, and consumers; and

WHEREAS, the County's local Emergency Medical Services Agency (EMS Agency) has determined that requests for emergency ambulance services shall be met through an integrated system of paramedic equipped and staffed ambulances and paramedic equipped and staffed first response vehicles; and

WHEREAS, the EMS Agency has designated San Mateo County Public Safety Communications (PSC) to provide emergency medical dispatch services throughout the County of San Mateo; and

WHEREAS, Division 2.5 of the Health & Safety Code Sections 1797.224 and 1797.85 allows the EMS Agency to create Exclusive Operating Area (EOA) for emergency ambulance service and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, the EMS Agency has created an EOA with its current Emergency Medical Services Plan; and

WHEREAS, pursuant to Division 2.5 of the Health & Safety Code, Section 1797.200, the County of San Mateo has designated the EMS Agency to develop a written agreement with a qualified paramedic service provider to provide services and participate in the advanced life support (ALS) program in the San Mateo County; and

WHEREAS, Title 22, California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6, requires a written agreement for Services; and

WHEREAS, the County engaged in a fair competitive process in accordance with State law and County policy; and

WHEREAS, a County Selection Committee comprised of experts in emergency medical services selected AMR as the most responsible qualified bidder; and

WHEREAS, County and AMR have further negotiated the terms and conditions of the agreement and wish to enter into this performance-based agreement for the AMR's provision of emergency ambulance services with ALS transport; and

WHEREAS, AMR's emergency ambulance services shall be provided at the ALS level; and

WHEREAS, the Parties agree that AMR shall respond to all emergency and

ALS ambulance services calls including medical 9-1-1 emergency response and 7-digit emergency response within the San Mateo County EOA, as provided for in Section 1797.224 of the California Health & Safety Code; and

WHEREAS, the Parties agree that AMR shall also be responsible for providing Mutual Aid response as described in this agreement; and

WHEREAS, the Parties agree that AMR shall provide related services as described in this agreement; and

WHEREAS, this Board has been presented with a form of such agreement and said Board has examined and approved same as to both form and content and desires to enter into said agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors be and is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the San Mateo County Health or designee is authorized to execute contract amendments which modify the amount by no more than five percent of the maximum dollar amount, and/or modify the services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

Regularly passed and adopted this 14th day of May, 2019

AYES and in favor of said resolution:

Supervisors: _____ *DAVE PINE*
_____ *CAROLE GROOM*
_____ *DON HORSLEY*
_____ *WARREN SLOCUM*
_____ *DAVID J. CANEPA*

NOES and against said resolution:

Supervisors: _____ *NONE*

Carole Groom

*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

S. Sturwal

Deputy Clerk of the Board of Supervisors

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Louise Rogers, Chief, San Mateo County Health
Nancy Lapolla, MPH, Director, Emergency Medical Services

Subject: Agreement with American Medical Response West for Emergency Ambulance Services with Advanced Life Support Ambulance Transport for all Areas in the County as Identified in the Exclusive Operating Area

RECOMMENDATION:

Adopt a resolution authorizing an agreement with American Medical Response West (AMR) for emergency ambulance services with Advanced Life Support (ALS) ambulance transport for exclusive operating areas (EOA) of the County, for the term of July 1, 2019 through June 30, 2024, with the option for an additional five-year term until June 30, 2029, based on contract performance.

BACKGROUND:

The San Mateo County EMS Agency (EMS Agency) provides administrative and regulatory oversight for the local EMS system. The EMS Agency's primary function is to plan, implement, and evaluate the local EMS system and its various components. This includes the licensing and contract management of ambulance providers and coordination and monitoring of air and ground ambulances.

The current agreement for ALS ambulance transport within the EOA is set to expire on June 30, 2019. The State of California Emergency Medical Services Authority requires EOAs that meet certain criteria to go out for a Request for Proposal (RFP) process for ALS ambulance transport services at periodic intervals, usually every 10 years. To prepare for the RFP process, the EMS Agency conducted two reviews: an extensive system assessment that included a county-wide stakeholder survey, and a UC Berkeley MPH Graduate Studies Program study assessment of the current EMS system. The reviews concluded that the County EMS system was performing well and successfully meeting the needs of individuals that access EMS through the 9-1-1 system for trauma, stroke, ST segment elevated myocardial infarction (STEMI), and cardiac arrest.

On July 18, 2018, an RFP was released for emergency ambulance services with ALS ambulance transport within the EOA. AMR, the County's current ambulance vendor, submitted a winning proposal and received a recommendation from a group of seven expert panelists.

DISCUSSION:

Under this new agreement, AMR will provide emergency ambulance services to the County for the term July 1, 2019 through June 30, 2024, with the option for a second five-year term based on clinical and operational performance and the recommendation of the County's Emergency Medical Care Committee (EMCC) and EMS Agency Director. There is no cost to the County for these services because AMR recovers its costs through payment from users of ambulance services.

Highlights of the new agreement include: 1) a reduction in ambulance transportation rates from the previous contract; 2) an increase in eligibility for its Compassionate Care Program from 125% to 250% of the Federal Poverty Level; 3) a fleet of 25 new ambulances over the next three years; 4) a new bariatric ambulance to safely transport patients weighing up to 1,400 lbs; 5) a DriveCam driver safety and monitoring system on all ambulances; 6) 75 new LIFEPAK 15 monitor/defibrillators in the first five years of the agreement.

Additionally, AMR has committed to increased clinical performance and oversight by adding the following staff positions to its Quality Improvement program: a Community Education Service Advocate, two additional Clinical Field Specialists, and a Clinical and Operational Data Analyst. AMR also will fund the full cost of operating a highly valued quality improvement software package called FirstWatch. FirstWatch includes the Online Compliance Utility program for response time, oversight, and the FirstPass program for measuring quality medical care provided to our residents and visitors. The EMS Agency will make FirstWatch available to all fire departments within the County at no cost. Finally, AMR will make employee enhancements including: increased compensation; a paid emergency medical technician to paramedic scholarship program; sleep rooms for employees to use between shifts; no-cost fitness center memberships; and low-cost healthy food vending machines.

The new agreement continues funding for the San Mateo Prehospital Emergency Medical Services Group (JPA). The JPA was formed in 1997 by fire departments within the County to provide ALS fire first response to 9-1-1 medical emergencies saving the contract ambulance provider valuable resources. This relationship with the JPA has been recognized statewide as a model program for emergency medical services and response. There is a separate agreement between the County and the JPA that outlines the requirements and payment schedule for first responder services. This agreement will be brought to the Board for your approval within the next few months.

Additionally, AMR supports the EMS system by payment of fees for services and oversight that facilitate ambulance transport. These fees include dispatch service fees to the Public Safety Communications Dispatch Center (PSC), Computer Aided Dispatch maintenance fees, EMS Agency Oversight & Monitoring fees, and Radio System Maintenance fees as listed in the chart below. PSC will bring a separate agreement with

AMR to your Board that outlines the operational relationship and payment schedule for emergency medical dispatch services.

	Annual Fees	Monthly Fees
Dispatch Fees	\$1,038,734	\$86,561.17
CAD Maintenance Fees	\$60,000 –100,000	\$5,000 - 8,333
Radio System Maintenance Fees	\$131,144	\$10,928.67
EMS Agency Oversight & Monitoring Fees	\$941,130	\$78,427.50
Pager Fees	\$24,000	\$2,000
JPA First Responder Fees	\$4,815,508	\$401,292.33

This agreement allows an annual ambulance transportation rate increase based upon the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose area (“Bay Area CPI”) and the average percent of the Contractor’s collection rate in the four most recent quarterly financial reports. This agreement includes an ambulance base rate of \$2,431 which is a reduction of 5.5 percent from the current rate of \$2,574.

Since the initial presentation to your Board on April 9, 2019, the agreement has been available for public review. The EMS Agency has heard from various stakeholders and is recommending you move forward with this agreement for approval.

The County’s Contract Compliance Committee has approved a waiver request for a five-year term for this agreement. The agreement has been reviewed and approved by Risk Management as to form. The agreement and resolution have been reviewed and approved by County Counsel as to form.

Approval of this agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing coordinated and time-appropriate medical response services and care to residents and visitors of the county. Under the agreement, AMR will be required to meet or exceed the response time standard for each zone on 90% of 911 emergency medical calls. It is anticipated that AMR will meet or exceed the ambulance response time standard for 90% of 911 emergency medical calls.

PERFORMANCE MEASURE:

Measure	FY 2018-19 Estimated	FY 2019-20 Projected
Percent compliance with ambulance response time standards for 911 emergency medical calls	93%*	90%

**Please note that AMR is contractually obligated to achieve a 90% compliance rate, however they are expected to exceed that rate by 3 percentage points in FY 2018-19*

FISCAL IMPACT:

The term of the agreement is July 1, 2019 through June 30, 2024, with the opportunity for an extension of an additional five years to June 30, 2029, based on performance and the recommendation of the EMCC and EMS Agency Director. There is no Net County Cost associated with this agreement as AMR recovers fees from users of ambulance services and their insurance providers.

Request for Proposals – Matrix

1	Where was the RFP advertised?	<ul style="list-style-type: none"> • www.publicpurchase.com • www.smchealth.org/rfps • Emergency Medical Services Administrators Assoc. of California Listserv
2	In addition to any advertisement, list others to whom the RFP announcement was sent:	San Mateo County EMS (EMS) Committee liaisons and system stakeholders
3	State the total number of RFP's sent to prospective proposers:	The RFP was accessed through publicpurchase.com by 26 vendors.
4	How many proposals did you receive?	<ul style="list-style-type: none"> • Three vendors attended the Proposers' Conference • Two vendors submitted Letters of Intent • One proposal was received
5	List in alphabetical order the names of the proposers (or finalists, if applicable) and the location:	American Medical Response West



COUNTY OF SAN MATEO

Emergency Ambulance Services with
Advanced Life Support Ambulance
Transport Agreement

July 1, 2019

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AGREEMENT WITH AMERICAN MEDICAL RESPONSE WEST FOR COUNTYWIDE EMERGENCY AMBULANCE SERVICES WITH ADVANCED LIFE SUPPORT AMBULANCE TRANSPORT

This Agreement (“Agreement”), entered into this 14 day of May, 2019, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called “County” and AMERICAN MEDICAL RESPONSE WEST, DBA AMERICAN MEDICAL RESPONSE, hereinafter collectively called “Contractor”;

WITNESSETH:

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

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

WHEREAS, the system design contained in this Agreement is the result of a process involving the County, cities, fire districts, hospitals, ambulance providers, paramedics, physicians, nurses, dispatchers, and consumers; and

WHEREAS, the County’s Local Emergency Medical Services Agency (“EMS Agency”) has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and paramedic equipped and staffed first response vehicles; and

WHEREAS, the EMS Agency has designated San Mateo County Public Safety Communications (“PSC”) to provide emergency medical dispatch services throughout the County of San Mateo; and

WHEREAS, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the EMS AGENCY to create Exclusive Operating Areas (“EOA”) for emergency ambulance service and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, the EMS Agency has created an EOA within its current Emergency Medical Services Plan; and

WHEREAS, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of San Mateo has designated the EMS Agency to develop a written agreement with a qualified paramedic service provider to provide services, and participate in the advanced life support (“ALS”) program in San Mateo County; and

WHEREAS, Title 22, California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6, requires a written agreement for Services; and

WHEREAS, the County engaged in a fair competitive process in accordance with State law and County policy; and

WHEREAS, a County Selection Committee comprised of experts in emergency medical services selected Contractor as the most responsible qualified bidder; and

WHEREAS, County and Contractor wish to enter into this performance-based Agreement for the Contractor’s provision of emergency ambulance services with ALS transport; and

WHEREAS, Contractor’s emergency ambulance services shall be provided at the ALS level; and

WHEREAS, the Parties agree that Contractor shall respond to all emergency and advanced life support (“ALS”) ambulance services calls including medical 9-1-1 emergency response and 7-digit emergency response within the San Mateo County Exclusive Operating Area (“EOA”), as provided for in Section 1797.224 of the California Health and Safety Code; and

WHEREAS, the Parties agree that Contractor shall also be responsible for providing Mutual Aid response as described in this Agreement; and

WHEREAS, the Parties agree that Contractor shall provide related services as described in this Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Agreement Administration

The San Mateo County EMS Agency (“EMS Agency”) shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the County. The EMS Agency Director or her/his designee may:

- A. Audit and inspect the Contractor’s operational, finance, patient care, and personnel records;
- B. Monitor the Contractor’s EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures; and
- C. Provide technical guidance and/or direction, as the EMS Agency deems appropriate.

1.2 Agreement Term

This Agreement shall begin on July 1, 2019 at 00:00:00 hours, Pacific Standard Time and its initial term shall end at 23:59:59 hours, Pacific Standard Time on June 30, 2024.

1.3 Creation of the Agreement

This Agreement has been created from the Request for Proposal EMS-2019-7 dated July 17, 2018 and all addenda thereto and the Contractor’s proposal in response to that RFP dated September 19, 2018.

1.4 Conditions for Extension of the Agreement

The EMS Agency may extend this Agreement for a second 5-year term which shall end at 23:59:59 hours Pacific Standard Time on June 30, 2029. County and Contractor agree that Contractor’s performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the determining factor considered relative to granting of the Agreement extension.

- A. The County’s Emergency Medical Care Committee (“EMCC”) shall annually submit to the EMS Agency Director its observations and recommendations following its review of the Contractor’s annual performance in each of the following categories:
 - 1. Overall compliance with the terms and conditions this Agreement;
 - 2. Compliance with Response Time Standards;

3. Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care;
 4. Financial stability;
 5. Cooperation of Contractor's personnel in collaborating with the EMS Agency and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County;
 5. Customer satisfaction; and
 7. Community engagement, including education and prevention activities.
- B. The EMS Agency shall review the observations and recommendations of the EMCC and the EMS Agency Director shall inform the Contractor in writing not later than one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension.

SECTION 2: NOTICES

2.1 Agreement Communication

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

- A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

- B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

- C. Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

- D. Telex, facsimile, or electronic mail transmission: When sent by telex, facsimile, or electronic mail to the last telex, facsimile number or electronic mail address of the recipient known to the party giving notice, notice is effective on receipt, provided that:
 - a.) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or
 - b.) the receiving party delivers a written confirmation of receipt.Any notice given by telex, facsimile, or electronic mail shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: Emergency Medical Services Agency
Attn: EMS Agency Director
801 Gateway Blvd., Ste. 200
South San Francisco, CA 94080

To Contractor: American Medical Response West
Attn: Regional Director
1510 Rollins Road
Burlingame, CA 94010

With copy to:

American Medical Response West
Attn: Law Department
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, CO 80111

- E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2 Change of Contact Information

Any party may change its address, telex, facsimile number, or electronic mail address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION 3: ROLES AND RESPONSIBILITIES

3.1 Services to be Performed by Contractor

A. Emergency Ambulance Services with Advanced Life Support (ALS) Transport

1. Contractor, under the general direction of the Director of the San Mateo County Emergency Medical Services Agency (“EMS Agency”) shall provide emergency ambulance services with advanced life support (“ALS”) transport to the County of San Mateo’s exclusive operating area (“EOA”). The EOA is comprised of all incorporated and unincorporated areas of the County of San Mateo (“County”), except for those areas within the City of South San Francisco’s EOA. In addition, Contractor is hereby granted the right to be the exclusive provider of emergency and advanced life support (“ALS”) ambulance services, including 9-1-1 emergency response and 7-digit emergency response within the County as provided for in Sections 1797.224 of the California Health and Safety Code, except within the City of South San Francisco. The boundaries of the City of South San Francisco are depicted in Exhibit 2, which is attached hereto and incorporated herein.
2. Contractor shall enter into the specific written agreements below. The EMS Agency Director shall review and approve all agreements between Contractor and County departments.
 - a. Contractor shall enter into a written operations agreement (“Operations Agreement”) with the San Mateo County Pre-Hospital Emergency Medical Services Group (“JPA”) for the provision of paramedic first responder services. The Operations Agreement shall be consistent with the terms and conditions of this Agreement. The EMS Agency shall have the right to review and approve the terms of the Operations Agreement to ensure consistency with the objectives of this Agreement. To the extent that there are any inconsistent terms and/or conditions with the Operations Agreement and this Agreement, this Agreement shall prevail. Any dispute arising out of the Operations Agreement shall be referred to the Executive Steering Committee (“ESC”) for resolution according to ESC by-laws.
 - b. Contractor shall enter into a written agreement with San Mateo County Public Safety Communications (“PSC”) for 9-1-1 emergency dispatch services. The PSC does not currently provide BLS non-emergency, interfacility, or Critical Care Transport (“CCT”) dispatch services.
 - c. Contractor shall enter into a service level agreement with County ISD radio services, to include programming of portable and mobile radios and connectivity to the County radio system.

- d. San Mateo County Health Department developed the San Mateo County Mental Health Assessment & Referral Team (“SMART”) to provide immediate assessment, management, transport, and referral as appropriate to individuals presenting with behavioral emergencies in the prehospital setting. The goal of the program is to provide the care and services that will best meet the needs of the individual. The SMART team responds to law enforcement emergency requests for individuals experiencing behavioral health emergencies and performs a mental health assessment. SMART is trained to de-escalate behavioral health crises, transport clients to appropriate healthcare facilities and if necessary, place the client under a California Welfare and Institutions Code 5150 hold. Contractor shall enter into negotiations for a separate agreement with the San Mateo County Health Department Behavioral Health and Recovery Services department for SMART services which Contractor shall provide for the term of this Agreement.
3. Contractor shall perform the following services to the satisfaction of the EMS Agency:
 - a. Contractor shall furnish emergency ambulance services including 9-1-1 emergency response and 7-digit emergency response for the entire population of the EOA. All of Contractor’s 9-1-1 ambulance services shall be provided at the ALS level.
 - b. Contractor shall provide 9-1-1, emergency and ALS ambulance services, without interruption, 24-hours per day, 7 days per week, 52 weeks per year, for the full term of the Contract. Contractor shall provide all of its services without regard to the patient’s race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.
 - c. All medical 9-1-1 calls for Emergency Medical Services originating in the EOA will be referred to Contractor. Contractor shall be the sole ambulance provider authorized by the EMS Agency in the EOA covered under this Agreement to provide 9-1-1 ambulance service, except for Mutual Aid and disaster response.
 - d. Contractor shall follow all San Mateo County EMS Agency Policies and Procedures. Upon signing this Agreement, Contractor acknowledges it has received a Notice to Proceed and shall follow its Implementation Schedule as approved by the EMS Agency .
 - e. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of

Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.

- f. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the EMS Agency's quality improvement system.
- g. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the EMS Agency Medical Director and authorized by the EMS Agency Director. The EMS Agency must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no additional cost to the County. Contractor further agrees that services provided under pilot or research programs shall be in addition to the other services described herein. If a pilot or research program would have a financial impact on Contractor, the EMS Agency agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation. This may include jointly proposing to the ESC the utilization of funds from the Clinical and Technology Upgrade Fund for implementation.

3.2 ALS Mandate

Contractor is mandated to and shall respond to all requests for Services using an advanced life support ("ALS") Ambulance. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be licensed and San Mateo County accredited as a paramedic. The second crew member shall be another licensed paramedic or certified EMT-Basic who has completed an additional curriculum approved by the EMS Agency. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS level to all Emergency Calls, the Contractor shall bill the ALS rate except where prohibited by law (e.g., Medicare or Medicaid), or where a patient meets Contractor's Compassionate Care Policy or County ACE Program criteria.

3.3 Stand-by Services

- A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within the EOA where there may be an imminent life threat when directed by San Mateo County Public Safety Communications Division ("PSC") or upon request of a public safety agency Incident Commander.
- B. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the Incident Commander or PSC.

- C. Stand-by periods exceeding four (4) hours shall be approved by the EMS Agency Director or her/his designee.

3.4 Mutual Aid

- A. Regional, State, or Federal mutual aid requests. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the EMS Agency Director, her/his designee, or the MHOAC unless the request would fundamentally cause immediate failure of service to the County's EOA. Any mutual aid refusal must be in consultation with the EMS Agency Director or her/his designee.
- B. In-County or neighboring jurisdiction Mutual Aid requests. Contractor shall respond to in-county or neighboring jurisdiction Mutual Aid which may be requested through PSC or the EMS Agency Director or her/his designee, unless the Field Supervisor or PSC can verify that a given request would cause immediate failure of service to the County's EOA. All Mutual Aid refusals are to be reported to the EMS Agency Director the next business day following the refusal. Contractor shall maintain and document:
 - 1. The number and nature of Mutual Aid responses it makes into the City of South San Francisco and/or any neighboring jurisdiction; and,
 - 2. The number and nature of Mutual Aid responses made by other agencies to calls originating within the Contractor's EOA.
- C. Contractor shall not be held accountable for Emergency Response Time compliance for any Mutual Aid assignment originating outside the EOA and these calls will not be counted in the total number of calls used to determine Response Time compliance.

If Contractor utilizes Mutual Aid support from a specific agency and in the event Mutual Aid usage exceeds 130% of the number of Mutual Aid responses that it provides that agency in a calendar quarter, the County, AMR, and impacted parties will agree to engage in a discussion to evaluate such level of mutual aid service between the agencies and all impacted parties will be involved in developing solutions to discuss usage reduction, if any are required.

3.5 Disaster Preparedness, Assistance, and Response

- A. Multi-casualty/Disaster Response:
Contractor shall cooperate fully with the County in rendering emergency assistance during disasters, or in multi-casualty incident responses as identified in the EMS Agency's plans. Contractor's personnel shall perform in accordance with appropriate County multi-casualty response plan(s) and the Incident Command System (ICS).

Contractor shall be involved in disaster preparedness planning for the County's Operational Area and provide support to the State of California Governor's Office of Emergency Services Region 2 if requested through proper channels unless the request would cause immediate failure of service to the County's EOA. Any refusal must be in consultation with the EMS Agency Director or her/his designee. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the EMS Agency Director or County Health Officer in accordance with their respective authority and/or that of their designee as it relates to their shared responsibility as the Medical Health Operational Area Coordinator (MHOAC).

B. Emergency Operations Plan:

Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans.

C. Continuity of Operations:

Contractor shall submit a Continuity of Operations Plan (COOP) to the EMS Agency Director for approval, before the start of service. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

D. Incident Notification:

Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the EMS Agency Director.

E. Emergency Recall of Workforce:

Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the EOA.

F. Personal Protective Equipment:

Contractor shall provide personal protective equipment for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum Personal Protective Equipment (PPE) for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.

G. In the event the County declares a disaster within the County:

1. If requested, Contractor will assign and deploy at least one (1) Field Supervisor or Manager to work closely with the Medical Health Operational Area Coordinator (MHOAC).

2. In the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended if approved by the EMS Agency Director. Contractor shall use its best efforts to maintain primary emergency services.
3. Contractor shall follow the direction of the EMS Agency Director or her/his designee during a disaster.
4. During a disaster proclaimed by the County, the County will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from Response Time criteria. When notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

3.6 Interagency Training for Exercises/Drills

Contractor shall be required to participate in any EMS Agency approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

3.7 Deployment of Ambulance and Other Contractor-Managed Disaster Resources

- A. Contractor shall deploy ambulances, strike teams, and other resources, as directed by the EMS Agency Director, her/his designee, or the MHOAC, via the MHOAC and Regional Disaster Medical Health Coordination (“RDMHC”) mutual aid system unless the request would cause immediate failure of service to the County’s EOA. Any mutual aid refusal must be in consultation with the EMS Agency Director or her/his designee.
- B. State Disaster Medical Support Units:
Contractor shall house, maintain, manage, and staff the Emergency Medical Services Authority (“EMSA”) issued Disaster Medical Support Unit (“DMSU”). This includes deploying the unit when requested by the EMS Agency Director, her/his designee, or the MHOAC, via the MHOAC/RDMHC mutual aid system. This vehicle shall not be used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the disaster site. This vehicle may be used to carry personnel and equipment to a disaster site. The DMSU shall remain equipped, stocked, and maintained to the standard defined by the State.
- C. Ambulance Strike Team:
Contractor will participate in the Ambulance Strike Team (“AST”), Medical Task Force, and the Ambulance Strike Team Leader (“ASTL”) program and will work with the EMS Agency, the RDMHC, and State EMS Authority staff to ensure that trained, vetted, and fully carded ASTL staff as approved by the EMS Agency are on duty daily to fulfill any requests. Contractor shall train its staff to meet this requirement by June 30, 2020.

Contractor shall ensure that newly hired Field Supervisors attain ASTL certification within one (1) year of hire.

3.8 Air Ambulance Service

- A. County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.
- B. Such separate agreements will be necessary even if Contractor is capable of currently providing that service.
- C. Notwithstanding any other provision of this Agreement, the EMS Agency may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s).
- D. Air transport shall not be utilized for patient transport when a ground ambulance is at scene and transport time by ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than the estimated air transport time.

3.9 Response and Transport Exceptions and Limitations

- A. Response:
 - 1. As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the EOA and provide at scene care and ambulance transport in accordance with EMS Agency policy except for Mutual Aid requests.
 - 2. Although Contractor's primary responsibility is to provide ALS ambulance transportation services, Contractor will occasionally arrive at scene in the absence of public safety responders. In such cases, Contractor shall assume incident command, and will provide first response, patient care, transportation services, and incident management until the appropriate public safety responder having primary investigative authority arrives at scene and assumes incident command. Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, the EMS Agency delegates to Contractor's first arriving Field Supervisor or Clinical Field Specialist the authority and responsibility to function as the authority for patient health care management at the scene of the emergency, when that Field Supervisor or Clinical Field Specialist is at scene.
 - 3. Contractor may temporarily provide service utilizing one or more Basic Life Support ("BLS") ambulances under the following circumstances: 1) all of Contractor's available ALS ambulance resources are committed to active incidents, or 2) in the event of a mass casualty incident as authorized by the EMS Agency. In each such

circumstance Contractor shall promptly notify the EMS Agency Duty Officer on-call. Contractor shall forfeit the ability to provide BLS services under this paragraph if, in the judgment of the EMS Agency, Contractor regularly uses BLS services in lieu of ALS. Each BLS ambulance shall be staffed by a minimum of two (2) EMT-Basic's.

B. Transport:

1. Contractor shall be required to transport patients from all areas of the EOA, in accordance with San Mateo County EMS Agency Policies and Procedures.
2. Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in the EMS Agency policy & procedures.

SECTION 4: DEPLOYMENT

4.1 Ambulance Deployment System Status Plan

A. Requirements:

1. Contractor's Response Time obligations are for a performance-based approach rather than a "level of effort" undertaking involving defined locations and/or staffing patterns. Contractor shall commit to and shall be responsible for deploying and employing whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the EOA. Contractor shall deploy ambulance resources in a manner consistent with this goal. Ambulance System Status Plans ("SSP") will be reviewed by the EMS Agency. The plan will describe:
 - a. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;
 - b. 24-hour and system status management strategies;
 - c. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season. Include a process that identifies how additional ambulance hours will be added by the Contractor if the Response Time performance standard is not met;
 - d. Maps identifying proposed ambulance station(s) and/or post locations within the geographic zones within the Response Time compliance areas;
 - e. Work force necessary to fully staff ambulances identified in the deployment plans;
 - f. Any planned use of on-call crews;
 - g. Ambulance shifts and criteria to be used in determining shift length;
 - h. Any mandatory overtime requirements;
 - i. Record keeping and statistical analyses to be used to identify and correct Response Time performance problems; and
 - j. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

- B. Contractor shall provide a sufficient number of ambulances within the EOA that are fully stocked to meet 133% of peak system demand. For example, if 25 ambulances are needed to meet peak demand, an additional 8 ambulances are required to be fully equipped and ready for utilization to meet this standard.

- C. The deployment plan in place at the time of transition by PSC to its new computer aided dispatch (“CAD”) system shall be maintained for at least the first ninety (90) days after implementation of the CAD. Should call demand necessitate, Contractor may add unit hours.

SECTION 5: OPERATIONS

5.1 Response Time Compliance Zones

- A. There are five (5) separate Response Time Compliance Zones (see Exhibit 4). The Zones consist of:
1. Zone 1 – County line South to Devil's Slide including Pacifica, Brisbane, Daly City, San Bruno, Colma, Broadmoor;
 2. Zone 2 – San Francisco International Airport, Burlingame, Millbrae, Hillsborough, San Mateo, Foster City, San Mateo Bridge;
 3. Zone 3 – Belmont, San Carlos, Redwood Shores, Redwood City;
 4. Zone 4 – Atherton, Menlo Park, East Palo Alto, Dumbarton Bridge (southern border is Santa Clara County line), Woodside, Portola Valley, Los Trancos (southern border is Santa Cruz/Santa Clara lines); and
 5. Zone 5 – Coastside. Includes south of Zone 1 and west of 280 down to Woodside (southern border is Santa Cruz County line).

5.2 Response Time Areas

- A. Response Time Areas may be modified by the EMS Agency based upon updated population or census data in collaboration with the ESC. If Response Time Areas are modified and Contractor demonstrates an associated financial impact, the EMS Agency agrees to meet and confer with Contractor over that impact to cost or revenue.
- B. There are three (3) types of Response Time Areas depicted graphically in Exhibit 4 by square grids of two different sizes and horizontal lines:
1. Urban/Suburban (large square grid areas):
 - a. The incorporated and unincorporated portions within and adjacent to Daly City, Brisbane, Pacifica, Colma, San Bruno, Millbrae, Burlingame, San Mateo, Hillsborough, Foster City, Belmont, San Carlos, Redwood City, Atherton, Menlo Park, East Palo Alto, Woodside, Half Moon Bay, and Montara;
 - b. All areas along or east of Interstate 280, including Cañada Road and Edgewood Road west of 280;
 - c. Specific roads included in the urban/suburban area are: Tripp Road, Cañada Road, Alpine Road east of Hwy 35 and Los Trancos Road;

- d. Areas along Highway 1 from Half Moon Bay north to Second Avenue Point Montara and South to Purisima Creek;
 - e. Areas along Highway 1 north of Devil's Slide;
 - f. Areas along Highway 92 east of Highway 1 to Ox Mountain; and
 - g. San Francisco International Airport.
2. Rural (small square grid areas):
Areas not included in Urban/Suburban above, but which are accessible by any of the following roads:
- a. Skyline Boulevard (Highway 35);
 - b. Highway 92 (between Interstate 280 and Ox Mountain);
 - c. Highway 1 between Devil's Slide and Second Avenue Montara;
 - d. Kings Mountain Road;
 - e. Bear Gulch Road east from Highway 35;
 - f. Higgins Purisima Road; and
 - g. Purisima Creek Road.
 - h. Portola Valley – area surrounded by the following:
 - i. Highway 35/Skyline to the East;
 - ii. Interstate 280 to the East;
 - iii. The San Mateo/Santa Clara county lines to the South; and
 - iv. LaHonda Road, Portola Road, and Sand Hill Road to the North.
3. Remote (areas with horizontal lines):
Areas not included in Urban/Suburban or Rural above, but outlined by the boundaries below:
- a. Highway 35/Skyline to the East;
 - b. The Pacific Ocean to the West;
 - c. The San Mateo/Santa Cruz county lines to the South; and

d. Lobitos Creek Road to the North.

C. The San Mateo County EMS System is a tiered ALS first reponse and ALS ambulance transport model. Response times shall be in whole minutes with seconds. The emergency ambulance Response Time Standards are contingent upon the provision of ALS first response and are as follows:

Urban/Suburban – Response to 90 percent of calls each month shall be compliant		
	Emergency Ambulance	ALS First Responder
Code 3	12:59 minutes	6:59 minutes
Code 2	22:59 minutes	14:59 minutes
Rural – Response to 90 percent of calls each month shall be compliant		
	Emergency Ambulance	ALS First Responder
Code 3	19:59 minutes	11:59 minutes
Code 2	59:59 minutes	24:59 minutes
Remote – Response to 90 percent of calls each month shall be compliant		
	Emergency Ambulance	ALS First Responder
Code 3	39:59 minutes	21:59 minutes
Code 2	59:59 minutes	29:59 minutes

5.3 Response Time Management

- A. PSC Dispatch CAD data and the FirstWatch On-line Compliance Utility (“OCU”) program shall be used to calculate response times. Until such time as the OCU provides performance data directly to the EMS Agency, the Contractor shall submit a monthly report to the EMS Agency in a manner specified by the EMS Agency Director. This report is to be as depicted in Exhibit 8 to this Agreement. Ambulance Response Time measures are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient situation. Response Time shall be measured in minutes and integer (whole) seconds and compliance determined on a fractile basis.
- B. Response Time specifications are for a performance-based approach rather than a level of effort undertaking involving defined locations. Contractor shall commit to employ whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the EOA. Contractor shall deploy ambulance resources in a manner consistent with this goal.

- C. Each incident is a separate response:
Each incident will be counted as a single response regardless of the number of units that are utilized.

- D. The Response Time of the Contractor's first arriving emergency ambulance will be used to compute Contractor's Response Time for that incident. This includes ambulance response from an entity requested to provide Mutual Aid for the Contractor. Contractor shall alert PSC of all Field Supervisor and/or Clinical Field Specialist responses to the scene of an emergency and all associated times shall be documented; however, neither Field Supervisor nor Clinical Field Specialist response times shall be utilized for purposes of computing Response Time compliance.

5.4 Calculation of Response Times

- A. Calculation of Response Time shall begin at the time the following information, at a minimum, is transmitted to the assigned ambulance crew:
 - 1. Call priority;
 - 2. Exact address or descriptive location such as building or landmark;
 - 3. If no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance Response Time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.

- B. Calculation of Response Time shall stop when:
 - 1. The assigned ambulance notifies PSC that it is "at-scene," which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident;
 - 2. In the event "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area, or;
 - 3. At the time that PSC notifies the assigned ambulance to cancel its response..

- C. In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to PSC that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Contractor may also validate at scene time by MDT time stamp as documented in CAD or AVL play back.

- D. Calculating Response Times - Changes in Call Priority:

1. Response Time calculations to determine compliance with Agreement standards and penalties for non-compliance shall be as follows:
 - a. Downgrades – If a call is downgraded to a lower priority prior to the emergency ambulance’s arrival at the scene, Contractor’s compliance and penalties will be calculated based on whether the higher priority Response Time standard has been exceeded at the time of the downgrade.
 - b. Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident prior to the emergency ambulance’s arrival at scene, Contractor shall be deemed compliant and not subject to penalties, provided the upgrade or change in priority does not occur after the passage of the lower priority Response Time threshold.
 - c. Reassignment En-route – If an emergency ambulance is reassigned en-route or turned around prior to arrival at scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance at scene from which the ambulance was diverted.
 - d. Canceled Calls – If an assignment is canceled prior to the emergency ambulance’s arrival at scene, compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.

5.5 Response Time Corrections and Exceptions

- A. Contractor may request Response Time Correction(s) of arrival at scene time(s). In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to PSC that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Alternatively, at scene time may be validated by CAD timestamp or Geographic Positioning System (GPS) based on Automatic Vehicle Location (AVL) technology playback.
- B. In some cases, certain specified responses will be excepted by the EMS Agency and thereby deemed as compliant responses to be included in Response Time compliance calculations. These Exceptions will be for good cause only, as reasonably determined by the EMS Agency. The burden of proof that there is good cause for the Exception shall rest with the Contractor.
- C. Contractor shall file a request for each desired Response Time correction or Exception on a monthly basis with the EMS Agency via the online compliance utility (OCU) within

15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response. The EMS Director or her/his designee shall grant or deny Exceptions to performance standards and shall so advise the Contractor. The EMS Director or her/his designee will respond to time correction requests utilizing the OCU. Examples of Exceptions include but are not limited to:

1. Automatic Appeals (*to be granted by EMS Agency*):
 - a. Call was downgraded from Code 3 to Code 2 by at scene responders or by the dispatcher in accordance with County protocol and is Response Time compliant;
 - b. Call was upgraded and is Response Time compliant; and
 - c. Response canceled prior to the unit's arrival at scene; must provide evidence that call was canceled within required Response Time.
 2. Case-by-Case Appeals (*to be considered by EMS Agency*):
 - a. Dispatch error (e.g., inaccurate address, CAD failure) or during EMD system overload where call does not receive a determinant; and
 - b. Off-road or off-paved road locations. On time performance will be measured from the time of dispatch to the time of the ambulance arrival at the unpaved road.
- D. Until such time as the OCU provides performance data directly to the EMS Agency, the Contractor shall submit these requests in a report to the EMS Agency in a manner specified by the EMS Agency Director.

5.6 Response Time Exemptions

- A. Contractor shall maintain sufficient resources to achieve the specified Response Time standards. Contractor shall be responsible for prudent and reasonable planning and action related to system deployment. This may include, but is not limited to, deploying additional unit hours of ambulance coverage for holidays, special events, and weather-related emergencies, including periods of excessive heat or cold, or other weather related anomalies, to accommodate related additional workload.
- B. In the monthly calculation of Contractor's performance to determine compliance with Response Time Standards, every request for ambulance service from PSC located within the Contractor's assigned EOA shall be included except in some cases, late and specified other responses will be excluded from Response Time compliance calculations and financial penalties. These Exemptions will be for good cause only, as reasonably determined by the EMS Agency in its sole discretion. The burden of

proof that there is good cause for the Exemption shall rest with the Contractor. Contractor may request that a response be excluded from the calculation of Response Time Standards, if that call meets the criteria defined below. Contractor shall file a request for each desired Response Time Exemption on a monthly basis with the EMS Agency via the OCU within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response. The EMS Agency Director or her/his designee shall grant or deny exemptions to performance standards and shall so advise the Contractor. The EMS Agency Director or her/his designee will respond to Exemption requests utilizing the OCU. Until such time as the OCU provides performance data directly to the EMS Agency, the Contractor shall submit these requests in a report to the EMS Agency in a manner specified by the EMS Agency Director.

- C. Examples of Exemptions include, but are not limited to:
1. Automatic Appeals (*to be granted by EMS Agency*):
 - a. Additional ambulances responding to the same incident; first unit must meet Response Time standard; and
 - b. Responding ambulance is involved in a traffic collision, and Contractor is determined to be not at fault by law enforcement.
 2. Case-by-Case Appeals (*to be considered by EMS Agency*):
 - a. Multi-Casualty Incident (MCI);
 - b. Verifiable traffic related to the incident impeding response;
 - c. Weather (e.g., heavy fog or heavy rain) that impairs visibility, requires reduced speed of travel, or creates other unsafe driving conditions;
 - d. Road closures/construction for areas with limited access;
 - e. Public events unknown to Contractor creating access delays; or
 - f. Emergency standby, or times of declared emergencies, locally or in a neighboring county, as defined by the emergency operations procedures of the jurisdictions involved (e.g., City or County).

5.7 Response Time Reporting Requirements

- A. Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:

1. Time call received by PSC from PSAP;
2. Time call received by Contractor;
3. Time location verified;
4. Time ambulance crew assigned;
5. Time en-route to scene;
6. Arrival at scene time;
7. Arrival at patient's side;
8. Total at scene time;
9. Time en-route to transport destination;
10. Total time to transport to destination;
11. Arrival time at the destination;
12. Time of patient transfer to receiving hospital personnel (transfer of care); and
13. Time available at the destination (i.e. return to in service status).

B. These reporting requirements may change. The EMS Agency agrees to meet and confer with Contractor over such changes. If reporting requirements are modified and Contractor demonstrates an associated financial impact, the EMS Agency agrees to meet and confer with Contractor over that impact and cost or revenue mitigation.

C. Contractor must synchronize its clocks with the Universal Time Coordinated ("UTC"). UTC is the basis for civil time. This 24-hour timestandard is kept using highly precise atomic clocks combined with the earth's rotation.

5.8 Response Time Liquidated Damages

It is the goal of the EMS Agency to deliver the expected clinically-driven response times to all incidents ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures.

- A. Contractor shall report monthly Response Time performance in each of the Response Time Areas in each of the five (5) Response Time Compliance Zones for emergency ambulances. Contractor shall also report monthly Response Time compliance in each of the five (5) Response Time Compliance Zones. Contractor is expected to maintain a minimum compliance of 90% monthly in each Response Time Zone.

Code	Area	Emergency Ambulance
3	Urban/Suburban	12:59 Minutes
3	Rural	19:59 Minutes
3	Remote	39:59 Minutes
2	Urban/Suburban	22:59 Minutes
2	Rural	59:59 Minutes
2	Remote	59:59 Minutes

- B. Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and County agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County.
- C. Contractor shall pay liquidated damages to the EMS Agency each and every month that Contractor fails to attain response time compliance of at least ninety percent (90%) in each Response Time Compliance Zone. Liquidated damages paid by the Contractor for each Response Time Compliance Zone in which it fails to maintain the requisite compliance shall be as follows:

89-89.99%	\$1,000
88-88.99%	\$1,500
87-87.99%	\$2,500
86-86.99%	\$4,000
85-85.99%	\$6,000
<85 %	\$8,000

D. Contractor shall pay liquidated damages to the EMS Agency for each and every incident to which it has an Extended Response Time, unless Exempted by the EMS Agency. An Extended Response Time is defined as failing to meet the required response time associated with an incident by ten (10) or more minutes. Liquidated damages paid by the Contractor for each Extended Response Time shall be as follows:

Response time elapsed in excess of requirement	10-15 min	\$500
	>16 min	\$750

E. Contractor shall pay liquidated damages to the EMS Agency of \$500 for each and every incident in which a preventable mechanical failure of an ambulance occurs with a patient on-board if, the ambulance is out of compliance with the County approved maintenance schedule, exceeds mileage or age limits and/or exhausts its on-board fuel supply.

F. Furthermore, Contractor shall pay liquidated damages to the EMS Agency of \$250 for each and every incident in which Contractor’s crew fails to report an at scene time which is not verifiable by verbal radio traffic, CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback.

G. Phase-In Period (Discovery Period):

1. For the first ninety (90) days following the transition by PSC to its new computer aided dispatch (“CAD”) system, Response Time requirements specified herein shall be enforced but the penalty assessment will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, Response Time requirements must be met, and penalties will be assessed for non-compliance.
2. Contractor may request, and the EMS Agency may extend the Phase-In period to accommodate implementation of the new PSC CAD allowing adequate system status management and data acquisition.

H. Other Repercussions:

If EMS Agency, with recommendation of the Emergency Medical Care Committee (EMCC) or other oversight committee designated by the EMS Agency Director, determines that Contractor for three consecutive months has failed to maintain Response Time compliance as required by this Agreement and/or has Extended Response Time as defined on more than five percent (5%) of all late calls in any Response Time Compliance Zone which have not been granted Exceptions and/or Exemptions, the County may determine that Contractor has breached this Agreement.

County and Contractor acknowledge that the purpose of the Extended Response Time compliance requirement is to ensure quality of patient care and that invoking the breach provision relative to Extended Response Time compliance may be necessary only where Contractor is not operating in good faith to resolve issues affecting patient care. Therefore, prior to invoking a breach of contract for Extended Response Time non-compliance, County shall provide Contractor an opportunity to cure any failure to comply with Extended Response Time requirements and agrees not to invoke the breach provision for Extended Response Time if Contractor demonstrates good faith and best efforts to resolve issues contributing to Contractor's failure to meet the Extended Response Time compliance requirements. Actions constituting best efforts include, but are not limited to the following:

1. Contractor agrees to conduct and participate in a LEAN study to identify causes and opportunities to reduce the number of Extended Responses.
2. In consultation with EMS Agency, Contractor agrees it will utilize best efforts, available resources and technology that do not unreasonably impact Contractor's cost or revenue, to implement all LEAN recommendations.
3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended Response calls.

I. Payments and Use of Penalty Assessment Penalties:

1. The EMS Agency will make the final penalty determination based on this section and will inform the Contractor of the incidents and penalties incurred on a monthly basis. Contractor shall pay the EMS Agency all penalties within 30 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly on any payment made after the due date. The Contractor will pay all penalty assessments to an EMS Penalty Assessment Fund.
2. Penalties collected will be utilized to support public access defibrillation, prevention programs, and other activities to improve the overall EMS system. Decisions regarding the use of the penalty assessment fund will be brought before the Emergency Medical Care Committee ("EMCC") or other oversight committee designated by the EMS Agency Director.

5.9 Vehicles

Contractor shall provide and maintain all ambulances, support vehicles, and on-board equipment used by Contractor to perform the services required by this Agreement. All Contractor vehicles herein shall be fully committed to services provided to San Mateo County under the terms of this Agreement. All costs associated with these vehicles shall be the responsibility of the Contractor.

- A. Contractor shall continuously provide a sufficient number of ambulances to meet 133% of peak system demand and not less than twenty-five (25) ambulances total.
- B. Contractor shall replace at least each of nine (9) ambulances in its existing San Mateo County fleet with a new ambulance not later than July 1, 2019.
- C. Contractor shall replace at least each of eight (8) additional ambulances in its existing San Mateo County fleet with a new ambulance not later than July 1, 2020.
- D. Contractor shall replace each ambulance yet to be replaced in its existing San Mateo County fleet with a new ambulance not later than July 1, 2021.
- E. Contractor shall provide at least one (1) new Bariatric Ambulance not later than July 1, 2019.
- F. Contractor shall provide at least one (1) new Supervisor Vehicle for use by the Clinical Field Specialists not later than July 1, 2019.
- G. Each of Contractor's vehicles providing services under this Agreement shall be equipped with new and fully functional Lytx DriveCam driver safety and monitoring technology.
- H. JPA and EMS Agency Supervisor Vehicles:
 - 1. Contractor will provide up to \$50,000 each, for four (4) ALS equipped Supervisor Vehicles to the JPA for the exclusive use of the JPA Supervisors. Two (2) such JPA Supervisor Vehicles funded by Contractor and purchased by the JPA in 2018 meet the intent for the initial provision of two (2) of these four (4) Supervisor Vehicles.
 - 2. Contractor will provide up to \$50,000 for one (1) BLS equipped Supervisor Vehicle to the EMS Agency for its exclusive use in overseeing service provided under this Agreement and emergency and disaster preparedness and response.

5.10 Vehicle Specifications

- A. Ambulances:
 - 1. Ambulances must conform to the following requirements:
 - a. Industry standard Type III ambulance;
 - b. To the extent possible, be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor;

- c. Meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail;
- d. Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association;
- e. Be limited to a maximum mileage of 250,000 miles; and
- f. Meet or exceed the equipment standards of the State of California and EMS Agency Policy Equipment 3.

B. Bariatric Ambulance:

Contractor shall ensure the availability of a Bariatric Ambulance for use in San Mateo County within 2 hours' notice. The bariatric ambulance must provide safe and dignified transport of the morbidly obese patient weighing up to 1400 pounds and shall include a bariatric stretcher and hydraulic lift. In the event that Contractor's primary Bariatric Ambulance is unavailable, Contractor may utilize its bariatric ambulances from surrounding counties as back-up.

C. Supervisor Vehicles:

- 1. Contractor's Supervisor Vehicles shall be equipped and meet Department of Transportation and National Fire Protection Association standards for Code 3 response, SUV-type vehicles, with rear command consoles, and carry all equipment and supplies necessary to function as a First Responder in accordance with EMS Agency requirements, policies, and procedures. Any new Supervisor Vehicles purchased by Contractor during the term of this agreement shall be four wheel drive capable.
- 2. All Supervisor Vehicles shall be identical in make and configuration. To the extent possible, Supervisor Vehicles shall be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor.
- 3. Supervisor Vehicles shall not exceed 200,000 miles or 7 years of age, whichever is attained first.

D. Vehicle Markings:

- 1. Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.

2. Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1901 (2016) for vehicles contracted for on or after January 1, 2016.
3. Ambulances and Supervisor vehicles used in providing services shall bear the markings "San Mateo County Emergency Medical Services" in at least four (4) inch letters on both sides and state the level of service on both sides.
4. Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.
5. Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.
6. Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without EMS Agency approval. The EMS Agency shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles (which shall have a base color of white) purchased or otherwise introduced during the term of this agreement.

5.11 Equipment

- A. Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. Contractor shall provide and maintain in good repair and safe working order all vehicles, medical supplies/equipment, on-board mobile voice and data equipment compatible with County systems, office facilities and furnishings, and voice/IT equipment to be used by Contractor to perform its 9-1-1 Ambulance Services. The EMS Agency shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.
- B. Contractor and JPA Supervisor vehicles shall be stocked by the Contractor with ALS supplies and equipment in accordance with EMS Agency requirements and carry essential medical equipment and supplies so that initial patient care can be provided should this vehicle arrive first at the scene of an emergency. Additionally, these vehicles will carry equipment and supplies necessary for multi-casualty incidents as specified by the EMS Agency.
- C. The EMS Agency Supervisor vehicle shall be stocked by the Contractor with BLS supplies and equipment in accordance with EMS Agency requirements at no cost to the EMS Agency.
- D. Contractor agrees that equipment and supply requirements may be changed with the approval of the EMS Agency Director due to changes in technology, regulations, or for

other appropriate reasons. Should requirement changes have a financial impact, Contractor and EMS Agency agree to meet and confer over that impact, both short and long-term, and jointly present to ESC a proposal to utilize funds from the Clinical and Technology Upgrade Fund for initial implementation.

- E. Each ambulance must carry standardized equipment and supplies that meet federal, State, and local EMS Agency requirements, policies and procedures. To the extent possible, such equipment and supplies will be stored in the same location in all ambulances.
- F. All expendable supplies, including medications and controlled substances, must be restocked by Contractor. All medical equipment shall be in good repair and safe working order at all times. Each ambulance will be fully stocked and there will be sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excessive demand in the system.
- G. Contractor shall provide seventy-five (75) new monitor/defibrillators conforming to EMS Agency requirements in the first five (5) year term of this Agreement.
- H. Contractor shall upgrade its paramedic and EMT-Basic skills training lab with two (2) new high-fidelity mannequins by July 1, 2019.
- I. Fire Service JPA Paramedic First Responder:
Contractor will stock fifty-three (53) JPA ALS First Responder and four (4) JPA Supervisor Vehicles in accordance with EMS Agency requirements, policies and procedures, at no cost to the JPA and/or fire first response agency, with the same durable medical equipment and expendable supplies as are used by Contractor. The amount of inventory on the First Responder or Supervisor vehicles may be less than the ambulance inventory. Medical equipment and supplies shall be standardized throughout the system and Contractor will be responsible to provide a resupply system to all JPA first responder stations.
- J. Vehicle and Equipment Maintenance:
 - 1. Contractor shall maintain all vehicles in good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.

2. Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work. The EMS Agency requires that all ambulances and equipment used in the performance of this Agreement be maintained in good repair and safe working order. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.
3. The EMS Agency requires that ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, be removed from service and repaired or replaced in a timely manner.
4. Contractor must implement an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance 9-1-1 Ambulance Services by:
 - a. Utilizing appropriately trained personnel knowledgeable in the maintenance and repair of commercial vehicles;
 - b. Developing and implementing standardized maintenance practices; and
 - c. Incorporating an automated electronic maintenance program record-keeping system.
5. Contractor shall submit its vehicle maintenance plan to the EMS Agency annually.
6. Contractor shall maintain its vehicles and bio-medical equipment to, or exceeding, manufacturer's recommendations and standards which shall be updated annually at minimum. All costs of compliance testing, maintenance and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services and costs of extended warranties, shall be at the Contractor's expense.
7. The EMS Agency shall have access to all vehicle and equipment maintenance reports upon request within two (2) business days of the request. In the instance of a sentinel event, however, Contractor shall give EMS Agency immediate access upon request.

K. Communication System Equipment and Management:

1. Contractor shall utilize the County's radio system for two-way voice communications between PSC, ambulances, Supervisor Vehicles and hospitals. PSC EMS dispatch/ambulance/supervisor radio communications utilize a UHF trunked radio system in the 700-800 MHz bandwidths owned and operated by the

County of San Mateo. Radios must be fully compatible with the County radio system. Contractor shall consult with County ISD in advance of purchasing or installing radios.

2. Fire service agencies utilize a separate radio system that operates on VHF radio frequencies in the 114-179 MHz bandwidths. Contractor shall ensure that it can access this system and its channels for two-way voice communications.
3. Each ambulance and Supervisor Vehicle shall be equipped with a UHF mobile radio in the front cab and shall also be capable of hospital communication in the rear/patient compartment.
4. Each ambulance and Supervisor Vehicle shall be equipped with a UHF portable radio for each assigned crew member for medical communication, and at least one portable radio which is capable of communicating on VHF fire channels when necessary.
5. Contractor shall equip each of its ambulances, supervisors and clinical field specialists with appropriate emergency communications and redundant alerting devices enabling immediate notification of on-duty ambulance, supervisor and clinical field specialist personnel of emergency situations and associated system needs. Each ambulance, supervisor and clinical field specialist on-duty must be able to communicate at all times and locations with PSC, other ambulances, supervisors, clinical field specialists, receiving hospitals, fire agencies, and the EMS Agency.
6. Contractor shall equip and have Automatic Vehicle Location (“AVL”)/Geographic Positioning System (“GPS”) technology in its ambulances and Supervisor Vehicles. AVL/GPS shall be continuously operable while the vehicle is in service (except when compromised by factors determined by the EMS Agency beyond the Contractor’s control) for purposes of System Status Management including but not limited to unit selection, dispatch, tracking, safety, and Response Time reporting. This AVL/GPS equipment shall be interfaced with the CAD system at PSC (at the time that the PSC CAD is capable of such functionality) and shall transmit data with speed as close to near real-time as technologically possible.
7. At the time that the PSC CAD is capable of such functionality, each ambulance and supervisor vehicle shall have a mobile data computer (“MDC”) which shall be interfaced to and capable of timely receiving from and transmitting to the PSC CAD essential incident and status data in accordance with EMS Agency requirements. The MDC shall contain integrated mapping software which provides real time automated distance and traffic-based destination routing, thereby enabling efficient and timely vehicle travel. MDCs and associated software shall transmit, receive,

and process data with speeds as close to near real-time as technologically possible.

8. Contractor shall provide mobile computers or tablets with software to generate an ePCR and cellular data transmission capabilities to send an ePCR to the receiving hospital for each of its ambulances, as well as 53 Fire JPA response engines and 4 JPA Supervisor vehicles. This technology shall link the fire agency generated ePCR to the ambulance transport ePCR for each patient.
9. In addition to the above requirements, the Contractor shall meet the following requirements on all ambulances and Supervisor vehicles:
 - a. Communications Equipment – Contractor shall provide cell phones for direct landline communications with the base hospital, receiving hospitals, dispatch centers, and other necessary personnel or agencies.
 - b. California Emergency Coordination Radio System (“CALCORD”) – Contractor shall equip all ambulances and Supervisor vehicles with radio equipment suitable for operation on CALCORD.
 - c. Transmission of 12-Lead ECG. Contractor shall install necessary communications equipment in all of its ALS ambulances enabling transmission of 12-Lead electrocardiograms to receiving facilities, in accordance with EMS Agency specifications.
10. Contractor shall be 100% responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and cellular accounts, including data fees on equipment owned by Contractor.

5.12 Emergency Medical Dispatch

The San Mateo County PSC is accredited by the International Academy of Emergency Medical Dispatch as an Accredited Center of Excellence (“ACE”). PSC provides 9-1-1 emergency medical dispatch (“EMD”) services in San Mateo County and will dispatch Contractor’s ambulances in accordance with Contractor’s system status management/deployment plan. Contractor and PSC shall collaborate to optimally deploy prehospital personnel in accordance with the Medical Priority Dispatch System (“MPDS”) under the medical control requirements of the EMS Agency.

A. Requirements:

1. Contractor and PSC shall utilize the MPDS EMD protocol reference system as approved by the EMS Agency. MPDS requires use of its language and protocols

to categorize call types (ALPHA – ECHO) but allows the EMS Agency discretion on the response prioritization, configuration and mode. The decision on response prioritization, configuration and mode will be data driven and evidence based and may be modified by the EMS Medical Director from time to time as new information becomes available. Should EMD changes be required, and Contractor demonstrates an associated financial impact, Contractor and EMS Agency agree to meet and confer over that impact to cost or revenue.

2. PSC shall provide Contractor with dispatch services 24-hours a day, seven days a week, 365 days of the year.
 3. EMS Agency and Contractor shall be provided with real-time access to all required data in accordance with the EMS Agency's medical control requirements at all times, 24 hours per day 7 days per week ("24/7").
 4. Contractor and EMS Agency's authorized personnel shall be provided with physical access to PSC 24/7.
 5. Dispatch procedures shall be developed cooperatively with the EMS Agency including adherence to the EMS Agency's emergency medical dispatch requirements.
 6. Operational changes or modifications to dispatch procedures for ambulance deployment approved by the EMS Agency shall timely be implemented. Changes requiring Vendor support will come at an additional cost to Contractor.
- B. Dispatcher Training:
Each PSC emergency medical dispatcher shall have completed an initial training program meeting the requirements of the California EMS Authority's Emergency Medical Services Dispatch Program Guidelines (EMSA #132, March 2003). Each PSC emergency medical dispatcher shall receive a minimum of 24 hours of continuing dispatch education ("CDE") every two years, as described by the California EMS Authority's Emergency Medical Services Dispatch Program Guidelines.
- C. CAD:
1. PSC will continue to use the current Northrop Grumman CAD until the County installs the new Versaterm CAD (expected October 2019). Contractor may incur additional costs related to change order requests.
 2. Contractor acknowledges that it will incur costs associated with integrating Contractor's vehicles with AVL/GPS/MDC to interface with incoming CAD system.

3. Contractor acknowledges that it will incur costs associated with equipment and licensing for Mobile Data Computers or other devices used by the Contractor connected to the new CAD system. Versatem CAD licensing costs will be borne by PSC for the five (5) year period commencing with the implementation of the Versatem CAD.

D. Data and Reporting:

EMS Agency shall be provided with live access to CAD, GPS/AVL and audio recorder systems 24/7.

SECTION 6: PERSONNEL

6.1 Key Personnel

The following positions are Key Personnel for all purposes. The EMS Agency shall have direct access to the Key Personnel identified in this Agreement at all times. This includes the right to call regular meetings with Key Personnel, as well as unscheduled inspections, interviews, and visits. Key Personnel shall be required to cooperate fully with the EMS Agency.

The EMS Agency expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct.

A. Operations Director:

1. Contractor must provide a full-time Operations Director who shall oversee and be accountable for all aspects of the Services provided by the Contractor.
2. This individual shall have significant prior experience managing large, high-performance 9-1-1 emergency medical services.
3. This individual shall be responsible for strategic planning, stewarding quality improvement and management initiatives, budgeting, and leading internal and external customer relations.

B. Operations Manager:

1. Contractor must provide a full-time Operations Manager who shall oversee and be responsible for the overall performance of its operations, including ensuring adherence to organizational policies and procedures guiding the delivery of high-quality services.
2. This individual shall be qualified by education, training, and experience to manage the day-to-day operations of a large, complex organization that provides 9-1-1 ALS Emergency Ambulance Services.

C. Performance and Compliance Manager:

1. Contractor must provide a full-time Performance and Compliance Manager to oversee the consistency, efficiency and effectiveness of its services.
2. This individual shall be responsible for Response Time compliance, all data requests, daily monitoring of operational Key Performance Indicators, and shall also serve as the liaison to PSC and for internal and external billing matters.

E. Provider Medical Director:

1. Contractor shall provide a physician licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.
2. This individual must be Board Certified in emergency medicine, experienced in emergency medicine, and preferably fellowship-trained in emergency medical services.
3. This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor in delivering service.
4. Contractor understands that the Provider Medical Director is distinct from, and does not have the powers or authority of, the Medical Director of the Local EMS Agency, as defined in California Health and Safety Code section 1797.202.

F. Clinical Education Services Manager:

1. The clinical education services manager is a paramedic or nurse with extensive experience in emergency and critical care with a minimum of three years' full-time experience working in a large, complex 9-1-1 ALS emergency ambulance services system.
2. This individual shall be responsible for day-to-day clinical oversight of Contractor's accredited paramedics and certified EMT-Basics, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical quality assurance and continuous quality improvement.

6.2 Changes in Persons Acting as Key Personnel

- A. Contractor agrees that each Key Personnel position is separate and distinct, that it must be filled by a separate individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign an individual identified above as Key Personnel without notifying the EMS Agency and meeting to discuss the impact.
- B. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement the County shall be entitled to review and approve the proposed replacement. Such approval shall not be unreasonably withheld. Such approval shall include verification of resume and a completed background check by Contractor to be shared with the EMS Agency.

6.3 Other Mandatory Leadership Personnel

Contractor shall have management and supervisory personnel to manage all aspects of emergency ambulance service, including administration, operations, EMS training, clinical quality improvement, record keeping, and field supervision. Such supervision shall be provided continuously 24-hours per day.

A. Support and Field Supervisors:

1. Contractor shall supply Field and support Supervisors to oversee day-to-day functions of Contractor's operations. In the event that a Field Supervisor fails to perform to the satisfaction of the EMS Agency Director, Contractor shall correct the deficiency in a timely manner.
 - a. Contractor shall employ field-based Field Supervisors such that a minimum of one (1) is available 24-hours a day, 7 days a week, 365 day a year, deployed in an emergency response Supervisor Vehicle, to provide coverage only within San Mateo County. Field Supervisors are responsible to manage day to day EMS system operations with office-type work, such as scheduling, limited to the extent possible.
 - b. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, oversight of company facility security, and other operational support functions as assigned by the Operations Manager.
 - c. Field Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be paramedics with a minimum of three (3) years' experience in a complex 9-1-1 system, who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through experience and extensive training in the Incident Command System ("ICS").
 - d. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.
 - e. The Field Supervisor is responsible for:
 - i. Real-time, non-dispatch center-initiated System Status Plan staffing adjustments, and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities;

- ii. Investigating vehicle and general liability issues;
 - iii. Initial management of workers compensation issues; and
 - iv. Managing employee performance issues, and customer or stakeholder complaints.
- f. The Field Supervisor shall also:
- i. Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies;
 - ii. Collaborate and cooperate with EMS Agency leadership, managers and support personnel; and
 - iii. Communicate with EMS Agency on-call personnel.

B. Clinical Field Specialists:

1. Contractor shall employ and maintain two (2) full-time Clinical Field Specialists. Each Clinical Field Specialist shall be a Paramedic with a minimum of three years' full-time experience working in a 9-1-1 system and who has completed additional training in EMS leadership and education including but not limited to Incident Command System ("ICS") 300, Advanced Medical Life Support ("AMLS"), advanced airway management, and Critical Incident Stress Management ("CISM"). AMLS, advanced airway management (or equivalent approved by the EMS Agency) and CISM training must be completed within nine (9) months from date of hire.
2. The Clinical Field Specialists will provide concurrent continuous quality improvement in the field, including real-time clinical support and mentorship to Paramedics and EMT-Basics.
3. The Clinical Field Specialists will carry training equipment. When not on a call, they will assist with ePCR review and skills-based training.
4. Under the direction of the Field Supervisor and within the ICS system, the Clinical Field Specialists may provide medical command and control during major incidents and / or support active Tactical Emergency Medical Services ("TEMS") responses.

C. Clinical and Operational Data Analyst:

Contractor shall employ and maintain one (1) full-time Clinical and Operational Data Analyst position. This Analyst will mine, analyze, and interpret local clinical and

operational data derived from MEDS, FirstPass, FirstWatch, and other data sources to promote clinical quality, high performance service delivery, and community health.

D. Community Educator/Service Advocate:

Contractor shall employ and maintain one (1) full-time Community Educator/Service Advocate. This Advocate will be responsible for coordinating and participating in community health education, community outreach, injury prevention, and programs targeted to increase public access/awareness of EMS in San Mateo County.

E. ePCR Specialist:

Contractor shall designate an ePCR Specialist responsible for ensuring that all Contractor owned technology utilized in the San Mateo County EMS system works effectively and reliably. The specialist or designee will be available to all system users of MEDS ePCR data to provide 24/7 support and live/immediate response to all technology customer service calls including maintaining first responder and AMR ePCR devices. The specialist shall also support Contractor owned ePCR/AVL/MDC hardware, CAD connectivity, cellular, Windows, Mac, network up time, and operational staff needs.

6.4 Ambulance Staffing Requirements

A. All ambulances rendering services under this Agreement shall be staffed and equipped to render ALS level care and transport.

B. Ambulances must be staffed with at least one San Mateo County accredited paramedic. The second crew member shall be another licensed paramedic or certified EMT-Basic who has completed an additional curriculum approved by the EMS Agency. Responding transport units must be prepared to interface seamlessly with fire department personnel responding to the same call.

6.5 Working Conditions for Ambulance Personnel

A. Comfort Stations:

1. The Contractor is required to provide a minimum of five (5) "comfort stations" located at strategic posts that are accessible to on-duty field-based personnel 24/7. At a minimum, these facilities shall:
 - a. Be climate controlled (air conditioning and heat);
 - b. Have adequate and comfortable seating to accommodate a complete on-duty crew;
 - c. Have at least one operable toilet, sink, and microwave as well as a desk, task chair;

- d. Have data capability to enable patient care charting; and
 - e. Have adequate accommodations to meet the needs of nursing mothers.
2. Any changes to the locations of Contractor's comfort stations or local headquarters will be subject to approval of the EMS Agency Director. Such approval shall not be unreasonably withheld.

SECTION 7: CLINICAL QUALITY AND PERFORMANCE

7.1 EMS Agency Medical Oversight

- A. The EMS Agency will furnish medical control services including the services of the EMS Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).
- B. The EMS Agency, through base hospital physicians (as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24-hours a day, seven days a week, 365 days a year.
- C. The EMS Agency recognizes the unique role of the EMS Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.
- D. Contractor shall immediately notify the EMS Agency of potential violations of the California Health and Safety Code, California Code of Regulations, or San Mateo County EMS policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with the EMS Agency and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

7.2 Protocols, Policies, and Procedures

- A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all EMS Agency policies, procedures, and medical protocols and other requirements established by the EMS Medical Director.
- B. The EMS Agency may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to the EMS Agency or the County.

7.3 Clinical Quality Improvement

- A. The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through the EMS Agency's quality improvement procedures to improve and maintain clinical excellence.
- B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire

EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

7.4 Quality Performance

- A. Contractor, in collaboration with County, JPA, and PSC shall participate in the development of a written quality improvement plan which shall be approved by the EMS Agency.

- B. Contractor must submit the quality improvement (“QI”) plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and the San Mateo EMS Agency EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

- C. Ongoing QI requirements:
 1. Review and submit the QI program annually for appropriateness to the provider’s operation and revise as needed;

 2. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the EMS Agency Medical Director or her/his designee;

 3. Submit a monthly report to the EMS Agency to show compliance with the approved plan and areas for improvement including key performance indicators for STEMI, stroke, advanced airway, cardiac arrest, trauma, pain, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, paramedic skill retention and safety; and

 4. Provide the County with an annual update, from date of approval and annually thereafter, on the provider’s QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.

- D. Contractor shall actively participate in the EMS Agency's Quality Leadership Council that may include making available relevant records for program monitoring. This commitment includes, but is not limited to:
1. Active participation of Contractor's senior leadership in EMS groups or committees dealing with quality management;
 2. Designation of a Quality Manager to oversee Contractor's quality program;
 3. Submission of monthly comprehensive key performance indicator reports to the EMS Agency;
 4. Active participation in projects designed to improve the quality of EMS in San Mateo County;
 5. Description of the Contractor's overall approach to comprehensive quality management; and
 6. Active participation, when available, in local Health Information Exchange ("HIE") data sharing initiatives approved by the EMS Agency.

7.5 Quality Processes and Practices

- A. The Contractor shall strive for clinical excellence. This includes, but is not limited to:
1. Clinical care and patient outcome;
 2. Skills maintenance/competency;
 3. Mastery of EMS Agency Policies and Procedures;
 4. Patient care and incident documentation;
 5. Evaluation and remediation of field and dispatch personnel;
 6. Measurable performance standards; and
 7. Implementation and operationalization of its Quality Improvement Plan.

7.6 Clinical and Operational Benchmarking

- A. Benchmarking of Key Performance Indicators (KPI) including those focused on clinical care is required. It is anticipated that the KPIs will evolve with the development of the local EMS system as approved from time to time by the EMS Agency Medical Director and EMS Agency Director.

- B. Contractor shall provide information necessary to benchmark KPIs. KPI benchmarking may include comparing clinical data published by the National Association of EMS Physicians or other national organizations (e.g., EMS Compass) comparing San Mateo County EMS with other similarly designed clinically sophisticated systems.

- C. Collaborate with EMS system partners in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. To that end, Contractor shall use best efforts over the term of this Agreement to support out-of-hospital research. Such projects might include but are not limited to research involving:
 - 1. Impact of Public Access Defibrillation (PAD);

 - 2. Reduction of "at scene" time;

 - 3. Reduction of "at patient" time to improve time to first defibrillation or ALS intervention; and

 - 4. Communications system research projects or other research projects as approved by the EMS Agency.

SECTION 8: DATA AND REPORTING

8.1 FirstWatch System Requirements

System Requirements for Response Time and Clinical Performance Measurement.

Contractor shall fund the full cost of the EMS Agency's FirstWatch Online Compliance Utility ("OCU") and FirstPass data programs, which the EMS Agency will use to monitor the performance of Contractor and the JPA in delivering services to the San Mateo County EMS system under the terms of this Agreement. Contractor and JPA Supervisors shall be granted access to OCU and FirstPass by the EMS Agency, which shall be supported by Contractor's Clinical and Operational Data Analyst. The FirstWatch data platform will be linked to the new PSC Versaterm CAD and the MEDS ePCR to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system.

8.2 Data and Reporting Responsibility

Contractor shall provide detailed operations, clinical, administrative, and financial data as requested and in a manner approved by the EMS Agency.

8.3 Performance Data and Reporting

- A. Contractor will collaborate with the EMS Agency to provide routine and ad hoc reports.
- B. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of data sets EMS system-wide, in cooperation with the EMS Agency and JPA. A fully implemented tool will be capable of the following:
 - 1. Allow for quantitative and qualitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and
 - 2. Provide real-time data access to JPA agencies for use in fire-based EMS QI activities.
- C. Contractor shall work in earnest and good faith with the EMS Agency on all data initiatives used to support clinical care and quality improvement.

8.4 Electronic Patient Care Reporting

- A. Contractor will be required to provide electronic patient care record ("ePCR") data, in a form and timeframe prescribed by the EMS Agency, pursuant to California Health and Safety Code section 1797.227 and approved by EMS Medical Director, for patient

documentation on all EMS system responses by Contractor and/or fire departments within the County including patient contacts, cancelled calls, and non-transport. The ePCR shall be accurately completed to include all information required by the EMS Agency and California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170 and 100171.

- B. The ePCR product including software, equipment, and connectivity must be available to all fire department EMT-Basic and paramedic personnel at no cost.

- C. The ePCR system must have the capability of mobile data entry in the Contractor's ambulances, fire first response vehicles, and all Supervisor Vehicles as well as at the patient's bedside. The ePCR system shall comply with the current versions of NEMSIS and CEMSIS. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system shall also comply with the current mapping standards and data dictionary, as promulgated by EMSA and the EMS Agency. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA and hospitals in an HL7 format.

- D. The ePCR system must have the capability to:
 - 1. Link with the CAD to import all data for all calls;
 - 2. Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field;
 - 3. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support;
 - 4. File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record; and
 - 5. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.

- E. The EMS Agency approved ePCR must be completed for all patients at the earliest opportunity and not later than twenty-four (24) hours after patient contact pursuant to EMS Agency policy. Contractor must provide access to patient care records at the receiving facilities in computer readable format and suitable for statistical analysis for all 9-1-1 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, and non-transport. Contractor shall provide electronic ePCR data to the EMS Agency,

and EMS Authority, in a form prescribed by the EMS Agency, pursuant to California Health and Safety Code, Section 1797.227, within a reasonable timeframe specified by the EMS Agency.

- F. The EMS Agency approved ePCR, shall be entered at the receiving hospital before returning to service for each critical patient pursuant to EMS Agency policy.
- G. The EMS Agency approved ePCR shall be entered before returning to service in any sentinel event or unusual circumstance constituting or potentially constituting a threat to the public health and safety in accordance with EMS policy.
- H. Contractor's ePCR must provide other data points reasonably requested by the EMS Agency, including any needed modifications to support EMS system data collection.
- I. As health information systems evolve, the Contractor agrees to work with the EMS Agency and local hospitals to establish, and/or participate in, a Health Information Exchange ("HIE") with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and EMS Agency agree to meet and confer over that impact to cost or revenue.

8.5 Records and Required Reports

A. Personnel Reports:

- 1. Contractor shall provide the EMS Agency with a list of all EMT-Basics and Paramedics currently employed by Contractor as of the date of this Agreement, and monthly thereafter and shall update that list whenever there is a change throughout the year.
- 2. The personnel list shall include, at a minimum:
 - a. Name;
 - b. California Paramedic license number and expiration date or EMT-Basic certification number and expiration date;
 - c. Expiration date of all required courses;
 - d. California Driver's License number;
 - e. Residential address; and

f. Email address.

B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and address turnover to the satisfaction of the EMS Agency Director.

8.6 Community Report

- A. Contractor shall provide an annual report to the EMS Agency on community activities meeting EMS Agency requirements including, but not limited to:
1. Number of conducted community education events;
 2. Public relations activities; and
 3. Employee recognition.

8.7 Customer Feedback Surveys

- A. Customer Service Outreach and Customer Inquiries:
1. Contractor will develop a mechanism for internal and external customers to comment on the care provided by Contractor and will provide access to comments to the EMS Agency. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.
 2. Contractor shall have a customer service telephone line giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line shall be accessible without charge to all callers within the continental United States.
 - a. The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website, and publicized at local healthcare facilities and public safety agencies.
 - b. If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 9-1-1 in case the caller inadvertently called the customer service line looking for emergency service.
 3. Members of the Contractor's Leadership Team are to be automatically notified of any incoming external complaint calls. Incidents that require follow up to the

customer must be resolved by the end of three (3) business days from when the call was received, and if not possible, notification must be made to the customer with the status of the request.

B. Handling Service Inquiries and Complaints:

1. Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
2. Contractor shall submit to the EMS Agency, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using the EMS Agency's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.

- C. Contractor shall submit the results of a customer satisfaction survey administered by an external provider as approved by the EMS Agency to the EMS Agency Director annually.

8.8 Other Reports

- A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by the EMS Agency Director.
- B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION 9: SUB-CONTRACTING

9.1 Sub-contracting Restrictions

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub-contract any portion of the Agreement for services to be rendered without prior written consent of the EMS Agency and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of the EMS Agency shall not convey any rights to the assignee. The parties agree and understand that there exists a current sub-contract for ambulance staffing between the Woodside Fire Protection District (“WFPD”) and the Contractor. Contractor intends to enter into negotiations with the WFPD to continue said Agreement.

SECTION 10: ADMINISTRATIVE REQUIREMENTS

10.1 Regulatory and Policy Requirements

- A. Contractor shall provide services in accordance with the requirements of [California Health and Safety Code sections 1797 et seq.](#), [California Code of Regulation, Title 22, Division 9](#), and San Mateo County EMS Agency [Policies and Procedures](#), and all other applicable State and Federal requirements, including any amendments or revisions thereof.
- B. Contractor shall follow all direction provided by the EMS Agency Director, her/his designee, or the EMS Agency Medical Director.
- C. Contractor shall comply with Response Time Standards to all areas of the EOA. See Exhibit 6 of this Agreement for additional information on Response Time requirements.
- D. Contractor will cooperate with the EMS Agency's ongoing development of policies and procedures for appropriate patient care.

10.2 Personnel

Workforce and Diversity. The Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed and/or accredited. Field personnel with bilingual skills reflecting the diversity of languages spoken in San Mateo County are highly valued. Contractor is encouraged to ensure diversity in the workforce and address diversity alignment with its communities served.

10.3 Work Schedules and Human Resource Issues

Contractor shall employ reasonable work schedules and conditions. Provider fatigue and the impairment associated with fatigue pose a significant safety risk for patients, partners, and others in the community. Patient care must not be compromised by impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest.

- B. At least 51% of the Contractor's proposed schedule shall be Contractor's full-time employees.
- C. Contractor's work schedules and assignments will provide reasonable working conditions for ambulance, Field Supervisor and Clinical Field Specialist personnel. Neither ambulance nor Field Supervisor or Clinical Field Specialist personnel shall be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance,

Field Supervisor and Clinical Field Specialist personnel shall have sufficient rest periods to ensure that they remain alert and well rested during work periods.

- D. Average unit hour transport utilization ratios for Contractor's ambulance crews regularly scheduled to work in excess of twelve (12) hours must not exceed 0.40. Contractor shall track unit hour utilization and, upon request, make that data available to the EMS Agency.

10.4 Personnel Licensure and Certification

- A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check.
- B. All of Contractor's ambulance, Field Supervisor and Clinical Field Specialist personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, accredited in San Mateo County. Certification and accreditation requirements are as stated on the EMS Agency website (smchealth.org/ems) and the website of the State EMS Authority (emsa.ca.gov).
- C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by the EMS Agency and/or the State of California including but not limited to copies of current and valid EMT-Basic Certification and Paramedic License and Accreditation documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement. Contractor shall provide the EMS Agency with real-time access twenty-four (24) hours a day, three hundred and sixty-five (365) days a year to all such records and reporting tools within its TargetSolutions or other database approved by the EMS Agency. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to the EMS Agency with a correlating corrective action plan. Contractor's failure to cure repetitive non-compliance with the provisions of this paragraph may constitute breach of this Agreement.
- D. Contractor shall participate in the DMV Employer Pull Notice ("EPN") program.

10.5 Personnel Training

- A. Training and Continuing Education Program Requirements:

1. Contractor shall maintain approval in San Mateo County as an EMS Continuing Education Provider (CE provider), as defined in California Code of Regulations, Title 22, Division 9, Chapter 11:
 - a. Contractor must provide a comprehensive training/education program for all paramedic and EMT-Basic personnel. Joint training sessions for ambulance and fire service first responders are encouraged. Such a program shall be subject to approval by the EMS Agency and include, but not be limited to:
 - i. Advanced training for EMT-Basics staffing ALS ambulances;
 - ii. Orientation to the San Mateo County EMS System;
 - iii. Customer service and cultural sensitivity;
 - iv. Pre-accreditation field evaluation for paramedics; and
 - v. Post-accreditation education, supervision, evaluation.

10.6 Paramedic Training Requirements

A. Cardiopulmonary Resuscitation Certification:

1. All paramedics shall be certified in cardiopulmonary resuscitation ("CPR") and have a current course completion card in CPR for the Professional Rescuer, issued by the American Heart Association, or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by the EMS Agency Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified paramedics performing services under this Agreement.

B. Advanced Cardiac Life Support (ACLS) Certification:

1. All paramedics shall have a current ACLS Course Completion Card, issued by the American Heart Association or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by the EMS Agency Medical Director and adequate to ensure competency in the skills included in the ACLS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all ACLS qualified paramedics performing services under this Agreement.

C. ECG Training:

All paramedics, if not previously trained, must be trained in acquiring and interpreting 12-Lead ECGs for ST elevation and subsequent transport to a designed cardiac receiving center.

D. Trauma Training:

1. All paramedics shall be certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by the EMS Agency Medical Director and adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

E. Pediatric Education:

1. All paramedics shall be certified in one of the following pediatric training programs:
 - a. Pediatric Education for Prehospital Personnel (PEPP) Pediatric Advanced Life Support (PALS), or
 - b. Contractor shall document that each paramedic has satisfactorily completed comparable training approved by the EMS Agency Medical Director and adequate to ensure competency in the skills included in the PEPP/PALS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PEPP/PALS qualified paramedics performing services under this Agreement.

F. Bariatric Training:

Contractor's paramedics shall have specialized training for the safe movement and transport of morbidly obese patients.

10.7 EMT-Basic Training Requirements

A. Cardiopulmonary Resuscitation Certification:

1. All EMT-Basics shall be certified in cardiopulmonary resuscitation ("CPR") and have a current course completion card in CPR for the Professional Rescuer, issued by the American Heart Association, or the Contractor shall document that each EMT-Basic has satisfactorily completed comparable training approved by the EMS Agency Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.

2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified EMT-Basics performing services under this Agreement.

B. Bariatric Training:

Contractor's EMT-Basics shall have specialized training for the safe movement and transport of morbidly obese patients.

10.8 Company Orientation

- A. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be approved by the EMS Agency and include at a minimum:
 1. Provider agency policies and procedures;
 2. Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers;
 3. Ambulance and equipment utilization and maintenance;
 4. Continual orientation to customer service expectations;
 5. Performance improvement, and
 6. The billing and reimbursement process, and compliance.

10.9 EMS Orientation

- A. Contractor shall ensure that all field personnel, not previously employed in San Mateo County attend a company orientation to the San Mateo County EMS System which shall be approved by the EMS Agency.
- B. This orientation shall offer an overview of the San Mateo County EMS system, review of San Mateo County EMS Agency Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and Local Optional Scope practices.

10.10 Incident Management

- A. Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training.

1. Contractor shall train all ambulance personnel, supervisory personnel, and management personnel in the Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS), consistent with federal, state, and local doctrine. At this time, training standards include:
 - a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS- 800 and SEMS
 - b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS- 700, IS-800, and SEMS
 - c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS

10.11 Multi-Casualty Response

- A. Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the EMS Agency Multi-Casualty Incident Plan including training in the ReddiNet system and prepare them to function in the medical/health portion of the Incident Command System.
- B. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

10.12 Stress Management and Employee Resilience

- A. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
- B. Contractor's programs and any changes made to the programs shall be approved by the EMS Agency Director.

10.13 Behavior Management Training

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on-going basis.

10.14 Driver Training

- A. Contractor shall provide emergency vehicle operator's course (EVOC) training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.
- B. Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation for ambulance and field supervisory personnel.

10.15 Communicable Disease and Infection Control

- A. Contractor shall have an EMS Agency approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- B. The Contractor shall maintain and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

10.16 Additional Qualifications and Training

- A. Contractor may offer and/or require additional personnel qualifications and training beyond the EMS Agency requirements.
- B. The County may add or delete requirements during the term of this Agreement as educational requirements change.

10.17 Workforce Wellness Program

Contractor will have an employee wellness programs to include activities such as company-sponsored exercise, weight-loss, educational seminars, tobacco-cessation programs, and health screenings that are designed to help employees eat better, lose weight, and improve their overall physical health.

10.18 Health and Safety

- A. Contractor shall have an EMS Agency approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.

- B. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- C. The Health and Safety program shall include, at a minimum:
 - 1. Pre-screening of potential employees (including drug testing);
 - 2. Initial and on-going driver training;
 - 3. Lifting technique training;
 - 4. Hazard reduction training;
 - 5. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues;
 - 6. Involvement of employees in planning and executing its safety program; and
 - 7. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.
- D. Contractor's health, safety and risk mitigation process will include, at a minimum:
 - 1. Gathering data on all incidents that occur among the Contractor's workforce;
 - 2. Analyzing the data to find causative factors and determine preventive measures;
 - 3. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
 - 4. Gathering health and safety information as required by law;
 - 5. Implementing training and corrective action on health and safety related incidents, as required by law;
 - 6. Providing initial and on-going training on safe practices and interventions; and
 - 7. Providing safe equipment and vehicles.
- E. Contractor shall provide adequate Personal Protective Equipment ("PPE") to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not

limited to; rescue operations and motor vehicle collisions. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by the EMS Agency.

- F. Personal Protective Equipment shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:
 - 1. Head (i.e. safety helmet);
 - 2. Eyes (i.e. safety helmet face shield or goggles);
 - 3. Ear protection;
 - 4. Skin (i.e. jacket and gloves); and
 - 5. Respiratory protection (i.e. face masks and N95 masks).

10.19 Evolving OSHA and Other Regulatory Requirements

- A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.
- B. Contractor shall make health screening and all currently recommended immunizations available to its high-risk personnel at no cost.

10.20 Support of Local EMS Training Activities

- A. The County EMS system is composed of multiple individuals and agencies. The EMS Agency expects the Contractor to collaborate and work with these system stakeholders in improving service, clinical care, and system performance. The most important stakeholder groups include the physicians, nurses, paramedics, EMT-Basics, and fire service personnel.
- B. In an effort to continually bring new caregivers into the EMS system, Contractor shall:
 - 1. Offer educational opportunities for EMT-Basic students to participate in ride-alongs on Contractor's ambulances. Preference should be given to local EMT training

programs. Participating programs will be required to execute a ride-along agreement with Contractor;

2. Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in San Mateo County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program;
3. Beginning in Spring 2020 host an annual San Mateo County EMS Symposium in collaboration with other system partners. Contractor will sponsor, at least annually, education events collaboratively with the entire EMS multidisciplinary team including emergency department physicians, nurses, dispatchers, fire service and ambulance paramedics and EMT-Basics; and
4. Sponsor two (2) meetings of the Bay Area Paramedic Journal Club annually.

10.21 Participation in EMS System Development

The EMS Agency anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The EMS Agency requires that its contractor(s) actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.

10.22 Community Education

- A. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with the EMS Agency, other public safety and EMS-related groups.
- B. Contractor shall:
 1. Annually plan and implement definitive community education programs, including:
 - a. Support pilot program educating medical clinics and Skilled Nursing Facilities ("SNF") on accessing and efficient use of 9-1-1, and collaborate with stakeholders for possible facility expansion;
 - b. Chest Pain Awareness, Hands-Only CPR, and Stop the Bleed initiatives;
 - c. Stroke Awareness;

- d. Every 15 Minutes/DUI Awareness;
 - e. Fall Prevention Coalition of San Mateo County;
 - f. Police Activities League CPR and First Aid training; and
 - g. National Night Out neighborhood awareness.
2. Collaborate with the EMS Agency and invite JPA and PSC to participate in offering free of charge education to a minimum of five (5) skilled nursing facilities and large medical clinics on effective access and efficient utilization of the 9-1-1 system on an annual basis. This program will build relationships that influence the public's perception of the EMS system within these care communities and provide training to facility staff on:
- a. San Mateo County's EMS response;
 - b. How to be prepared when calling 9-1-1;
 - c. Requests for EMS with Physician Ordered Life Sustaining Treatment ("POLST") in place; and
 - d. What EMS responders will need when they arrive.
3. Deliver training on chest pain awareness, hands-only CPR, and Stop the Bleed on an annual basis to a minimum of 2,000 community members in partnership with JPA fire partners.
4. Provide planning support for the annual National Stroke Alert Day distribution of community education FAST handout cards, funding support for the FAST cards, and staff to assist in the distribution of the educational cards at local Cal Train stations. In collaboration with the Pacific Stroke Association, AMR will hand out a minimum of 5,000 cards on an annual basis.
5. Partner with the California Highway Patrol ("CHP") Every 15-Minutes and other DUI reduction programs and provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.23 Environmentally Friendly Business Practices

It is the intent of the specifications, terms, and conditions within this Agreement to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products.

10.24 Recycling

- A. San Mateo County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.
- B. Some examples of environmentally friendly practices include:
 - 1. Backhauling product packaging to the supplier for reuse or recycling;
 - 2. Shipping in bulk or reduced packaging;
 - 3. Using soy bean-based inks for packaging printing; and
 - 4. Using recycled product packaging or using recyclable or reusable packaging material the County encourages all Contractors for goods and services to adhere to these principles where practical.

10.25 Conformity with Laws and Safety

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

10.26 Equal Employment Opportunity Practices Provisions

- A. Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- B. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard

to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- C. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- D. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Contractor shall recruit vigorously and encourage minority - and women- owned businesses to bid its sub-contracts.
- F. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- G. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its sub-contracts.

10.27 Drug Free Workplace

Contractor shall maintain a drug-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

10.28 Time of Essence

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.29 Accidents

- A. If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of a San Mateo County EMS Unusual Occurrence Report (as per EMS Agency Policy), Contractor shall immediately notify the County by contacting PSC and speaking with the EMS Agency Duty Officer on call.

- B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant the County the opportunity to review and inspect such evidence, including the scene of the accident.

10.30 Worker's Compensation

Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

SECTION 11: FISCAL REQUIREMENTS

11.1 Pricing, Billing, and Collections

- A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.
- B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 3. Contractor shall not discount its rates less than the rates set forth in Exhibit 3, except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy or County ACE Program criteria).
- C. Contractor shall submit any requested revisions to this list of charges to the EMS Agency Director for approval prior to instituting any new charges. Such approval shall be in the sole discretion of the EMS Agency Director. Approval, however, shall not be unreasonably withheld.
- D. Contractor shall not receive a subsidy from the County for the performance of any services described within this Agreement. Nothing herein shall prohibit the County from entering into a separate agreement(s) with Contractor.

11.2 Clinical and Technology Fund

The County has created a Clinical Care and EMS Technology Upgrade Fund. Contractor is required to charge a fee of and contribute \$1.50 per transport mile, adjusted by the actual annual marginal collection rate, to the fund. Expenditures from the Fund shall be recommended by the EMS Agency Medical Director, approved by the EMCC, and authorized by the EMS Agency Director for the purposes of upgrading patient clinical care and/or EMS technology. Contractor shall contribute to the Fund annually within forty-five (45) calendar days following the County fiscal year end June 30th (first payment due by August 15 , 2020).

11.3 Dedicated Standby

Contractor may charge a reasonable fee to the responsible party(-ies) for a dedicated ALS standby ambulance at an event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

11.4 Medicare and Medi-Cal

Contractor will accept assignment from Medicare and Medi-Cal for patients meeting the medical necessity requirement.

11.5 Rate Adjustments

- A. The County's intent for this Agreement is to provide a business model that will provide high quality, stable, long-term, efficient and cost-effective emergency and advanced life support ("ALS") ambulance services including 9-1-1 emergency response and 7-digit emergency response within the County.

- B. User Fees identified in Exhibit 3 may be increased annually to adjust for inflation. No later than forty-five days prior to each adjustment date, the Contractor may request the EMS Agency Director consider approval of a User Fee adjustment.

- C. In order to ensure a fair and appropriate cost to residents and visitors to the County the EMS Agency Director will have the final authority to set the CPI rate adjustment, which shall not be unreasonably denied. The EMS Agency Director's decision will be made in consultation with County fiscal personnel and informed by documentation submitted by the provider to substantiate the need for a rate increase. Such documentation may include but is not limited to audited financial statements, collection rate and payor mix. Notwithstanding anything in this section, a rate increase request greater than ten percent (10%) will require Board of Supervisor approval.
 - 1. The formula utilized by Contractor in proposing a requested User Fee increase shall be based on the Consumer Price Index All Urban Consumers San Francisco-Oakland-San Jose" ("Bay Area CPI") index and the percentage of the average of the Contractor's collection rates in the most recent four (4) quarterly financial reports. The requested percentage increase to adjust for inflation shall be calculated using the following indices: Bay Area CPI divided by the average collection rate described above equals "Net" CPI adjustment.
 - a. Example: If the Bay Area CPI inflation rate increases 2%, and Contractor's average collection rate is 50%, the Net CPI inflation rate adjustment shall equal 4%.

- D. In the event that changes occur within the County that substantially impact the Contractor's ability to provide services, such that CPI-based rate adjustments do not compensate for the increased cost of operating the 911 ambulance service, the Contractor may request an additional User Fee increase, which shall be subject to approval by the San Mateo County Board of Supervisors.

- E. The EMS Agency reserves the right, in its sole discretion, to conduct an audit whenever the Contractor requests a fee increase in excess of ten percent (10%). The purpose of the audit is to conclude whether the Contractor is complying with the financial and operational terms and conditions of the contract. The EMS Agency will hire the auditor and the cost of the audit will be paid by the Contractor. The auditor will identify key agreement terms and conditions, and review the related

documentation (e.g., invoices, agreement amendments, regulatory requirements, accounting records, financial reports, correspondence). The audit report will provide findings, conclusions and recommendations related to the Contractor's compliance. Failure of the Contractor to comply fully with the audit shall result in denial of the requested User Fee increase.

11.6 Billing and Collection Services

- A. Contractor shall contract for or self-operate a billing and accounts receivable system that is well-documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible.

- A. Contractor shall be responsible for humane billing and collection practices. Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

- B. Contractor's billing and collection practices shall not be burdensome or oppressive and will be in accordance with all State and Federal laws and regulations.

- C. Contractor's accounts receivable management system will be capable of timely response (within two [2] business days) to patient and third- party payor inquiries regarding submission of insurance claims, dates, and types of payments made, itemized charges and other inquiries.

- D. There will be staff available at the Contractor's local headquarters to provide an initial response to questions regarding patient bills. Contractor will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.

- E. Direct patient billing statements will be itemized so that all charges are clearly explained. Each charge to the patient shall be listed separately. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or paper.

- F. Contractor shall not engage in collections at the time of service including but not limited to at scene, en-route, or upon delivery of the patient unless approved by County and in accordance with policies and procedures approved by County.

- G. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.

- H. If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.7 Financial Hardship Policy and County Programs

- A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. The policy shall extend discounts to patients who are at or below 250% of the Federal Poverty Level standards, ineligibility for Medi-Cal/Medicaid or other third-party coverage, as well as extenuating circumstances.
- B. For patients who are members of County's ACE Program, Contractor will fully discount their 9-1-1 emergency transport bill when it is presented with evidence that the patient is an ACE program member.
- C. For patients in custody at the San Mateo County jail, Contractor shall not bill the County or patient.
- D. Contractor shall annually submit the results of a customer satisfaction survey administered by an external provider as approved by the EMS Agency to the EMS Agency Director.

11.8 Accounting and Payments to County

- A. Invoicing and Payment for Service:
EMS Agency shall render its invoice for any fees or liquidated damages to the Contractor within 30 business days of the EMS Agency's receipt of the Contractor's monthly performance reports. The Contractor shall pay the EMS Agency on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts shall be resolved in this thirty-day period. If they have not been resolved to the EMS Agency's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. Failure of Contractor to pay liquidated damages to the EMS Agency as specified within the timeline identified herein shall constitute material breach of this Agreement.
- B. Payments to County:
 - 1. All below listed payments to County by Contractor shall be due on the last day of each month beginning July 1, 2019. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received by the last day of the next month. County warrants that the amounts payable are substantially less than its actual costs of providing such services.

2. County may increase the fees listed in this section annually beginning July 1, 2020, however, such increases may not exceed the Consumer Price Index All Urban Consumers San Francisco-Oakland-San Jose" ("Bay Area CPI") increases for the previous year.

	Annual Fees	Avg. Monthly
Dispatch Fees	\$1,038,734.00	\$86,561.00
CAD Maintenance Fees	\$60,000.00 – 100,000.00	\$5,000.00 – 8,333.33
Radio System Maintenance Fees	\$131,144.42	\$10,928.70
EMS AGENCY Oversight & Monitoring Fees	\$941,130.00	\$78,427.50
Pager Fees	\$24,000.00	\$2,000.00
JPA First Responder Fees	\$4,815,508	\$401,292.33

3. Dispatch Services and Pagers:
 - a. Contractor shall pay County for County’s cost of emergency medical dispatch utilized by Contractor in the amount of \$1,038,734.00 paid in twelve (12) equal monthly installments and shall increase annually based on the Consumer Price Index (“CPI”). Payments for dispatch services shall include the dispatching of ambulances, administration, and supervision.
 - b. Contractor shall compensate PSC for CAD system maintenance at an approximate annual cost of \$60,000.00 – \$100,000.00. The final estimated annual cost will be determined during final CAD contract negotiations and will be a prorated share based on all PSC CAD customers.
 - c. Contractor shall pay PSC for actual costs for maintenance of pagers utilized by Contractor which is currently \$24,000.00 per year paid in twelve (12) equal monthly installments. If future technology provides for other means of redundant communication and notification, Contractor may meet and confer with PSC regarding this cost.
4. Radio System Maintenance:

Contractor will pay County for actual costs for maintenance of EMS radio system utilized by Contractor which is \$131,144.42 per year paid in twelve (12) equal monthly installments.

5. Oversight and Monitoring:

Contractor shall pay the EMS Agency for EMS regulatory oversight and monitoring services rendered by the EMS Agency in the amount of \$941,130.00 per year paid in twelve (12) equal monthly installments.

6. Contractor Payments to County for JPA First Responder Services:

Contractor shall remit to County \$4,815,508 annually in twelve (12) equal monthly installments) for payment to the JPA for the provision of first responder services. County shall disburse funds to the JPA in accordance with the Operating Agreement between the JPA and Contractor and consistent with the Designating Agreement between the County and the JPA. The Contractor has received extended response times for the use of the JPA first responder services.

7. Clinical and Technology Upgrade Fund:

The County shall create a Clinical Care and EMS Technology Upgrade Fund. This Fund shall be used only for the purposes of upgrading patient clinical care and/or EMS technology. Contractor shall contribute to the Fund annually within forty-five (45) calendar days following the County fiscal year end June 30th (first payment due by August 15 , 2020). The source of funding will be a \$1.50 per mile charge to patients. The actual amount Contractor shall pay into the Fund will depend upon the Contractor's actual annual marginal collection rate.

8. Contractor shall pay all Liquidated Damages and/or other financial penalties to the EMS Agency pursuant to the terms of this Agreement.

11.10 Taxes

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

SECTION 12: GENERAL AGREEMENT REQUIREMENTS

12.1 Training Documentation Retention

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMT-Basics performing services under this Agreement.

12.2 Audits and Inspections

- A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.
- B. With reasonable notification and during normal business hours, County, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to the EMS Agency at the EMS Agency office or other mutually agreeable location. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts.
- C. Contractor shall make available a Year-end Financial Report to the EMS Agency Director for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the EMS Agency Director on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Mateo County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Mateo County contract services available to the EMS Agency to audit as requested.
- D. Contractor may be required by EMS Agency to provide EMS Agency with periodic report(s) in the format approved by the EMS Agency Director to demonstrate billing compliance with approved/specified rates.

12.3 Annual Performance Evaluation

- A. The County will evaluate the performance of the ambulance provider annually through the Emergency Medical Care Committee (EMCC) or a committee designated by the EMS Agency Director. Contractor shall produce an annual performance report as required by the EMS Agency Director, which at a minimum, shall include the following in the performance evaluation:
1. Documentation of Contractor's overall compliance with the terms and conditions of this Agreement;
 2. Objective documentation of Contractor's compliance with Response Time Standards;
 3. Objective documentation of effectiveness of Contractor's quality management program in assuring the consistent delivery of high-quality clinical care;
 4. Objective and auditable documentation of Contractor's financial performance and stability;
 5. Documentation of actions of Contractor's personnel in collaborating with the EMS Agency and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County;
 6. Objective and subjective documentation of satisfaction of Contractor's customers; and
 7. Objective documentation of community engagement by Contractor, including education and prevention activities.

12.4 Continuous Service Delivery

- A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with the County to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, regardless of the nature or causes underlying such breach.
- B. Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5 Material Breach and Provisions for Termination of This Agreement

- A. County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such material breach within seven (7) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.

- B. County reserves the right to immediately terminate or cancel this Agreement if in the determination of the EMS Agency Director continued service by Contractor poses an immediate threat to public health and safety.

12.6 Definitions of Breach

- A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:
 - 1. Willful failure of Contractor to operate the emergency and advanced life support ("ALS") ambulance services including 9-1-1 emergency response and 7-digit emergency response system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated breaches shall constitute a material breach;

 - 2. Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;

 - 3. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;

 - 4. Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;

 - 5. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Bidders during a subsequent proposal cycle;

 - 6. Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;

7. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
8. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
9. Repeated failure of Contractor to meet Response Time requirements after receiving notice of non-compliance from the EMS Agency Director;
10. Repeated failure of Contractor to pay liquidated damages to the EMS Agency on or before the 30th day after receipt of the invoice;
11. Failure to employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of the EMS Agency Director and/or EMS Agency Medical Director at any time during the course of this Agreement term;
12. Failure of Contractor to provide and maintain the required insurance as described in Exhibit 5;
13. Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, Response Time data, or financial data, within the time periods specified;
14. Any failure of performance, clinical or other, which is determined by the EMS Agency Director and confirmed by the EMS Agency Medical Director to constitute an endangerment to public health and safety; or
15. Failure of Contractor to comply with the vehicle lease provisions, if applicable.

12.7 County's Remedies

A. Termination:

If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement.

B. Emergency Takeover

1. The County shall have the right to pursue Contractor for damages and the right of Emergency Takeover including, but not limited to as set forth in Sections 12.8, 12.9, 12.10 and/or 12.11 of this Agreement.

2. All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

12.8 Provisions for Curing Material Breach

A. Specifications:

1. In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, which breach represents a threat to public health and safety, such action shall constitute a material breach of this Agreement. In the event of a material breach, County shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.
2. Except where the EMS Agency Director determines that the breach presents an immediate threat to public health and safety requiring an immediate termination of this Agreement, Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within twenty-four (24) hours of receipt of such material breach notice, Contractor shall deliver to EMS Agency, in writing, a plan of action to cure such material breach. If, within the EMS Agency's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to the EMS Agency in a timely manner, EMS Agency may take over Contractor's operations. Contractor shall cooperate completely and immediately with EMS Agency to affect a prompt and orderly transfer of all responsibilities to EMS Agency .
3. Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a material breach has occurred, shall be initiated, and shall take place only after the Emergency Takeover has been completed.
4. Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe takeover of operations, shall itself constitute a breach of this

Agreement, even if it was later determined that the original declaration of material breach by the County was made in error.

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

12.9 No Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

12.10 Termination

A. Written Notice:

This Agreement may be canceled immediately by written mutual agreement of the Contractor and the County.

B. Failure to Perform:

If Contractor fails to cure a material breach under the terms of Section 12.8 or the County invokes an Emergency Takeover in accordance with Section 12.11 of this Agreement, County, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, EMS Agency may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid Contractor a fee for services within San Mateo County, without prejudice to County's rights otherwise to recover its damages. The EMS Agency and Contractor may meet and confer regarding the County's assumption of sums due to Contractor.

12.11 Emergency Takeover

A. Specifications:

1. In the event the EMS Agency reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the EMS Agency Director's sole determination, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency,

the matter shall be presented to the Board of Supervisors. If the Board concurs that a breach has occurred, and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by EMS Agency of Contractor's ambulances and comfort stations. Such takeover shall be effected within not more than 72 hours after Board of Supervisors' action.

2. In the event of an Emergency Takeover, County may lease for a period of twelve (12) months any and all service vehicles used by the Contractor in the performance under the Agreement, including, but not limited to, fully equipped ambulances and Supervisor vehicles, for one dollar (\$1.00) per month per vehicle. County may also lease Contractors comfort stations for one dollar (\$1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by the EMS Agency to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by the EMS Agency in accordance with EMSA requirements.
3. Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.
4. Contractor shall deliver ambulances and comfort stations to the EMS Agency in mitigation of any damages to County resulting from Contractor's material breach. All funds recovered, and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous emergency and ALS ambulance services, including 9-1-1 emergency response and 7-digit emergency response. Examples of how funds will be used are: personnel salaries and benefits, equipment and supplies, building and vehicle lease payments, and insurance premiums.
5. The EMS Agency shall have the right to authorize the use of Contractor's vehicles, equipment and rest stations by another company or entity. Should County require a substitute Contractor to obtain insurance on equipment, vehicles or rest stations, or should County choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.
6. All of Contractor's vehicles and related equipment necessary for provision of emergency and ALS ambulance services, including 9-1-1 emergency response and 7-digit emergency response under this Agreement will be delivered to the EMS

Agency during an Emergency Takeover period. Contractor shall maintain and provide to the EMS Agency a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide emergency and ALS ambulance services, including 9-1-1 emergency response and 7-digit emergency response hereunder shall be reported to the EMS Agency within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of Emergency Takeover.

12.12 “Lame Duck” Provisions

A. Conditions:

1. Should this Agreement not be renewed or extended, or if the EMS Agency has indicated its intent to enter into a procurement process to seek a different emergency and ALS ambulance services, including 9-1-1 emergency response and 7-digit emergency response provider, Contractor agrees to continue to provide all services required in and under this Agreement until the County or a new entity approved by the EMS Agency assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an extended period of time, which could be a year or longer. To ensure continued performance fully consistent with the requirements in this Agreement through any such period, the following provisions shall apply:
 - a. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume;
 - b. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor’s service and operating costs to maximize or affect a gain during the final stages of this Agreement;
 - c. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed;

- d. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that supervisory personnel, EMT-Basics, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations;
- e. The EMS Agency recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. The EMS Agency shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the current service provider performance during this period; and
- f. Should the EMS Agency select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse employment-action, interference, or retaliation by the current service provider or County.

12.13 Federal Healthcare Program Compliance Provisions

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, emergency and ALS ambulance services, including 9-1-1 emergency response and 7-digit emergency response and those associated with employees.

12.14 Medicare Compliance Program Requirements

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

12.15 Health Insurance Portability and Accountability ACT (HIPAA)

- A. Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations will be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations. The three major components of HIPAA include:
1. Standards for Privacy and Individually Identifiable Health Information.
 2. Health Insurance Reform: Security Standards.
 3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

12.16 State and Local Regulations Compliance Provisions

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with County policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by state Medi-Cal and other state and federally funded programs.

12.17 Permits and Licenses

- A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.
- B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.
- C. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.
- D. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

12.18 Compliance with Laws and Regulations

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

12.19 Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement or allocation of overhead and that is not inconsistent with the terms of this Agreement. In the event Contractor does private work outside of this Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding this Agreement shall clearly identify the relation and percentage shared.

12.20 Retention of Records

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

12.21 Product Endorsement/Advertising

Contractor shall not use the name of San Mateo County or San Mateo County EMS for the endorsement of any commercial products or services without the prior express written permission of the EMS Agency Director.

12.22 Observation and Inspections

- A. An EMS Agency representative may ride along on any of Contractor's ambulances or Supervisor Vehicles at any time to observe Contractor's staff to ensure they conduct themselves in a professional and courteous manner, are following EMS Agency policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.
- B. An EMS Agency representative may inspect any of Contractor's ambulances or Supervisor Vehicles at any time to ensure they meet the requirements of this Agreement.

- C. At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment contracts, and other documentation for County to fulfill its oversight role.
- D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to CAD, AVL, mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at the EMS Agency . Contractor shall also ensure remote access to same for authorized personnel as specified by the EMS Agency Director at Contractor's cost.

12.23 Omnibus Provision

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

12.24 Rights and Remedies Not Waived

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the County, except as specified herein. The acceptance of work under this Agreement shall not be held to prevent maintenance of an action for failure to perform work in accordance with this Agreement.

12.25 Consent to Jurisdiction

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

12.26 End-Term Provisions

Contractor shall have ninety (90) days after termination of this Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.27 Cost of Enforcement

If County or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work under this Agreement, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the prevailing party following a final decision or exhaustion of all appeals.

12.28 Independent Contractor

- A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
- B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.
- C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

- D. Contractor does, by this Agreement, agree to perform her/his said work and functions at all times in strict accordance with currently approved methods and practices in her/his field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.
- E. Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

12.29 Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify San Mateo County, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

12.30 Insurance

Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 5 and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit 5 shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.31 Conflicts of Interest; Confidentiality

Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

12.32 Headings

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

12.33 Debarment and Suspension Certification

- A. Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to, 29 CFR 97.35, 45 CFR 75.213 and Executive Order 12549. By signing this Agreement Contractor certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; and
 2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

12.34 Ownership of Documents

- A. Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.
- B. Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

- C. Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in this Agreement have been fully performed or paid for.
- D. In Contractor’s contracts with sub-contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.
- E. Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in this Agreement, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

12.35 Modification and Amendment

The terms of this Agreement may be modified by mutual consent of the EMS Agency and the Contractor in writing. Acceptable modifications include changes to improve the efficiency of the EMS System, to reduce costs, or to improve clinical care. This includes but may not be limited to: 1. modifying rates of patient charges; 2. waiving, increasing or reducing liquidated damages; 3. modifying Response Time Standards and/or response patterns; or 4. implementing case management, alternative destination, non-ambulance transport programs and/or assess, treat, and refer programs as they evolve in San Mateo County and/or California based on emerging clinical evidence or science. If an agreed-to modification requires approval by EMS Authority, Contractor agrees to assist in obtaining that approval, if requested by the EMS Agency Director. All changes to the Agreement shall be approved by the EMS Agency Director following standard contract amendment procedures.

12.36 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability

of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **AMERICAN MEDICAL RESPONSE WEST**

DocuSigned by:
Edward Van Horne
77464D9777CA4F2

5/7/2019

Edward B. Van Horne, President & CEO

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

Carole Groom

President, Board of Supervisors, San Mateo County

Resolution No. 076585

Date: 5/14/19

ATTEST:

Phil Allegro

By:

Clerk of Said Board

SECTION 13: EXHIBITS

EXHIBIT 1: Definitions and Terms

ACE – A program in San Mateo County to cover medically necessary health services for adults only. Adults age 19 through 64 who are not eligible for Medi-Cal and Medicare programs, live in San Mateo County, and have low to middle income, may be eligible for the County's Access and Care for Everyone ("ACE") Program.

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Agreement - The agreement between San Mateo County and Contractor awarded pursuant to the Emergency Ambulance Services with ALS Ambulance Transport Request for Proposal solicitation.

ALS Unit – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT-Basic and one paramedic.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

At Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate.

Automated External Defibrillation (AED) – A procedure to delivery electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

AVL – Automatic vehicle locator.

Bariatric Ambulance - A bariatric ambulance is an ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that can carry very large patients.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

BLS Unit – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

California Division of Occupational Safety and Health Agency (CAL/OSHA) – State agency that protects and improves the health and safety of working men and women in California.

Call Prioritization – A process in which requests for service are prioritized based on predefined and audited criteria.

Cardio-Pulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

Code 2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with County policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code 3 Call – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with County policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) – A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Continuity of Operations Plan – Continuity of Operations Plan (COOP) is part of a principle called continuity of operations that helps to ensure trouble-free operations through unanticipated events.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contractor - The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently-agreed upon terms.

County Systems - The information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County - San Mateo County

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Medical Care Committee (EMCC) - Health & Safety Code 1797.274 and 1797.276, establishes an EMCC with membership prescribed and appointed by the County Board of Supervisors. The EMCC acts as an advisory body to its Board of Supervisors and EMS AGENCY on all matters relating to the delivery of emergency medical services.

Emergency Medical Dispatch (EMD) – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structured telephone protocols and

dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service. EMD includes but is not limited to personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

EMS Agency – San Mateo County Emergency Medical Services Agency.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT-Basic) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

En-Route Time (Out of Chute) – The elapsed time from unit alert to unit en-route. For emergency requests, an out- of-chute standard of 60 seconds maximum is not uncommon.

Executive Steering Council - The Executive Steering Council (ESC) is a committee representing the leadership of the JPA, Ambulance 9-1-1 Contractor, and the EMS Agency.

Fire First Responder – ALS Fire departments in the San Mateo County JPA.

First Responder – An agency with equipment and staff (e.g., fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Fractile Basis – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile Response Time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – Legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

In Custody - Accompanied in person or via escort by a County Sheriff during a transport originating at a San Mateo County jail.

JPA - A joint powers authority, the San Mateo Prehospital Emergency Services Medical Group (JPA), was formed in 1997. The JPA includes City of Brisbane, City of Burlingame, City of Daly City, City of Foster City, Town of Hillsborough, City of Millbrae, City of Pacifica, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, City of South San Francisco, Belmont Fire Protection District, Coastside Fire Protection District, Colma Fire Protection District, County of San Mateo, Menlo Park Fire Protection District, and Woodside Fire Protection District. With the exception of Mutual Aid the City of South San Francisco does not accept any services under this Agreement.

Key Employee - Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a contract.

LEAN – A process based on the core idea of maximizing value while minimizing waste. Simply, lean means creating more value with fewer resources through efficient processes.

LEMSA – Local EMS Agency. The agency, department, or office having primary responsibility for administration of emergency medical services in a county and which is designated under Health & Safety Code Sections 1797.200 et seq. Local EMS Agency; see San Mateo County EMS Agency.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC – Mobile data computer

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director – shall mean the San Mateo County EMS Agency Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance – shall refer to: 1. responses into the San Mateo County EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2. responses by the Contractor to service areas outside the San Mateo County EOA for the purpose of assisting the ground transport provider in that service area.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician, and whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in San Mateo County shall be one (1) paramedic and one (1) EMT-Basic.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a “post” may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PSC – San Mateo County Public Safety Communications Dispatch Center (PSC) dispatches the emergency ambulances in accordance with provider’s deployment or system status plan.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect

Public Access Defibrillation (PAD) – A program that place automatic external defibrillators throughout communities.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

ReddiNet - An emergency medical communications system designed to capture the essentials of data management for high performing emergency response. ReddiNet incorporates versatile, established satellite technology to exchange real-time information among hospitals, Emergency Medical Services (EMS) and Public Health agencies, fire, ambulance, clinics, long-term care facilities and law enforcement.

Response Time Exception – A variance from Response Time standards which when approved by the EMS Agency is deemed a compliant call at the Response Time Standard and shall be included in Response Time compliance calculations.

Response Time Exemption – A late or specified other response which when approved by the EMS Agency shall be excluded from Response Time compliance calculations and financial penalties.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Response Time Compliance Zone - There are five (5) Response Time Compliance Zones in the EOA. These zones may contain a mix of urban/suburban, rural and remote/wilderness Response Time Areas.

Santa Mateo County EMS Agency – The local EMS Agency (EMS AGENCY) empowered by the Santa Mateo County Board of Supervisors to contract for ambulance service that will provide coverage within the EOA.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards

for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

Workload – measure of work performed by on-duty units during any given period of time.

EXHIBIT 2: Map Showing North San Mateo County with City of South San Francisco

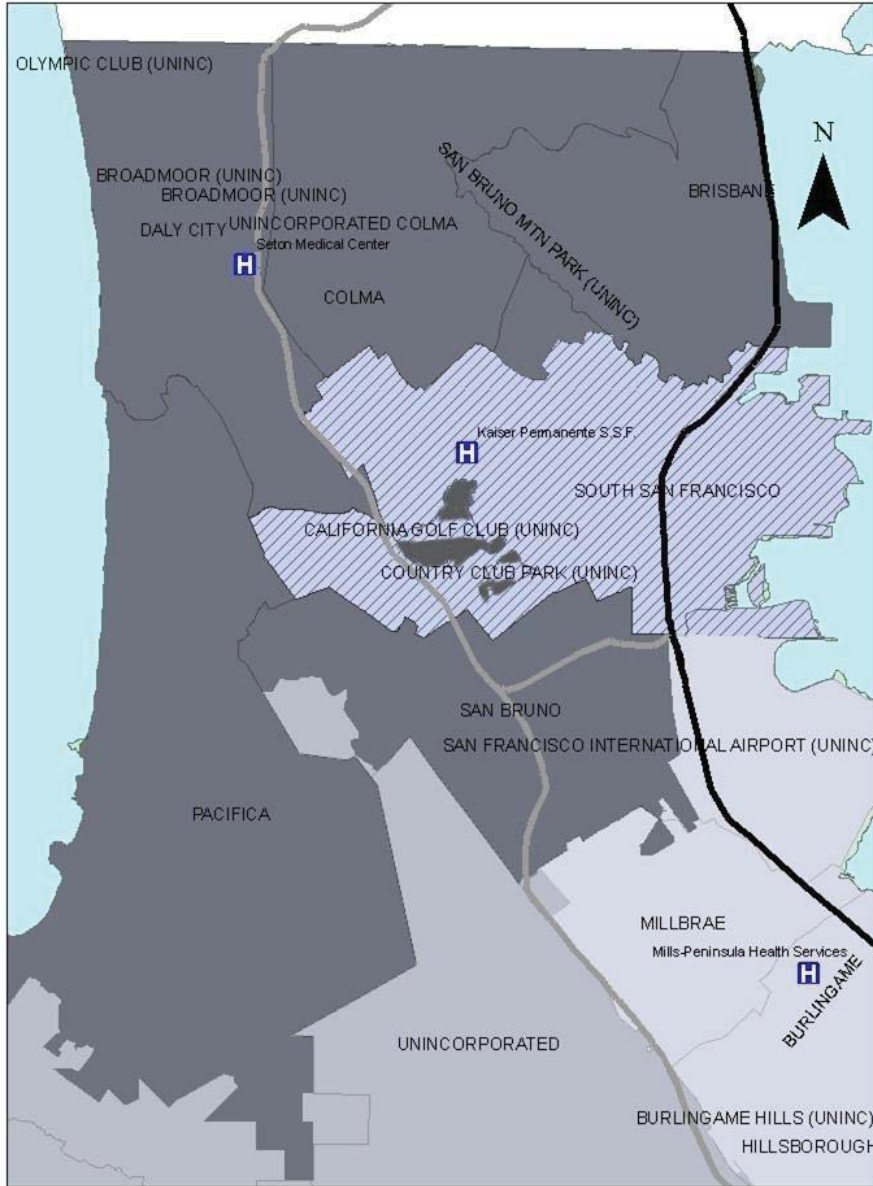


EXHIBIT 3: Contractor's User Fees

Contractor shall be entitled to charge patient for the services rendered according to the patient fee schedule below:

Contractor's User Fees – 9-1-1 System	Effective 7/1/2019
Base Rate	\$2,431.24
Night Charge	\$234.76
Oxygen	\$234.76
Mileage	\$60.68/mile
12 Lead Cardiac Monitor	\$ 241.96
Glucometer Supplies	\$ 61.58
IV Intravenous Supplies	\$ 91.06
ECG Electrodes	\$ 65.77
Universal Precautions	\$ 121.47
Clinical Care EMS Technology Fee	\$ 1.50/mile
Treat, Non-transport rate	\$00.00

EXHIBIT 4: San Mateo County Response Zone Map

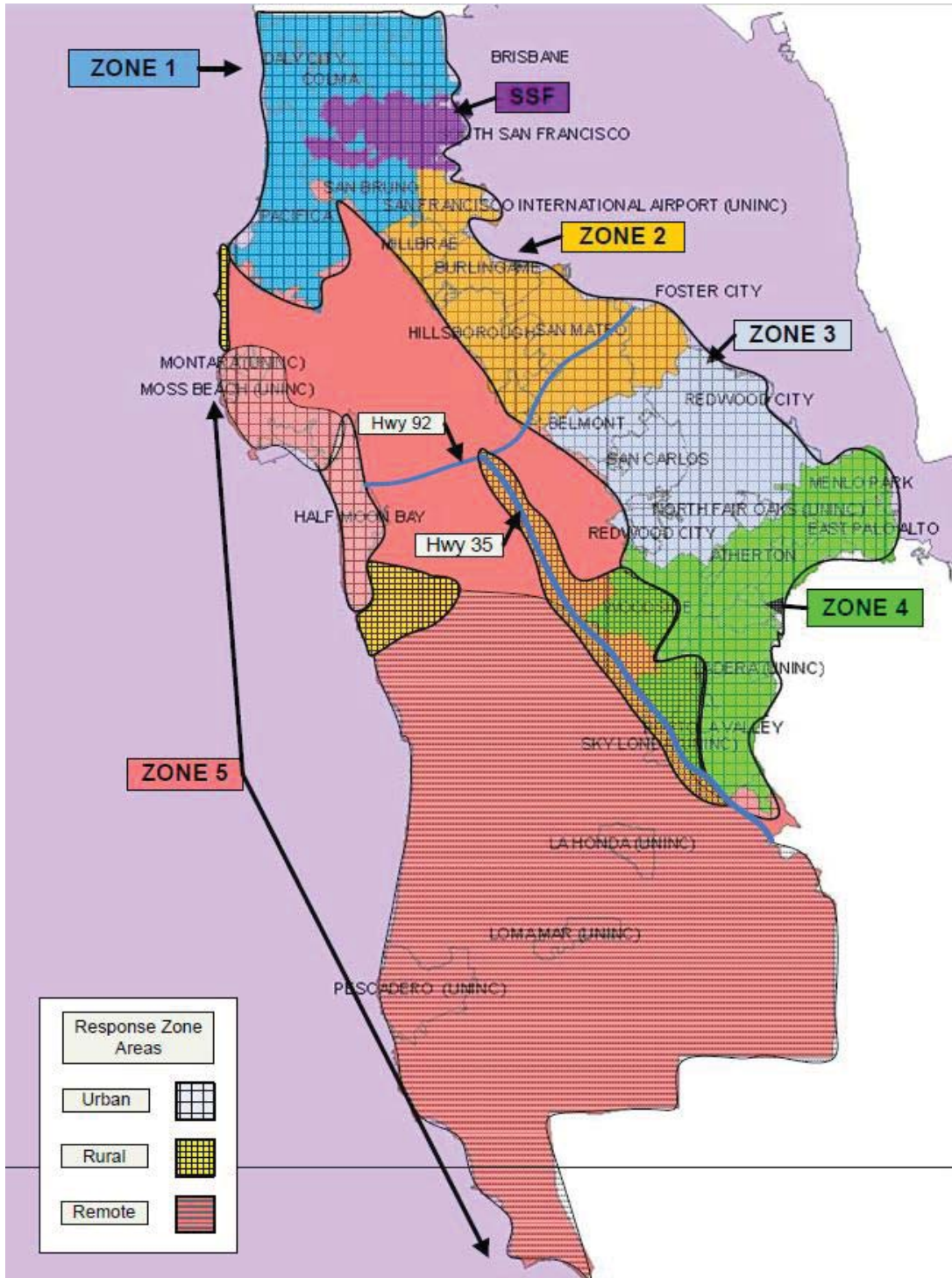


EXHIBIT 5: Minimum Insurance Requirements

Provide evidence of insurance for each of the checked categories:

<input type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$5,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input type="checkbox"/>	Automobile Liability	\$10,000,000 – Aggregate \$5,000,000 Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
<input type="checkbox"/>	Workers' Compensation	As required by the State of California
<input type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$5,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
<input type="checkbox"/>	Pollution Liability	\$ - Per Occurrence
<input type="checkbox"/>	Pollution Liability (Aggregate)	\$

EXHIBIT 6: Response Time Standards

Urban/Suburban – Response to 90 percent of calls each month shall be compliant		
	Emergency Ambulance	ALS First Responder
Code 3	12:59 minutes	6:59 minutes
Code 2	22:59 minutes	14:59 minutes
Rural – Response to 90 percent of calls each month shall be compliant		
	Emergency Ambulance	ALS First Responder
Code 3	19:59 minutes	11:59 minutes
Code 2	59:59 minutes	24:59 minutes
Remote – Response to 90 percent of calls each month shall be compliant		
	Emergency Ambulance	ALS First Responder
Code 3	39:59 minutes	21:59 minutes
Code 2	59:59 minutes	29:59 minutes

EXHIBIT 7: Standby Lease Agreement

THIS STANDBY LEASE AGREEMENT ("Lease") is entered into as of July 1, 2019, between the County of San Mateo, ("Lessee" or "County"), and American Medical Response West ("Lessor" or "Contractor");

WHEREAS, Lessor and Lessee have entered into an Emergency Ambulance Services with Advanced Life Support Transport Agreement ("9-1-1 Agreement"), that permits the Lessee to take over the 9-1-1 system under certain conditions; and

WHEREAS, in the event of Lessee's takeover of the 9-1-1 system, Lessor desires to lease certain ambulances, certain items of equipment, and certain facilities (collectively "Equipment") specified on Leased Equipment Attachment hereto, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. Lease of Equipment. Lessee leases from Lessor the Equipment specified on Schedule "A." Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.
2. Conditions Precedent to Lease. The conditions precedent to this Lease being effective shall be: a) A declaration by Lessee that Lessor has committed a material breach under the 9-1-1 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the 9-1-1 Agreement; and d) Lessee delivers to Lessor a certificate from the County certifying that the County has elected to take over the 9-1-1 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.
3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the conditions precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.
4. Rent. Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 12.11 of the Emergency Ambulance Services with Advanced Life Support

Ambulance Transport Agreement, dated July 1, 2019. Any nonpayment of Rent or other amounts payable under this Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the higher rate of: a) Twelve percent (12%); or b) the maximum amount allowed by law.

5. Use. The Equipment will be used for operating the 9-1-1 system. Lessee shall not remove the Equipment from County without obtaining Lessor's prior written consent.
6. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.
7. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.
8. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.
9. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.
10. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.

11. Insurance. Lessee shall, at its sole expense, carry and maintain insurance against such risks for the Equipment. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence satisfactory to Lessor showing that such insurance coverage is, and will remain in effect, in accordance with Lessee's obligations under this Section. Lessor shall not, however, cancel any insurance Lessor carries for the Equipment without notification to Lessee of Lessor's intent to cancel ten (10) days prior to any cancellation. Lessor's failure to timely inform Lessee of its intent to cancel any insurance shall void Lessee's liability under paragraph 9 (Risk of Loss) if Lessee fails to timely obtain insurance under this section.
12. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due, all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment.
13. Limited Warranty. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material of the material or workmanship of the equipment.
14. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: a) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or b) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.
15. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:
 - a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or
 - b. By notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession

of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.

16. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the 9-1-1 Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.

17. Miscellaneous. This Lease (including the Leased Equipment Attachment hereto): a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; b) may be amended only by written instrument executed by both parties; c) may not be assigned by either party without the written consent of the other party; d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; e) shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein; f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and g) shall not be effective until executed by both parties.

The parties executing this Lease Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

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

County of San Mateo
Emergency Medical Services Agency

Nancy Lapolla,
By: MPH

Digitally signed by Nancy Lapolla, MPH
DN: cn=Nancy Lapolla, MPH, o=San Mateo
County Health, ou=Emergency Medical
Services, email=nlapolla@smcgov.org, c=US
Date: 2019.05.07 15:57:59 -0700'

Director, EMS Agency

Date: 5/7/2019

American Medical Response West

DocuSigned by:
By: Edward Van Horne

Edward B. Van Horne, President & CEO

Date: 5/7/2019

LEASED EQUIPMENT ATTACHMENT

The leased items shall include:

1. All ambulance stations including, but not limited to, comfort stations utilized by Contractor at the time breach is declared; and
2. All ambulances, bariatric ambulances, Supervisor vehicles, and support vehicles, not to total less than the maximum used at any point during the 9-1-1 Agreement prior to emergency take over and their associated medical equipment, medical supplies, and communication equipment, including but not limited to, information technology such as computers and mobile data gateways to perform emergency ambulance services as required by this Agreement; and
3. In addition, Contractor shall make available to the County its on-hand medical supply inventory located at its main headquarters (1510 Rollins Road, Burlingame, CA 94010).

EXHIBIT 8: Sample Compliance Report

[Month] [Year] Compliance Summary Report

Overall Compliance	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
	0.00%	0.00%	0.00%	0.00%	0.00%
Total responses	0	0	0	0	0
Exemptions requested	0	0	0	0	0
Exemptions approved	0	0	0	0	0
Adjusted total responses	0	0	0	0	0
Late responses	0	0	0	0	0
Unadjusted compliance	0	0	0	0	0
Time Corrections and Exceptions requested	0	0	0	0	0
Time Corrections and Exceptions approved	0	0	0	0	0
Adjusted late responses	0	0	0	0	0
<i>Adjusted compliance</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>

“Total responses” includes all responses within each individual Response Time Compliance Zone. Each response each month is measured against the applicable Response Time Area and Code standard. To illustrate, in Zone 5 there may be 100 responses that include: fifty (50) Code 3 Urban/Suburban calls measured at 12:59; thirty (30) Code 2 Urban/Suburban calls measured at 22:59; ten (10) Code 3 Rural calls measured at 19:59; five (5) Code 2 Rural calls measured at 59:59; and five (5) Code 3 Remote calls measured at 39:59. If Contractor met the Response Time Standard for 96 of these calls, Contractor would be compliant with the monthly liquidated damages Response Time Compliance Zone threshold of 90% for Zone 5 as Contractor attained 96%.

[Month] [Year] Liquidated Damages Summary Report
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Type	Damage Assessment	Quantity	Total
Monthly Compliance			
89 – 89.99%	\$1,000.00	0	\$0.00
88 – 88.99%	\$1,500.00	0	\$0.00
87 – 87.99%	\$2,500.00	0	\$0.00
86 – 86.99%	\$4,000.00	0	\$0.00
85 – 85.99%	\$6,000.00	0	\$0.00
Below 85%	\$8,000.00	0	\$0.00
Extended Responses			
Extended Response 10-15 minutes late	\$500.00	0	\$0.00
Extended Response > than 15 minutes late	\$750.00	0	\$0.00
Other			
Mechanical failure	\$500.00	0	\$0.00
Failure to report at scene	\$250.00	0	\$0.00
<i>Total Liquidated Damages</i>			<i>\$0.00</i>