

AGREEMENT WITH AMERICAN MEDICAL RESPONSE WEST  
A CALIFORNIA CORPORATION  
FOR COUNTYWIDE  
EMERGENCY AMBULANCE SERVICE

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 AMR, 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, pursuant to Health and Safety Code, Division 2.5, Section 1797.224, County may declare an exclusive operating area for emergency ambulance service zones and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

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

WHEREAS, County has included such an exclusive operating area within its current EMS plan; and

WHEREAS, County conducted a competitive process as required by Section

1797.224 of the Health and Safety Code; and

WHEREAS, County has determined that all requests for emergency ambulance service shall be met by paramedic equipped and staffed first response vehicles and paramedic equipped and staffed ambulances; and

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

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

WHEREAS, the San Mateo County Public Safety Communications Division (PSC) is capable of providing efficient continuous dispatching services for emergency medical services responders throughout the County of San Mateo; and

WHEREAS, on September 30, 2008 the Board of Supervisors authorized the Chief, San Mateo County Health System to enter into negotiations with Contractor for the provision of county-wide emergency ambulance service;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

1. Services to be Performed by Contractor

Contractor, under the general direction of the Chief, San Mateo County Health System shall provide countywide emergency ambulance services, except within the City of South San Francisco, as described in Schedule A, attached hereto and incorporated herein. In addition, Contractor is hereby granted the right to be the exclusive provider of emergency ambulance services, except within the City of South San Francisco, as described in Schedule 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. County shall have the right to review 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 conditions with the Operations Agreement and this Agreement, this Agreement shall prevail.

## 2. Obligations of County

County shall use its best efforts to protect Contractor's exclusive provider status through implementation of policy, and in accordance with its regulatory power, including, but not limited to instructing San Mateo County Public Safety Communications (PSC) to dispatch emergency ambulances within the Service Area to Contractor in accordance with the approved Emergency Medical Dispatch (EMD) Protocols.

## 3. 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 accredited as a paramedic and the second of whom shall be licensed and accredited at the level of EMT-Basic or higher. 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 Well Program criteria.

## 4. Payments

A. 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.

B. The Contractor shall make payments to County only as described in Schedule A. These payments are for dispatching services, radio communications system maintenance, clinical and non-clinical oversight, injury prevention program coordination, and for financial penalties imposed for failing to meet ambulance unit hour requirements or response time standards. Contractor shall be responsible for paying the above listed financial penalties regardless of whether such penalties were the result of Contractor's or any agent of Contractor's actions.

The funding set forth in this Agreement shall be used only for the County Services. The County warrants and represents that the payments made by Contractor to County shall be less than or equal to the County's actual costs to provide those County Services. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

C. The Contractor shall be entitled to charge patients for the services rendered according to the patient fee schedules included in Schedule A. Contractor shall not discount its rates less than the rates set forth in Schedule A (except where required by law, e.g. Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy or County Well Program criteria). 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 Well Program criteria. Contractor is entitled to increases in patient fee schedules on an annual basis on or after July 1, 2010, in amounts that will provide Contractor with increases in the patient fee schedule sufficient to adjust for inflation, using the "Consumer Price Index All Urban Consumers San Francisco-Oakland-San Jose" -("Bay Area CPI") cost index increases for the previous year, calculated using the formula hereinafter set forth. The user fees specified herein may be increased annually to adjust for inflation on the anniversary date of the agreement (July 1) using the Bay Area CPI. To ensure the adjustment is in place on July 1<sup>st</sup> of each year, the parties agree to use the Bay Area CPI index for the twelve month period ending April of each year. The Bay Area CPI index inflation rate shall be adjusted to compensate for the Contractor's collection rate by utilizing the average of the Contractor's collection rates, for services performed under this Agreement, identified in the most recent four (4) quarterly financial reports.

Formula: Bay Area CPI index divided by the average collection rate described above equals "Net" CPI adjustment. 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%.

Notwithstanding anything in this Section 4.C., the July 1, 2010 rate increase shall be the greater of either the percentage calculated using the formula set forth in this Section 4.C. or, a minimum increase of Net CPI of 3.25%. This minimum increase for the July 1, 2010 rate increase is to account for the sunset of the CMS Regional Relief on January 1, 2010.

In addition to the above fee increases, at the time that the County implements a decision to purchase a new Computer Aided Dispatch (CAD) system, Contractor shall be entitled to increase patient fees by its proportionate utilization share in the cost of the new CAD above and shall be added to the CPI index increase adjusted for Contractor's collection rate as cited in this section. Such percentage increase shall be determined by the Executive Steering Council once the specifications and estimated cost of the new CAD are available.

D. Extraordinary Rate Increase. The County may approve an extraordinary rate increase, requested by Contractor in writing, to the rates in Schedule A if determined to be reasonable for any of the following reasons:

1) The Contractor demonstrates actual or reasonably projected, substantial financial hardship as a result of factors beyond its reasonable control, provided that the County will have the right to review and/or audit any books, medical billing accounts, medical records, productivity reports or financial records of the Contractor as it deems necessary to verify such hardship; or

2) Changes in governmental third-party payor programs that result in significant reduction in revenues for services rendered.

Contractor will notify County of such proposed extraordinary rate increases 60 days prior to proposed implementation. County reserves the right to disapprove any rate increases that would result in extraordinary cost shifting. Any such disapproval shall be given prior to the expiration of the 60 day notice period.

#### 5. Relationships of Parties

It is expressly understood that this is an Agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by the Agreement.

#### 6. Hold Harmless

It is agreed that Contractor shall defend, save harmless, and indemnify County, its officers and employees, from any and all claims, which result from the negligent acts or omissions of the Contractor, its officers, agents, employees, and subcontractors, in the performance of this Agreement. The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

It is further agreed that County shall defend, save harmless, and indemnify the Contractor, its officers, and employees from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from negligent acts or omissions of County, its officers, and/or employees.

In the event of concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

#### 7. Privacy Compliance

During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information ("Protected Health Information" or "PHI," as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance

Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HIPAA Regulations”). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required.

For purposes of this section, “Protected Health Information” means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

Contractor agrees to indemnify, defend and hold harmless the County and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (collectively, “indemnified party,”) against all damages suffered by the indemnified party and all liability to third parties arising from any breach of this section by Contractor and subcontractors (if applicable).

## 8. Insurance

A) The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor’s coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) Worker’s Compensation and Employer’s Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Workers’ Compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be

insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) Liability Insurance. The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability . . . . . \$5,000,000 (each occurrence)  
\$10,000,000 (aggregate)
- (b) Motor Vehicle Liability Insurance . . . . . \$ 5,000,000 (each occurrence)
- (c) Professional Liability . . . . . \$5,000,000 (each occurrence)

B) If this Agreement remains in effect more than three (3) years from the date of its original execution, County may require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days' notice to Contractor, at its sole discretion, contingent upon whether such additional insurance is available to Contractor, at reasonable cost. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

C. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

9. Non-Discrimination

A. Rehabilitation Act. Section 504 applies to Contractors who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in,

be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement. The Contractor shall provide that patients are accepted for care without discrimination on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, gender, sexual orientation, marital status, age, disability, medical condition (including but not limited to AIDS, ARC, HIV positive diagnosis), political affiliation, or ability to pay for services.

C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- 1) termination of this Agreement;
- 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- 3) liquidated damages of \$2,500 per violation;
- 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.



E. Opportunity To Cure. If the County finds that Contractor is in violation of the Non-Discrimination section of this Agreement, Contractor shall have 30 days to cure the non-compliance to the satisfaction of County. Notwithstanding other provisions in this Agreement, Contractor agrees to indemnify, defend and hold harmless the County and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (collectively, "indemnified party,") against all damages suffered by the indemnified party and all liability to third parties arising from any breach of this section by Contractor and subcontractors (if applicable).

F. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

10. Compliance with contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

11. Assignments and Subcontracts

A. Without the written consent of the Chief, San Mateo County Health System or his/her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Chief, San Mateo County Health System violates this Agreement and shall be cause for the County to terminate this Agreement upon 120 days written notice. Said written consent shall not be unreasonably withheld when beneficial ownership of the organization remains unchanged.

B. Other than as provided for in this Agreement, Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Chief, San Mateo County Health System.

C. All assignees, subcontractors, or consultants approved by Chief, San Mateo County Health System or his/her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement.

D. All Agreements between Contractor and any subcontractor and/or assignee for services pursuant to this Agreement (if applicable) shall be in writing and shall be provided to County.

12. Merger and Modification

This Agreement is the entire agreement between the parties with respect to matters herein discussed and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement shall be binding on the parties hereto.

13. Alteration of Agreement

This Agreement is the entire agreement between the parties with respect to matters herein discussed and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement shall be binding on the parties hereto.

14. Records

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed, to the extent necessary to determine such compliance and evaluate such quality, appropriateness and timeliness. Contractor shall make available for the County's inspection, to the extent necessary to verify compliance with this Agreement, its financial records for its services provided pursuant to this Agreement for review or audit at any place designated by County and if requested, Contractor shall provide copies of such records to County.

B. Contractor shall maintain and preserve all records relating to this Agreement and the Operations Agreement in its possession, and of any third party performing work related to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved.

15. Financial Reports, Accounting, and Auditing Procedures

A. Quarterly Financial Reports for Services Provided Pursuant to Agreement

Contractor shall maintain separate financial records for services provided pursuant to this Agreement. Contractor will provide County quarterly unaudited financial statements for its services provided pursuant to this Agreement. These reports will include, at a minimum, the projected and actual budget for the budget

period, revenue, expenses, payor mix, average patient billed amount, collection rate, number of responses, and number of transports.

B. Financial Audit

Contractor will provide financial statements audited by an independent Certified Public Accountant in accordance with generally accepted auditing standards upon request from County and prior to any extension of this Agreement. Statements shall be available to the County within one hundred twenty (120) calendar days of the close of each fiscal year. If the Contractor's financial statements are prepared on a consolidated basis, then separately audited financial statements specifically related to the San Mateo County operation will be required. Contractor will also provide its quarterly unaudited financial statements.

Contractor will submit annually detailed analytical information, in a format to be agreed upon, related to the performance measures under contract during the contract period. Contractor will also provide any information requested by the County's Controller's Office and allow full access to its financial records by the County's Controller's Office for the period covered by the contract.

16. Compliance with Applicable Laws

A. Compliance with Laws

Each party to this Agreement shall comply with all applicable federal (including federal anti-kickback statute), state, county and municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations and/or policies.

B. Compliance Program and Code of Conduct. AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: <http://www.amr.net>, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

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

terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

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

#### 17. Notices

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid:

1) In the case of County:  
Chief, San Mateo County Health System  
County of San Mateo  
225 37th Avenue  
San Mateo, CA 94403  
or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:  
General Manager  
American Medical Response San Mateo  
1510 Rollins Road  
Burlingame, CA 94010

3) In addition to the above, any notices given pursuant to paragraph 19 "Term of Agreement" or paragraph 20 "Major Breach" shall also be sent to:  
Attention: AMR Legal Department  
6200 South Syracuse Way, Suite 200  
Greenwood Village, Colorado 80111

#### 18. Controlling Law

The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of State of California and shall be brought and maintained in the Superior Court in and for the County of San Mateo.

#### 19. Term of Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2009 through June 30, 2014. County may exercise, at its sole discretion, an option to extend this Agreement for up to five additional years. However, if County reasonably determines that Contractor has failed to comply with any of the provisions of this Agreement, County shall give written notice setting forth the specific deficiency, the required correction and a reasonable time period to correct the deficiency. Upon County's determination that Contractor has failed to timely cure the deficiency, County may terminate this Agreement upon 120 days written notice.

## 20. Major Breach and Takeover Provisions

### A. Major Breach

Certain conditions and circumstances shall, as determined by County, constitute a Major Breach of this Agreement by the Contractor, these conditions and circumstances include, but are not limited to:

1) Failure of Contractor to maintain a 90% aggregate response time performance level throughout the exclusive provider area (all response zones combined) for any three (3) months, during the calendar year, or in any 7 (seven) month period.

2) Failure of Contractor to operate the ambulance service system in a manner which enables County and Contractor to remain in substantial compliance with the requirements of applicable federal and state laws, rules and regulations.

3) Intentionally, or a pattern of, supplying false or misleading information or supplying information so incomplete as to effectively mislead.

4) Intentional falsification of data supplied 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 downgrading of presumptive run code designations to enhance Contractor's apparent performance, or falsification or deliberate omission of any other data required under this Agreement.

5) Unauthorized scaling down of operations to the detriment of performance.

6) Failure by Contractor to cooperate with and assist County in its takeover of Contractor's operations after a Major Breach has been declared by County, as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control.

7) Chronic failure to maintain equipment in accordance with good maintenance practices, or to replace equipment in accordance with the equipment replacement policy contained in Schedule A of this Agreement including equipment Contractor has agreed to provide to the JPA under this Agreement.

8) Attempts by Contractor to intimidate or otherwise punish employees who desire to interview with, or to sign contingent employment agreements with a competing Contractor during a subsequent Request for Proposal Process.

B. Opportunity To Cure

Prior to any Declaration of Major Breach by County, County shall provide Contractor with no less than thirty (30) days advance written notice citing, with specificity, the basis for the Major Breach (the "Breach Notice"). In the event Contractor shall have cured the Major Breach within such thirty (30) days period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event County reasonably deems Contractor to remain in Major Breach as of the end of the notice period specified in the Breach Notice, County shall provide Contractor with a notice of termination ("Termination Notice"), setting forth the specific reasons County believes Contractor remains in Major Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty (30) days from the date of the Termination Notice.

C. Declaration of Major Breach and Takeover of Service

In the event that the Chief, San Mateo County Health System determines that a Major Breach has occurred and such determination is brought to the Board of Supervisors, and if the nature of the breach is, in the Chief, San Mateo County Health System's and Board of Supervisors' opinion such that there is a serious and immediate threat to public health and safety, and after Contractor has been given notice and an opportunity to appear before the Board of Supervisors, Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover by County of Contractor's operations subject to Contractor's right to seek an injunction or other alternative provided Contractor by law.

D. Equipment and Vehicle Lease

Immediately upon notification by County that it has determined that a Major Breach has occurred and that said breach constitutes a serious and immediate threat to public health and safety, as provided in subsection C above, the lease of all Contractor's equipment, vehicles, and access to buildings commences. The equipment lease is attached hereto as Exhibit 1.

E. Performance Security. Contractor shall post a performance bond in the amount of five hundred thousand dollars (\$500,000) to secure its performance hereunder. Such performance bond may consist of either a surety bond issued by a licensed insurer or surety or a letter of credit issued by a licensed bank. The following shall be the conditions precedent before the County may draw on the performance security: (i) the County declares

Contractor in Major Breach; (ii) the Contractor fails to cure the Major Breach within thirty (30) days; and (iii) the County terminates the Agreement.

F. Dispute After Takeover

Any takeover pursuant to section 20(C) shall be effected within 72 hours after finding of Major Breach and a serious and immediate threat to public health and safety by County. Contractor shall not be prohibited from disputing any such finding of Major Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by County. Neither shall such dispute by Contractor delay County's access to Contractor's performance security, equipment, and inventory of supplies. Any legal dispute concerning the finding that a Major Breach has occurred which endangers public health and safety shall not be allowed to delay the process of takeover by County.

G. "Lame Duck" Provisions

In the event Contractor is not chosen in the next Request For Proposal cycle, County shall depend upon Contractor to continue provision of all services required under this Agreement until the next contractor takes over operations. Under these circumstances, Contractor would, for a period of several months, be serving as a "lame duck" contractor. To ensure continued performance fully consistent with the performance requirements of the Agreement throughout any such "lame duck" period the following provisions shall apply:

1. Throughout such "lame duck" period, Contractor shall continue all operations and support services at the same levels of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing Contractor;

2. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of the Agreement;

3. Contractor shall strictly abide by the provisions set forth herein regarding rights of Contractor's employees during and after Request for Proposals;

4. County recognizes that, if a competing Contractor is awarded the contract in a subsequent Request for Proposal cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and County shall not unreasonably withhold its approval of Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during the "lame duck" period, and so long as such transition activities are prior-approved by County.

## 21. Other Provisions

- A. Right of Inspection: County or any of its duly authorized employees or agents shall have the right to make inspections or investigations at any time without prior notice for the purpose of determining whether Contractor is complying with the terms and conditions of this Agreement, to the extent required to verify compliance with this Agreement. Contractor shall make available to County, its records with respect to all matters covered by the Agreement. County may make excerpts or transcripts from such records and make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment and other data related to all matters covered by the Agreement. A county representative may ride as “third person” on any of the emergency ambulances at any time without prior notice provided that Contractor’s supervisor be notified by the County simultaneous to the start time of the third person ride-a-long. A county representative may inspect any emergency ambulance at any time without prior notice.
- B. Reporting of Deficiencies: In the event that Contractor is found to be in substantial violation of any of the terms and conditions of this Agreement, the Chief, San Mateo County Health System shall notify Contractor of such deficiency, and Contractor will make necessary corrections to the full satisfaction of County. Such violations shall include but are not limited to deficiencies in ambulance personnel’s qualifications/licensing/certifications/accreditation required training, vehicles, equipment, supplies, quality assurance program, and actions which are not in the best interests of efficient and effective patient care.
- C. Successors-In-Interest: Each and every term and condition of this Agreement shall be binding upon and enforceable by County against any successor in title of, or to any interest to Contractor.
- D. Bankruptcy: This Agreement, at the option of County, shall be terminable in case of bankruptcy, voluntary or involuntary, or insolvency of Contractor, but shall be unaltered by bankruptcy, reorganization or insolvency of Contractor.
- E. Right to Require Performance: The failure of County at any time to require performance by Contractor of any of the provisions hereof, shall in no way affect the right of County thereafter to enforce same. Nor shall waiver by County of any breach of any of the provision hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.
- F. Illegal Provisions: If any provision of this Agreement shall be declared illegal, void, or unenforceable by a court of competent jurisdiction or any agency of the federal government, and such provision will be deemed severed and other provisions shall not be affected by such illegality and shall remain in full force and effect.



G. Notice to County: Contractor agrees to verbally notify County by contacting the current County EMS Administrator, or if the EMS Administrator is not immediately available, Contractor shall notify the current Director of Community Health of any and all claims, accidents, and/or incidents which might give rise to litigation arising out of Contractor's performance pursuant to this Agreement within forty-eight (48) hours of Contractor becoming aware of the occurrence and anytime that Contractor receives information regarding litigation arising from Contractor's performance pursuant to this contract. A voicemail message will be insufficient to constitute notice under this section, Contractor must speak to a live person in accordance with this section and shall document such conversation in writing. In addition, Contractor shall provide to County all requested investigatory documents within 5 working days of Contractor becoming aware of the occurrence.

H. Subcontractor(s) (if applicable): Each and every term and condition of this Agreement shall be binding upon and enforceable by County against any subcontractor, unless otherwise indicated in this Agreement.

22. Exhibits

The exhibits to this Agreement are deemed incorporated herein by this reference.

Exhibit 1.	Lease Agreement
Attachment 1.	Reports
Attachment 2.	Job Descriptions
Attachment 3.	Ambulance Equipment and Supply List
Attachment 4.	Response Zone Map
Attachment 5.	Performance Bond Letter
Attachment 6.	Insurance Certificate
Attachment 7.	Contractor's Declaration Form
Attachment 8.	Assurance of Compliance with Section 504 of the Rehabilitation Act

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

AMERICAN MEDICAL RESPONSE WEST  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 1 TO 911 AGREEMENT

STANDBY LEASE AGREEMENT

THIS STANDBY LEASE AGREEMENT ("Lease") is entered into as of July 1, 2009, 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 contract ("911 Contract"), that permits the Lessee to takeover the 911 system under certain conditions;

WHEREAS, in the event of Lessee's takeover of the 911 system, Lessor desires to lease certain ambulances and certain items of equipment, (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: (1) a declaration by Lessee that Lessor has committed a Major Breach under the 911 Contract; (2) that Major Breach has not been cured by Lessor within the cure period; (3) Lessee terminates the 911 Contract; and (4) Lessee delivers to Lessor a certificate from the County's Secretary certifying that the County has elected to takeover the 911 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 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 equal to the fair market value of the Equipment. The fair market value of monthly rent of the Equipment shall be determined by written agreement of the Lessor and Lessee. In the event that the Lessor and Lessee cannot agree upon the fair market value of the monthly rent of Equipment, the fair market monthly rental value shall be determined by the following appraisal process. Within ten (10) days after the commencement of

- the Lease, each party shall select an appraiser and shall submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days thereafter, the two (2) appraisers so selected by the parties shall select a third, and the three (3) appraisers shall determine the fair market value monthly rental of the Equipment and shall submit in writing their determination to both parties within ten (10) days. The three (3) appraisers' determination of the fair market value monthly rental of the Equipment shall be binding upon both Lessor and Lessee. 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: (i) twelve percent (12%); or (ii) the maximum amount allowed by law.
5. Use. The Equipment will be used for operating the 911 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 for all of the Equipment, insurance against such risks. 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 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: (i) 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 (ii) 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 911 Contract 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 laws 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.

[Signature page follows]

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

AMERICAN MEDICAL RESPONSE WEST

BY \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF SAN MATEO

BY \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

LEASED EQUIPMENT ATTACHMENT  
Equipment

The leased items shall include;

1. All ambulance stations utilized by Contractor at the time breach is declared.
2. A total of twenty five (25) Type III ambulances and their associated medical equipment, medical supplies, and communication equipment to perform emergency ambulance services as required by this Agreement.
3. In addition, Contractor shall make available to the County its on-hand medical supply store located at its main headquarters (1510 Rollins Road, Burlingame, CA 94010).



Schedule A  
Table of Contents

I.	Administration and Oversight.....	1
II.	Quality Performance.....	2
III.	Personnel.....	4
IV.	Clinical Training.....	9
V.	Recordkeeping.....	13
VI.	Vehicles.....	17
VII.	Equipment and Supplies.....	23
VIII.	Disaster Preparedness and Response.....	29
IX.	Hospital and Community Requirements.....	32
X.	Ambulance Deployment.....	35
XI.	Dispatch.....	36
XII.	Response Time Standards, Zones, Penalties.....	37
XIII.	Financial Relationships and Fees.....	46

## Schedule A

### I. Administration and Oversight

#### A. County Oversight

County's EMS Agency shall review and evaluate all services rendered under this Agreement. County's review and evaluation will be directed at both clinical and non-clinical aspects of the services rendered.

Contractor shall fully and promptly cooperate with County regarding all requests for information.

#### B. Executive Steering Council

By July 15, 2009, the County shall form an Executive Steering Council (ESC) whose purpose shall be to guide the services provided under the Agreement.

1. The ESC shall have the following goals:
  - a. To resolve disputes.
  - b. To review and approve appropriate procedures and protocols with the goal of assisting the parties in maintaining sustainable and high quality emergency medical services.
  - c. To establish and monitor Key Performance Indicators for each component of the system; dispatch, first response, ambulance and for each functional area of the quality performance plan.
  - d. To act as the funnel point for data requests and distribution of responses.
  - e. To act as the arbiter/decision maker for issues that cannot be resolved by the Quality Leadership, Operations, or Communications Committee(s).
  - f. To ensure system evolution is executed in fiscally sound manner by providing, among other things, oversight of the clinical/technology fund.
  - g. To drive strategic planning and system priorities.
  - h. To ensure transparency in the system.
  - i. To operate based on researched, data driven information.
2. By August 1, 2009, the County, in collaboration with Contractor, and the JPA shall draft bylaws that will regulate the function of the ESC. Those bylaws shall, at a minimum, regulate the following areas:
  - a. Membership in the ESC and representation of interested entities.
  - b. Consensus driven decision making process that operates on data driven and researched information.
  - c. Dispute resolution.
  - d. Committee reporting requirements.
  - e. Scope of ESC's review.

3. The ESC shall establish committees to assist it in meeting its above described goals. These Committees shall report to the ESC pursuant to a reporting structure outlined in the ESC bylaws. The parties recognize that over time the number and mission of the various committees may change.

The bylaws shall be approved by County, Contractor and the JPA. Nothing in this section shall prevent the ESC from forming subcommittees as necessary to execute its oversight and dispute resolution function.

## II. Quality Performance

- A. The goal of Contractor's Quality Performance Improvement Program is to attain the highest level of performance for an emergency medical services system in California. This includes the categories of:

- Leadership
- Strategic planning
- Customer focus
- Measurement, analysis, knowledge management
- Workforce focus
- Process management
- Results

1. Responsibility and Accountability for the Quality Performance Program  
The Executive Steering Council will provide oversight of the Quality Performance Program for all services provided under this Agreement including but not limited to dispatch, first response and ambulance. Contractor's General Manager will have ultimate responsibility and accountability for this program. The Executive Steering Council shall monitor key aspects of system performance, charter improvement projects and monitor the progress and results of improvement projects.
2. Scope  
The Quality Performance Program will include all key functions that provide services to patients and to the community under this Agreement.
3. Quality Performance Improvement Plan  
Contractor in collaboration with County, JPA, and Public Safety Communications shall participate in the development of a written quality improvement plan which is approved by the Executive Steering Council and County. In addition to the requirements of this Agreement, the plan shall meet all standards specified in the California Code of

Regulations, Title 22, Chapter 12 (EMS System quality Improvement).  
The plan shall be updated annually by July 1<sup>st</sup>.

B. Functional Areas

1. The Quality Performance Improvement Plan shall include all key functions that provide services to patients and to the community under this Agreement. The parties understand that over time additional key functions may be identified and will need to be added to the plan. At the beginning of the Agreement the following key functions are recognized and will be included within Contractor's written Quality Performance Improvement Plan:
  - a. Clinical Performance including but not limited to patient care, outcome, inventories (medication, procedure, skills maintenance), documentation, transportation.
  - b. Customer-Patient Satisfaction.
  - c. Accountability for patient belongings.
  - d. Injury/Illness Prevention and Community Education.
  - e. Human Resources.
  - f. Safety.
  - g. Fleet, Equipment Performance and Materials Management.
  - h. Finance.
  - i. Unusual Occurrences, Incidents, and Complaint Management (includes risk management).
  - j. Leadership.
  - k. Communications (dispatch).
2. For each of the above key functions, and any additional key functions added in the future, Contractor shall have key performance indicators that are based upon actual performance measures. The key performance indicators and performance measures will be subject to the approval of the Executive Steering Council and County. Contractor, supported by County PSC, the County Performance Measurement Analyst, and the JPA will produce monthly reports on the performance measures which shall be reviewed and analyzed by the Executive Steering Council.

C. Quality Improvement Projects

The Executive Steering Council will charter quality improvement projects to make tangible improvements in performance. Each project will have an identified individual with overall responsibility for the project. Every project should have a multi-disciplinary team. Projects that involve multiple agencies should have team members representing the various involved agencies.

D. Seeking Recognition as an EMS Quality Leader

Contractor, supported by the County, PSC and JPA shall actively seek recognition for its Quality Performance Program from an organization that recognizes excellence in quality (e.g.; the California Council for Excellence). Contractor shall show evidence that it is pursuing such recognition prior to any extension of this Agreement.

E. Incidents and Investigations

1. Contractor will provide all information requested by County relative to incidents and inquiries and will make involved personnel available for interview within a timely manner. Contractor's supervisory and management personnel will assist County with incident investigations and disciplinary activities as requested by County. Contractor will respond to County requests for information within two working days unless otherwise instructed by County.
2. Contractor shall notify County, in accordance with policies and procedures developed by the Executive Steering Council, of any incident meeting County notification criteria.

F. Reports

In addition to the quarterly financial report specified in paragraph 15 of this Agreement, Contractor shall provide to County and to Executive Steering Council written reports. Such reports will include, but are not limited to, key performance indicators to each functional area described in section II.B. The parties recognize that the performance indicators and the relevant reports may change over the term of this Agreement. A list of the reports that will be in place July 1, 2009 is included in this Agreement as Attachment 1 to Schedule A.

III. Personnel

A. Contractor's Key Personnel

Prior to any replacement of Contractors' Key Personnel with responsibility for this Contract (listed below), the County shall be entitled to review and approve the proposed replacement. Such approval shall not be unreasonably withheld. In the event County has bona fide and legitimate complaints regarding the performance of any such replacement personnel at a later date, Contractor agrees to cooperate in good faith with County in addressing and resolving such concerns.

It is understood that over time, specific positions and their roles and responsibilities may change. In the event that any of the below positions is substantially modified, Contractor will notify County prior to making the modification. County shall have the right to object to any changes that materially alter the roles and responsibilities of the position. Contractor agrees to cooperate in good faith to address and resolve any such objection of County. Job Descriptions for these Key Personnel are included in this Agreement as Attachment 2 to Schedule A.

and are incorporated by reference.

1. General Manager
2. Operations Manager
3. Performance Manager
4. Clinical Services Manager
5. Medical Director
6. Electronic Patient Care Report Specialist
7. Director of Purchasing
8. Director of Patient Business Services
9. Division Chief Operating Officer
10. Lead Mechanic
11. Joint Training Coordinator

B. Standards for Clinical Personnel

1. Ambulance staffing

Ambulances performing services under this Agreement shall be staffed with at least two individuals. These individuals will be at least one paramedic who meets the criteria listed in subsection B.3 below and one of the following:

- a. A second paramedic who meets the criteria listed in subsection B.3 below, or
- b. A second paramedic who is currently California licensed and San Mateo County accredited, or
- c. An EMT-Basic who meets the criteria listed in subsection 4 below.

2. Supervision

a. Supervisors

- i. Contractor shall have an on-duty supervisor within San Mateo County at all times, except, when on official business for San Mateo County operations.
- ii. The Supervisor job description which includes duties, responsibilities and qualifications is included in Attachment 2 to Schedule A and is incorporated by reference. Prior to functioning as the sole on-duty field supervisor, each field supervisor shall complete a County-approved field supervisor training session.

b. Field Training Officers (FTOs)

Paramedic and EMT-Basic FTOs will be identified by Contractor and will be approved by Contractor's Medical Director and the County EMS Medical Director. FTOs will have a minimum of two (2) years experience as a paramedic or EMT-Basic. FTOs will be responsible for directly supervising new paramedics and EMT-Basics in the County and for evaluating their performance.

3. Paramedics

a. Orientation

All paramedics will complete an eight (8) hour orientation, approved by Contractor and County, to the San Mateo County EMS system.

b. Field Evaluation Program

- i. All paramedics new to the San Mateo County EMS System will, after obtaining accreditation in San Mateo County and prior to being allowed to practice as a solo paramedic, will successfully complete a County approved field evaluation program. The field evaluation process, and successful completion criteria, will be developed by the Quality Leadership Committee and will be approved by the Executive Steering Council. This field evaluation process will focus on paramedic competencies rather than hours. The field evaluation process will be contained in the Continuous Quality Improvement (CQI) Plan.
- ii. Contractor will maintain documentation that each new paramedic has reviewed discussed and understands each adult treatment protocol, pediatric protocol, ALS procedure and medication contained therein, and all EMS policies as posted on the County website. The form and content of such documentation shall be jointly developed by Contractor and County EMS staff. Contractor will make this information available to the EMS Agency in a timely manner upon request.
- iii. For two months following the successful completion of the field evaluation program, Contractor's Clinical Services Manager, or designee, will review the new paramedic's prehospital care records (100%) for completeness, accuracy and appropriateness of care. Documentation of this 100% review will be maintained by Contractor.
- iv. The above requirements may be waived by the county during extraordinary events.

c. Maintenance of skills

Standards for maintaining paramedic skills will be developed by the Quality Leadership Committee for the approval of the Executive Steering Council. All paramedics performing services under this Agreement shall meet these standards.

d. Training

Standards for required paramedic training will be developed by the Quality Leadership Committee for the approval of the Executive Steering Council. Paramedics performing services under this Agreement shall meet these standards.

4. EMT-Basics

All EMT-Basic personnel serving as a staff member on an ambulance under this Agreement will have successfully completed a County approved field evaluation process. Successful completion criteria will be developed by the Quality Leadership Committee and will be approved by the Executive Steering Council. This field evaluation

process will focus on EMT competencies rather than hours. The field evaluation process will be contained in the Continuous Quality Improvement (CQI) Plan.

5. Workload and Fatigue Protection
  - a. Contractor will have policies and procedures to protect ambulance crews from undue fatigue. Contractor will have standards for acceptable workload based upon measures. Such standards will be approved by County. Contractor will routinely monitor crew workloads and provide reports as specified in Attachment 1 to Schedule A.
  - b. Contractor's ambulance personnel may be required to work additional consecutive hours that are equal to one half (1/2) of their normal shift length but may voluntarily work 48 consecutive hours. 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 will track unit hour utilization and make that data available to County upon request.
6. Employee Retention and Minimizing Turnover

Contractor will have a program aimed at retaining employees and minimizing turnover. Such a program will include, but not be limited to:

  - a. Working with unions and an employee group to create an ongoing employee satisfaction assessment and monitoring system including surveys designed to monitor employee dissatisfaction and satisfaction levels to provide an early warning system for the leadership team to take action before they receive resignation letters.
  - b. Conducting in-person exit interviews with employees leaving employment to identify the dissatisfactions that people in the organization are moving away from and attractions or attractive components of the situations they are moving towards. This information will be analyzed using qualitative principles and provided to the leadership team, who will use it to design improvements to decrease dissatisfactions and increase attractions. Reports of such analyses and Contractor's improvement strategies will be available to County.
  - c. Contractor will track and report employee turnover and results of employee satisfaction surveys.
7. Hiring and screening applicants

Contractor's screening process for ambulance personnel will include, but not be limited to:

  - a. A reference and background check including seven-year criminal and DMV record check.
  - b. A review of applicant's credentials (such as EMT certificate, paramedic license).
  - c. Drug screening and physical exam.



- d. Physical ability exam.
- 8. Health and safety programs
  - Contractor's occupational health and safety program will meet or exceed all California Occupational Safety and Health Administration standards.
  - a. Annual Safety Refresher Review Course
    - All ambulance personnel will receive training annually that includes at a minimum:
      - i. Hazard communication
      - ii. Hazardous material response
      - iii. Infection control and airborne pathogens
      - iv. Infection control and blood borne pathogens
      - v. Lifting and back injury prevention
      - vi. Fire extinguisher use
      - v. Hand washing and hygiene
  - b. Monthly Safety Highlights Program
    - Each month Contractor will communicate to ambulance personnel via mechanisms such as posters, e-mail, flyers a safety message for the month. The monthly safety messages will be reviewed by the Executive Steering Council. The messages (posters, e-mail, flyers) will be available to the JPA. These messages will include but not be limited to:
      - i. Injury/illness prevention
      - ii. Safety inspection
      - iii. Gurney safety
      - iv. Vehicle safety
      - v. Hazardous materials response
      - vi. Workplace violence prevention
      - vii. Compressed gas safety
      - viii. Fire prevention
      - ix. Employee vaccination
      - x. TB exposure prevention and response
      - xi. Cleaning and disinfection
      - x. PPE for infection control
      - xi. Post-exposure management
      - xii. Substance abuse prevention
      - xiii. Infection control and airborne pathogens
      - xiv. Lifting and back injury prevention
      - xv. Fire extinguisher use
      - xvi. Hand washing and hygiene
  - c. Communicable disease prevention program
    - Contractor will have a communicable disease prevention program that includes:
      - i. Appropriate measures to protect its ambulance personnel from acquiring infections at work such as personnel protective equipment and universal precautions.

- ii. Appropriate measures to prevent cross-contamination among patients such as aggressive hand washing and glove use systems, alcohol-based hand wash dispensers in ambulances, stethoscope covers, and hospital quality disinfectant cleaners.
- d. Safety and Personal Protective Equipment (PPE) supplies/equipment  
Contractor will provide that all personnel on an ambulance have immediate access to appropriate safety and PPE equipment. This shall include, but not be limited to:
  - i. Disposable gloves
  - ii. Eye protection
  - iii. HEPA mask
  - iv. Surgical mask/Fluid shield
  - v. Isolation kit
  - vi. Hearing protection
  - vii. Reflective highway safety vests
  - viii. Emergency response guides
  - ix. Waterless hand disinfectant

Contractor will track and report health and safety key indicators monthly.

9. Ambulance crew uniform and identification

All ambulance crew members, at all times while on duty in public, shall wear official Contractor's uniform and identification issued by the Contractor and approved by the Executive Steering Council.

IV. Clinical Training

A. Comprehensive and Integrated Training Programs

Contractor shall have a comprehensive, customized in-house training and education program for Contractor's paramedics and EMTs. Training and education classes shall be open to JPA Paramedics as outlined in the Contractor and JPA Operating Agreement. Contractor classes shall also be open to PSC Dispatchers. Contractor is fully responsible for the training programs but the programs shall be developed collaboratively with the fire service, EMS coordinators, and County. The following entities will review and approve the training program schedule and content:

1. Quality Leadership Committee
2. Executive Steering Council
3. County Clinical Coordinator
4. County EMS Medical Director

B. Responsible Personnel

1. Clinical Education Services Manager

Contractor shall employ a full time equivalent Clinical Education Services Manager on site at Contractor's San Mateo County

headquarters. This individual shall meet the qualifications for Program Director and Clinical Director contained in the California Code of Regulations, Title 22, Division 9, Chapter 11. This individual shall have overall responsibility for Contractor's clinical training programs.

2. Joint Training Coordinator

Contractor shall employ a full time equivalent Joint Training Coordinator who will be supervised by the Clinical Education Services Manager. This Joint Training Coordinator shall be qualified to be a principal instructor in accordance with the California Code of Regulations, Title 22, Division 9, Chapter 11. Contractor shall include representatives of the JPA in the selection process for this individual. The Joint Training Coordinator working closely with the JPA EMS Coordinators, will coordinate the training programs including those for ambulance personnel and JPA paramedics.

C. Continuing Education Provider Requirements

Contractor shall continually be approved as a Provider of Emergency Medical Services (EMS) Continuing Education by San Mateo County in accordance with the California Code of Regulations, Title 22, Division 9, Chapter 11.

D. Training Facilities

Contractor shall provide a training facility that includes classroom space to comfortably accommodate at least 35 students in a single session. The facility will include a simulation center equipped with a portable simulation mannequin that has realistic anatomy and clinical functionality that allows the trainers to produce realistic patient care scenarios for training and testing. The mannequin will be portable and can be taken to other sites for training inside and outside of an ambulance. Both the Contractor's Clinical Education Services Manager and the Joint Training Coordinator shall receive specialized training in the development of simulator-based training, evaluating the training, and in the operation of the simulator.

E. Training Program Components

1. New employee education, orientation, and evaluation

All Contractor's new EMT and paramedic employees shall complete an orientation that is designed to prepare them to be fully functioning paramedics or EMTs in San Mateo County. This orientation shall be approved by County and will include, but not be limited to:

- a. A review of all County EMS policies, EMS treatment protocols, and EMS procedures (as appropriate for the individual's scope of practice).
- b. Skills proficiency in optional and infrequent skills (with documentation of performance).
- c. Geography and maps of San Mateo County.

- d. Receiving hospitals and trauma centers including any limitations (if any) or specialty services they may have.
- e. Corporate compliance policies.
- f. Harassment awareness.
- g. OSHA/Federal Laws and Regulations.
- h. Illness/Injury Prevention.
- i. Exposure Control.
- j. Medical Legal Documentation.
- k. Defusing assaultive behavior.
- l. Professionalism.
- m. Back safety.
- n. Critical incident stress management.
- o. Patient care documentation.
- p. HIPAA Health Insurance Portability and Accountability Act (confidentiality and regulation).
- q. Customer service.
- r. Union orientation.
- s. Hazardous materials (first responder awareness level).
- t. Mass casualty incidents.
- u. ICS 200 and 700.
- v. Gurney operations.
- w. Driver training.
- x. Cultural competence and linguistic access  
All new paramedics will complete the field evaluation program described in Section III.B.3.

2. Core Credential Maintenance and Ongoing Training

a. Paramedic Required Training

The parties understand that required training may be modified to delete and/or add requirements. Any changes to these requirements will be approved by the Quality Leadership Committee and the Executive Steering Council. At the beginning of this Agreement the courses that are required for paramedics are:

- i. Advanced Cardiac Life Support (continuous certification).
- ii. Pediatric Advanced Life Support or equivalent as determined by County (continuous certification).
- iii. International Trauma Life Support or equivalent as determined by County (continuous certification).
- iv. CPR for the professional rescuer (continuous certification).
- v. ICS 200 and 700 (all paramedics by January 1, 2010).
- vi. Infrequent Skills Lab: hands-on experience demonstrating proficiency on skills that are not frequently used in the day-to-day practice of EMS or are part of the optional scope of practice used by San Mateo County (annual).
- vii. Other required training will be identified and approved by the Executive Steering Council and Quality Leadership Committee.

Examples include changes in treatment protocols or EMS policies, and new skills.

- b. Other training opportunities will be developed by Contractor which shall include, but not be limited to:
  - i. Guest Lecturer Series – topics based on feedback from the Quality Leadership Committee and Executive Steering Council and their analysis of clinical performance improvement opportunities.
  - ii. On-line training using Contractor's web-based platform as approved by the County.
- c. Supervisors  
Supervisors shall have the following training:
  - i. ICS 200 (fully implemented by January 1, 2010).
  - ii. ICS 300 (fully implemented by January 1, 2010).
  - iii. ICS 700 (fully implemented by January 1, 2010).
  - iv. ICS 800 (fully implemented by July 1, 2009).
- d. EMTs  
EMTs shall have the following training:
  - i. CPR for the Professional Rescuer.
  - ii. EMT-Basic Skills Competency.
  - iii. ICS 200 and 700 (fully implemented by January 1, 2010).

3. Education aligned with quality and performance improvement projects  
The Quality Leadership Committee and Executive Steering Council shall continuously monitor clinical performance and will also evaluate peer review clinical literature as well as innovative programs in other systems. Based on this analysis the medical directors and the QLC will analyze potential enhancements and recommend them for consideration by the Executive Steering Council. When such an opportunity is identified, Contractor shall design, develop, and implement a training program in collaboration with the JPA geared to improving performance in the specific area.

4. 911 Ambulance EMT Partner Training  
Prior to working on a 911 ambulance with a paramedic partner, EMTs will complete Contractor's Advanced EMT curriculum. This consists of a didactic curriculum, content approved by County. Following the classroom training, EMTs will be assigned to an ambulance with a field training officer and complete an ALS assisted skills evaluation prior to being assigned to work one-on-one with a paramedic partner.

#### F. Evaluating Training Programs

Contractor shall evaluate effectiveness of the various training programs. For each training program, Contractor shall identify an evaluation methodology and shall report the findings to the Executive Steering Council.

- V. Recordkeeping for patient clinical records, Contractor's personnel, incident tracking and management
  - A. Patient Documentation, Electronic Patient Records and Data Warehouse
    - 1. Responsibility

Contractor's San Mateo County General Manager will be accountable for Contractor's patient recordkeeping system. Contractor shall employ a full time Electronic Patient Care Report (ePCR) Specialist on site at Contractor's San Mateo County headquarters. This individual shall be responsible for the implementation and day-to-day operations of the technology deployed by Contractor. In addition, a full time Electronic Patient Care Report (ePCR) Technician with responsibility for day-to-day support of technology used to support the ePCR record keeping system will also be on site at Contractor's San Mateo County headquarters.
    - 2. Electronic Patient Medical Record (ePCR) System

Contractor shall continue to develop, maintain, and upgrade as necessary an electronic patient database system and resulting patient records. The content and structure will be approved by County. It is the intent of the County to include hospital outcome information at such time San Mateo County receiving hospitals are capable, and willing to share certain patient outcome information electronically with Contractor's patient data store.

      - a. The parties agree that the data points and database structure will need to be modified periodically. County will not require Contractor to modify the data points more frequently than on a quarterly basis. Proposed recommended changes to the database shall be reviewed by the ESC. In the event that the ESC agrees that modification of the database structure is desirable, the parties shall meet and confer regarding the changes to be made and the cost and benefit thereof. In the event Contractor, and the ESC, determines that the cost of such changes is reasonable in light of the benefit, the Contractor and County will agree upon a schedule for performing the modifications. Contractor will perform the modifications at its cost according to the proposed agreed upon schedule.
      - b. For every EMS response generated by the CAD to include transported and non-transported patients, an electronic record will be created. Each record will have a unique identifier for each patient. For each response where patient contact takes place (either by the Contractor's ambulance or by paramedic first responder) there shall be a single patient record that includes the CAD data, first responder patient data record, and Contractor's patient data record.

- c. Contractor's patient record data set will continuously comply with all applicable requirements including the National Emergency Medical Services Information System (NEMSIS). Contractor further agrees to review and consider any future State Guidelines that County deems necessary. County will advise Contractor in the event any such Guidelines are promulgated. Contractor shall make a good faith effort to achieve NEMSIS Gold certification of its data set by July 1, 2009.
- d. The central data store for the above data shall reside on Contractor's server. Contractor shall supply County with computer equipment upon which the data store is replicated at least once daily. Such equipment shall be able to store all patient data for the term of this Agreement as well as the data from the preceding Agreement. Contractor shall periodically upgrade this computer equipment, both hardware and software, to stay reasonably current with existing technologies over the time period of this Agreement.

At any time that Contractor is no longer serving as the countywide emergency ambulance provider in San Mateo County, the County shall retain all electronic patient care records, computer equipment (hardware and software) necessary to access and continue to utilize the patient record database.

- e. Contractor shall ensure that the database records can be easily accessed by County EMS Agency staff for the purposes of reporting an online analytical processing. The tool-set to be used for reporting and analytical processing will be Business Objects and SQL. Following consultation with the County and appropriate notice, Contractor may change the tool set. Contractor shall remain current with licensing and software of the vendor versions of these tools.
- f. Contractor shall ensure that it has on-site staff at its San Mateo County headquarters with expertise in Business Objects. The Contractor will ensure that its on-site staff have subject matter experts in d. and e. above immediately accessible to its on-site personnel.
- g. The parties shall jointly develop policies and procedures regarding the database and records, including, but not limited to data entry, data sharing, encryption, timeliness. The Executive Steering Council must approve any such policies and procedures.
- h. Data transfers will use a minimum of Internet Advanced Encryption Standard 256 encryption (AES256). Contractor's data transfer

protocols will be consistent with standard protocols used within the healthcare industry.

- j. The parties shall maintain confidentiality of all patient information, either individual or aggregate, to the full extent permitted by law. In the event that either party receives a request for such reports or information, (other than a request from a governmental agency) it shall promptly notify the other party in writing. Either party shall be entitled to take whatever steps it deems necessary to protect the confidential nature of such information. This section shall survive termination of this Agreement.

### 3. Hospitals

- a. Patient financial information from hospitals  
The parties agree that Contractor should have timely access to the patient's billing information contained on the hospital "face sheet." County will assist Contractor in its communications with local hospitals requesting permission for such access. Additionally, County will facilitate a "pilot" of such patient information access to Contractor at San Mateo Medical Center. The contractor shall acquire all software licenses required for accessing the San Mateo Medical Center patient records and reimburse the County for the cost of establishing such pilot access, estimated not to exceed \$1,500. In addition the Contractor agrees to reimburse the County for any on-going increases in services fees that can reasonably be attributed to the Contractor's access of the system.
- b. Hospitals will have electronic access to Contractor's patient records for those patients received by that hospital. Such access shall be available as soon as the patient care record is completed and submitted to Contractor's server by the ambulance crew.
- c. Contractor's ambulance crew will leave a printed patient care record at the receiving hospital with a hospital representative prior to leaving the hospital. Such patient record may be abbreviated in accordance with standards and content approved by the Executive Steering Council and County.

### 4. Fire JPA

Contractor shall assist the JPA to utilize Contractor's patient care record database for first responder paramedic patient records. Contractor shall work collaboratively with the JPA EMS Supervisors to develop the content of the first responder patient record and data entry



processes and procedures. Such processes and procedures shall be approved by the Executive Steering Council.

Until Contractor has a hand held data entry device that has been approved by the Executive Steering Council, Contractor shall supply Internet connectivity to each JPA fire station for first responder data entry using personal computers. Additionally, Contractor will keep one personal computer at each JPA fire station equipped with the most recent software for Contractor's patient care data system unless otherwise agreed to by Contractor and the JPA. Once the Contractor has a hand held data entry device that has been approved by the Executive Steering Council, Contractor will supply the device, along with all its associated software, to a total of 53 ALS engines and to each JPA EMS Supervisor.

5. Patient tracking

Contractor shall make a good faith effort to have an electronic means of tracking the destination of transported patients during a multicasualty incident or disaster located within San Mateo County by January 1, 2011.

B. Clinical Personnel Records

Contractor shall maintain records for all its clinical personnel performing services under this Agreement. Such records will be continually updated so that they are current. The records will be maintained within a database that is immediately accessible to County EMS Agency staff. The parties recognize that over time the required records may change and these changes will be subject to the approval of the Executive Steering Council and County. The specific content requirement for each of the below categories will be approved by the Executive Steering Council and the County. Upon the commencement of this Agreement the required categories for clinical personnel records will include:

1. Paramedic licensure
2. Paramedic accreditation
3. EMT certification (Contractor only)
4. EMS Orientation/Paramedic expanded scope skills
5. Required training/expiration dates (e.g., CPR, ACLS, PALS)
6. Quarterly training
7. Skills Maintenance/infrequently used skills
8. Supervisor training
9. Clinical performance improvement plans
10. Termination of employment (Note: Contractor will notify County within five working days of the termination of employment, for any reason, of any paramedic or EMT performing work under this Agreement.)

C. Personnel record software system

Contractor shall have in place personnel recordkeeping software approved by County. Contractor shall, at its expense, give JPA access to such recordkeeping software. The software shall perform the following functions:

1. Track individual work related-employee health issues and compliance with safety requirements.
2. Provide high quality online education to help paramedics maintain clinical credentials.
3. Submission of incidents, complaints, and unusual occurrences.
4. Track data on education.
5. Employee satisfaction surveys.
6. Communicate vital and time sensitive information to employees.
7. Track unlimited certifications and licenses against specific continuing education requirements.
8. Upload customized training programs including text, image, video, and Powerpoint that clinical personnel can access and complete anytime 24 hours a day 7 days a week.
9. Create, administer and track online tests for post education courses.
10. Monitor participation and status with training records and runs reports on course activity, course evaluations, course rosters, and compliance with mandatory training.
11. Notify paramedics, supervisors and administrators of pending and expired certifications/licenses with automated alerts.

## VI. Vehicles

### A. Ambulances

#### 1. Number and type

Contractor will furnish at least 25, identically configured, new Type III ambulances for this contract. New ambulances will be placed in service by September 30, 2009. Specifications for these vehicles, and any replacement vehicles during the term of this Agreement, shall be approved by County. Such vehicles shall:

- a. Comply with all federal, state, and County requirements, including the Federal KKK-A-1822 standards at the time of the vehicles' original manufacture, except where such standards conflict with State of California standards, in which case the State standards shall prevail.
- b. Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association.
- c. Meet or exceed the equipment standards of the State of California.
- d. Have a modular body that has been test certified to a 500% static load level to ensure occupant safety in the event of a collision.
- e. Have exterior graphics that include high reflective striping to improve visibility at night.

- f. Have exterior warning lights that are latest state of the art LED and/or strobe models for increased visibility and reliability.
  - g. Have a battery system that is rail mounted printed circuit boards with LED diagnostics and complies with the U.S. Federal Standards for Life Support Equipment.
  - h. Have a patient compartment with a high performance ducted heat/air conditioning system that includes HEPA filtration that removes 99.97% of airborne particles, including bacteria.
  - i. Have a patient compartment with a 6-point active restraint system and safety crash net for compartment occupants.
- 2. Exterior Color, Graphics, and Lettering  
Exterior colors, graphics, and lettering shall be approved by County.
- 3. Ambulance vehicle replacement schedule
    - a. Ambulances will be placed in reserve status at 195,000 miles.
    - b. Ambulances, including reserve vehicles, will be removed from service at 250,000 miles.
- B. Supervisor Vehicles
- 1. Supervisor vehicles model and type will be approved by County. Unless otherwise approved by County, new supervisor vehicles will be placed in-service by September 30, 2009.
  - 2. Specifications for these supervisor vehicles, and any replacement vehicles during the term of this Agreement, shall be approved by County with input from the JPA.
  - 3. Unless otherwise approved by County, Contractor will provide four (4) such vehicles to the JPA for use by its EMS Supervisors. The JPA will utilize these vehicles as follows:
    - a. No JPA EMS Supervisor will be assigned to, or permitted to operate a contracted vehicle without possession of a valid California operator's license.
    - b. Contracted vehicles are provided solely for the purposes of carrying out official business and are not to be used for personal transportation.
    - c. No posters, stickers or advertisements of any form shall be placed upon contracted vehicles without prior approval of the Executive Steering Council.
    - d. Contracted vehicles will be assigned and remain in the possession of the JPA supervisor 24 hours per day while on-call.
    - e. Employees using a contracted vehicle are required to use seat belts at all times.
    - f. Contracted vehicles must be maintained in clean condition.
    - g. Employees assigned a contracted vehicle are responsible to report equipment and vehicle problems to the designated vehicle maintenance department.

4. Contractor will provide at least one (1) such vehicle for use by its on-duty supervisor.
  5. Exterior colors, graphics, and lettering shall be approved by County.
  6. These vehicles will be replaced at 195,000 miles or if this mileage limit has not been reached, at 7 years of age.
  7. These vehicles will be customized for their intended function. This customization will take into account input of Contractor's and JPA's Supervisors. This customization shall include, but is not limited to, the following:
    - a. Light bars consistent with NFPA emergency lighting package for code 3.
    - b. Dual head radio that operates in front and rear of vehicle to allow on-scene and in-transit communication.
    - c. A "command center" designed for tactical leadership, incident command, and storage of supplies.
- C. Multi-casualty MCI vehicle  
Contractor shall maintain a response-ready multi-casualty vehicle for disasters and other incidents with the potential for multiple casualties that is heavily stocked with basic and advanced life support supplies. The inventory for this vehicle will be approved by County and the Executive Steering Council. The MCI vehicle will be capable of towing OES Disaster Trailer (6 feet wide, 16 feet in length, and 7,700 pounds fully loaded).
- D. Disaster Medical Support Unit (DMSU)  
As approved by the State of California, Contractor will continue to house a DMSU provided by the State Emergency Medical Services Authority (EMSA).
- E. Vehicle Fleet Maintenance
1. Vehicles providing services under this Agreement, including ambulances and supervisor vehicles, will be maintained by Contractor. Maintenance shall at a minimum, meet the manufacturer's recommendations.
  2. Vehicle maintenance will be performed at Contractor's San Mateo County headquarters. Contractor may outsource vehicle repair such as, but not limited to, engine replacement, body repair and paint. County reserves the right to approve said outsourcing of vehicle repair.
  3. Contractor shall establish quality and safety maintenance standards that exceed industry and manufacturer standards.
  4. Contractor shall track the history of each vehicle and make this information available to every mechanic providing service to the vehicles.

5. Contractor will ensure that mechanics performing vehicle maintenance under this agreement are appropriately trained and qualified. Such qualifications shall be approved by County.
6. Vehicles will have comprehensive servicing at intervals of 5,000 and 15,000 miles as detailed below:

Every 5,000 miles	Additional services every 15,000 miles	Additional services every 30,000 miles
Lubrication 194 safety point and inspection Change oil and filter Replace air filter Rotate tires, replace if 5/32" or less tread depth	Repeat 5,000 mile inspection Replacement of fuel filter Transmission service	Repeat 15,000 mile inspection Rear differential service Fuel filter service Full transmission service
Batteries, load test at 50% CCA, replace if less than 9.6 volts (of 12).		
Shocks, U-joints – Test and inspect at every service and replace as needed.		
Brake pads – replace at 40% of new		
Alternators – replace at 75% rated output		
Starters – test and inspect every service and replace if exceed 500 amps		

7. Vehicle record keeping system
  - a. Contractor shall use commercial fleet maintenance software to document service and repairs, track mileage, and generate reports including, but not limited to, vehicle maintenance history.
  - b. Contractor shall track vehicle failures and will immediately notify County of any failure that occurs while vehicle is responding to an emergency scene, at an emergency scene, or while transporting a patient.
  
8. Driver training and safety
  - a. All persons driving an ambulance providing service under this Agreement shall have successfully completed Contractor's driver training program which is consistent with the Emergency Vehicle Operator Course curriculum of the U.S. Department of Transportation.
  - b. Contractor's ambulance driver training classes shall be open to JPA first responders at no cost.
  - c. Contractor will provide remedial driver training to employees who have been involved in a preventable collision or who have been identified as needing to improve their ambulance driving skills.
  - d. Contractor will subscribe to the California Department of Motor Vehicles' "Pull Notice" Program which tracks employee infractions of the California Vehicle Code.
  - e. Contractor shall have a vehicle safety policy that is approved by County.

## F. Alternative Transport Vehicles

1. Pursuant to Health and Safety Code § 1797.224, the County through its San Mateo County EMS Agency created an exclusive operating area that covers the entire jurisdictional area of the County of San Mateo, except for the City of South San Francisco. The only city that has rights to provide ALS transports pursuant to §1797.201 is the City of South San Francisco. No fire districts within the County of San Mateo have any rights under §1797.201.
2. Through a competitive process, Contractor has been awarded the exclusive rights to transport ALS patients through the entire exclusive operating area. It is understood that Contractor has an Operating Agreement with the JPA and that Woodside Fire Protection District (WFPD), Menlo Park Fire Protection District (MPFPD) and the California Department of Fire Protection/County Fire (CDF/County Fire) are members of the JPA . It is further understood that under the limited circumstances set forth below WFPD, MPFPD and CDF/County Fire may transport certain patients as specified. As further set forth below, WFPD, MPFD and CDF/County Fire are providing such transports with the consent of Contractor and are not allowed to bill the patient. It is further understood transports by WFPD, MPFPD, or CDF/County Fire do not confer any rights to either WFPD, MPFPD or CDF/County Fire under §1797.201 and further that said transports have no effect whatsoever on the existence of the County's exclusive provider zone.
3. Woodside Fire Protection District (WFPD), California Department of Forestry and Fire Protection (CDF/County Fire), and Menlo Park Fire Protection District (MPFPD) Alternative Transport Vehicles (ATVs)
  - a. WFPD and CDF/County Fire have non-ambulance rescue/transport vehicles and MPFD has an ambulance that may be used as alternative transport vehicles in accordance with this section. Only the WFPD, CDF/County Fire, and MPFPD may utilize ATVs for the transport of patients. These vehicles may only be used for patient transportation when all of the following conditions are met:
    - i. The vehicle is trackable in CAD.
    - ii. The vehicle is staffed with a minimum of one County accredited paramedic and one certified EMT-Basic.
    - iii. The vehicle is equipped with the medical equipment and supplies as specified by the County for such a vehicle.
    - iv. Response Time Zones
      - Urban/suburban response time zone: The estimated time of arrival at the incident location of Contractor's closest ambulance, be it an advanced life support ambulance or

- basic life support ambulance, is greater than 20 minutes from the time of initial dispatch.
- Rural or remote response time zone: The estimated time of arrival at the incident location of Contractor's closest ambulance, be it an advanced life support ambulance or basic life support ambulance, is greater than 30 minutes from the time of initial dispatch.
- v. No air ambulance is available to respond to the incident location with less than a 20 minute estimated time of arrival.
- vi. The condition of the patient to be transported meets the following criteria:
- Obstetrical emergencies with abnormal fetal presentation (leg, arm, buttocks), third trimester vaginal hemorrhage, prolapsed umbilical cord, or severely distressed neonate.
  - Patients meeting major trauma patient criteria specified in EMS policy who also:
    - Have penetrating trauma to the head, neck, trunk, or groin, and/or
    - Have significant hypotension (adults systolic blood pressure less than 90/children over 3 years systolic blood pressure less than 70), and/or
    - Have a rapid respiratory rate (adults respiratory rate greater than 30 per minute/children under 3 years greater than 50 per minute/children over 3 years greater than 40 per minute), and/or
    - Have slow respirations (adults less than 10/minute/children under 3 years less than 20 per minute/children over 3 years less than 16 per minute), and/or
    - Are unable to follow simple commands.
  - Non-trauma patients with
    - Inadequate ventilation and/or severe respiratory distress
    - Cardiac arrest
    - Profound shock with systolic blood pressure less than 90 systolic
    - Uncontrolled external hemorrhage
    - Severe allergic reaction with respiratory distress or cardiovascular compromise
    - Status epilepticus
- b. In each case where the WFPD, CDF/County Fire, or MPFPD paramedics determine that the above criteria are met and want to utilize a rescue/transport vehicle to transport the patient, the paramedics will immediately notify SMCPSC and SMCPSC will contact the Contractor on-duty field supervisor for authorization to

dispatch the WFPD, CDF/County Fire, or MPFPD ATV. SMCPSC will immediately notify Contractor's on-duty supervisor. The ambulance that was initially dispatched to the incident will continue responding to the incident until transport has either been initiated using the ATV, or until the responding ambulance has rendezvoused with the ATV.

- c. The WFPD, CDF/County Fire, or MPFPD will ensure that the EMS Agency administrator on-call is paged in each case in which an ATV is used to transport a patient within 1 hour following the close of the call.
- d. WFPD, CDF/County Fire, MPFPD, Subcontractor, and Contractor may not bill for transports provided by ATVs. Contractor, however, may bill the patient if a rendezvous occurs with either the WFPD, CDF/County Fire, or MPFPD ATV and Contractor ultimately transports the patient.
- e. No entity, other than the WFPD, CDF/County Fire, MPFPD, shall be authorized to utilize such a rescue/transport vehicle for the purpose of patient transportation.
- f. At the County's option, WFPD, CDF/County Fire, or MPFPD use of these vehicles to perform transport services under this Agreement may be terminated for repeated failure to adhere to the procedures outlined in this section. Within five (5) days of receipt of notice of County's intent to terminate these services, WFPD, CDF/County Fire, or MPFPD may request a review panel to further determine whether the WFPD, CDF/County Fire, or MPFPD failed to adhere to the procedures. The panel will consist of three (3) persons: one (1) representative of the Contractor, (2) representative of the JPA or his/her designee, (3) representative of the County.

## VII. Equipment & Supplies

The parties recognize that over the term of this Agreement there may be additions, deletions, and other modifications to the medical equipment and supplies carried by the EMS vehicles. Any such modifications must be approved by the County and the Executive Steering Council. The equipment and supply required inventory lists are set forth in Attachment 3 to Schedule A

- A. Upgrades and other modifications to equipment and supplies  
If a new technology emerges that has the potential to provide significant clinical improvement for patients, a 5-step upgrade selection process shall be led by the Executive Steering Council and will include:
  1. Scientific review.



2. San Mateo County clinical data analysis.
  3. Fiscal impact analysis to include funding methodology through the Clinical and Technology Upgrade Fund.
  4. Presentation of findings to the Medical Directors and Medical Advisory Committee.
  5. Collaborative decision to implement/not implement.
- B. Durable Medical Equipment – Ambulances
- Ambulances performing services under this Agreement shall carry the durable medical equipment listed in Attachment 3 to Schedule A. The parties recognize that over time the required equipment may be modified. This can be done by Agreement of the Executive Steering Council and the written approval of County. The equipment will be stored in the same location in every ambulance.
- C. Durable Medical Equipment – ALS First response vehicles
1. Contractor will supply one first responder fire engine at each fire station with new equipment at the beginning of this Agreement that is identical with like equipment carried on the ambulances to include a:
    - a. Portable suction unit.
    - b. Intraosseous drill.
    - c. CPAP device.
  2. For each ALS fire engine (53) that does not have the following durable equipment, Contractor will provide the following equipment which matches that of the ambulance:
    - a. Portable cardiac monitor capable of defibrillation, cardioversion, external pacing, 12-lead EKG, transfer of 12-lead EKG to receiving facility, non-invasive blood pressure monitoring, pulse oximetry and end-tidal CO<sub>2</sub> monitoring – 1 to 6 years old.
    - b. Pelican-type box.
  3. Supervisor Vehicles
    - a. Supervisor vehicle will carry durable medical equipment in accordance with the inventory list approved by the Executive Steering Council and County. It is intended that the Supervisor Vehicle will carry needed equipment and supplies to be able to, 1) provide medical care to patients if it arrives on scene prior to other responders, 2) to be able to initially manage a multi-casualty incident relative to functioning as the Medical Group Leader or Transportation Group Officer.
    - b. Contractor will provide each EMS supervisor vehicle with the same durable medical equipment as is carried by the ambulances and first response vehicles with the following exceptions; pedi-pack, backboard, stair chair, gurney, KED, scoop stretcher and cardiac

monitor. Additionally, for these Supervisor's vehicles the portable monitor defibrillator is subject to the following condition:

At the commencement of the Agreement, portable monitor defibrillators carried on supervisor vehicles may be older than six (6) years. However, as soon as a portable monitor defibrillator, same manufacturer as of the ambulance portable monitor defibrillator, capable of carbon monoxide detection is available Contractor will purchase such new equipment (minimum 5) and place on each of the Supervisor vehicles.

4. Preventative maintenance and replacement
  - a. Contractor will maintain its durable medical equipment, and that of the JPA, in accordance with the manufacturer's recommendations for service. Contractor will replace such equipment in accordance with manufacturer's recommendations. Replacement equipment will be approved by County. Contractor's equipment maintenance personnel shall use a customized equipment maintenance software program to track equipment maintenance service. Such records shall be available to County upon request.
  - b. Equipment malfunction and other problems  
Contractor's or JPA's personnel shall immediately notify Contractor of durable medical equipment that is not operating properly. Contractor shall immediately exchange such equipment. Contractor shall track such equipment problems and exchange or replace. The Executive Steering Council shall develop a definition for "critical equipment failure." Critical equipment failures will be reported monthly (see Attachment 1). Reports shall continue until such time as the Executive Steering Council determines the measurement is no longer necessary.
  - c. Upgrades or replacement equipment will be determined by the Executive Steering Council. The Clinical and Technology Upgrade Fund described in Section XIII.C. shall be used as the funding source.

D. Medical Supplies

1. Ambulances, JPA first response vehicles, and Supervisor vehicles will carry the same medical supplies with the exception that inventories of such supplies will vary, with ambulances carrying a larger stock of such supplies than the other vehicles. A listing of these supplies is included in Attachment 3.
2. Inventory Management System

Contractor will use an electronic inventory management system. The inventory management system shall identify minimum and maximum par levels for each type of durable medical equipment and expendable medical supplies. The minimum par levels shall be approved by County.

3. Restocking Medical Supplies

Contractor is responsible to restock all disposable medical supplies to ambulances, first responder vehicles, and supervisor vehicles excluding morphine sulfate which will be restocked by County. Restocking processes and procedures shall be approved by the Executive Steering Council. While the parties recognize that these processes may change over time, at the commencement of the Agreement they shall include:

- a. A variety of restocking locations, fixed and mobile to include Contractor's headquarters, ambulances, Contractor stations, and fire stations.
- b. 1-to-1 exchange to first responder vehicles for disposable medical supplies and larger items such as backboards and pediatric immobilization boards. Such restocking shall not place the ambulance out of service.

4. Multi-casualty Incident (MCI) and Disaster Supplies

- a. Contractor will keep its multi-casualty response vehicle fully stocked with equipment and supplies in accordance with an inventory approved by County.
- b. Contractor will maintain an inventory in its San Mateo County headquarters sufficient to perform its normal functions for 14 days.

E. Communications Equipment

1. Radios

Ambulance crews and supervisors need to be able to communicate by voice with 1) the dispatch center, 2) the fire first responders, 3) and the hospitals.

Presently the ambulances utilize the County's Trunked radio system (EMS system) which operates in the UHF T-Band 470-512 MHz range. These frequencies permit the ambulances to communicate with PSC and the hospitals.

The fire first responders utilize the local fire radio system which operates in the VHF 150-174 MHz range.

The parties understand that the County is collaborating with its regional partners to explore technological solutions that will lead to regional radio communications interoperability. The County is presently developing a design specification that will identify the type of system it will eventually implement and the frequency ranges that system will

use. By October 2009 the County anticipates it will have completed the design specifications for the future EMS radio system. It is probable that this radio system will be digital and will operate in the 700 MHz range. Therefore, the Contractor will need to delay the purchase and installation of new radios to ensure that the radios are compatible with the future EMS system. Once the County has determined the design for its future EMS radio system, County and Contractor will meet and confer to identify the most appropriate and cost effective method to meet County requirements for both ambulance and supervisors. Contractor will purchase the agreed upon; mobile and portable radios as soon as possible once the County has informed Contractor of the appropriate radio specifications. The contractor will install equipment related to phase II (described below) in coordination with the County's future EMS system migration plan. It is understood that the Contractor is required to maintain the ability to communicate on the EMS systems throughout the migration period.

It is further anticipated that the JPA fire first responders will continue to use their current radio system, therefore Contractor's ambulances will need to be able to communicate on both the EMS system (likely digital in the 700 mHz range) and the JPA fire service system (analog VHF in the 150-174 mHz range).

a. Phase I - Initial Radio Equipment

Until County determines the design of its future radio system and frequencies, Contractor will defer purchase of new radios for ambulances and supervisor vehicles. During Phase I, all ambulances and supervisor vehicles will have a mobile and a portable radio capable of communicating on County EMS system (470-512 MHz range). Additionally, the supervisor vehicles will be equipped with a portable and a mobile radio capable of communicating with the fire service first responders in the frequency ranges of 150-174 MHz.

b. Phase II - Radio Equipment to be purchased and installed in the Fall 2009.

Once the County has notified the Contractor of the future County radio system requirements, Contractor will purchase and install the following radio equipment:

i. Each ambulance vehicle will have either:

- one mobile radio and one portable radio capable of communicating on the County's future EMS radio system and one portable radio capable of communicating fire service system (VHF), or
- one mobile capable of communicating on the County's future EMS radio system and two hybrid portable radios capable of

operating on both the new EMS system and fire service radio system (VHF).

- Mobile radio will be configured so that it can be operated “hands-free” from the driver’s compartment and otherwise accessed for use from the patient compartment by the patient attendant.
- ii. Each supervisor vehicle will have either:
- one mobile and one portable radio capable of communicating on the County’s future EMS radio system and one portable radio capable of operating fire service radio system (VHF) or;
  - one mobile radio capable of operating on the EMS system and one hybrid portable radio capable of communicating on the future EMS radio system and fire service radio system (VHF).
  - The EMS mobile radio will be configured so that it can be operated “hands-free”.
  - The existing Fire system mobile radio will be retained.

## 2. Other Communications Equipment

The parties understand that advances in communications technology will occur over the term of this Agreement. The following equipment will be continuously in place during the term of the Agreement unless modifications are approved by the Executive Steering Council and County.

### a. Telephones

Each ambulance and supervisor vehicle will carry at least one cellular telephone.

### b. Alerting Devices

Each ambulance and supervisor vehicle will carry at least one alerting device capable of audible and digital alerting by PSC.

### c. Mobile Computers

#### i. Ambulances

Each ambulance will have at least one mobile computer, or other technology approved by the County, capable of electronically capturing and transmitting the patient care record and accessing the internet.

#### ii. ALS engine (total 53)

Each first responder ALS engine (total 53) will have at least one mobile computer, or other technology approved by the County, capable of electronically capturing and transmitting the patient care record and accessing the internet. The County and Contractor have agreed to defer the purchase of mobile computers, other technology for first responder ALS engines to allow Contractor the opportunity to research other technology options. The County reserves the right to direct

Contractor to provide mobile computers as proposed in Contractor's RFP proposal upon the mutual agreement of an implementation timeline.

3. Computer-aided dispatch system (CAD/Automatic Vehicle Location (AVL)/Global Positioning System (GPS)/Mobile Data Terminal (MDT)

The parties recognize that the county CAD does not presently support certain technology including AVL/GPS technology (CAD integrated), mobile data technology, unit selection based on direct routing of the closest ambulance to the incident, and Mobile onscene time stamping (store and forward). The parties recognize that the County is in the process of assessing the feasibility of replacing the present CAD during the term of this Agreement. With the above understanding in mind, and in order to facilitate the integration of new technology into the EMS system, the parties agree that:

- a. The County shall form a PSC Technology Committee, that includes representatives of Contractor and other entities that are dispatched by PSC, to develop and assist County in determining such feasibility and specifications for a potential replacement CAD.
- b. In the event that the County determines that it is in its best interests to procure a new CAD, Contractor shall make recommendations related to the CAD's specifications for ambulance dispatch.
- c. Until such time that a new CAD is procured, Contractor may, at its expense and with County approval, place alternative AVL/GPS technology at PSC, to facilitate the dispatch of the closest most appropriate ambulance.
- d. Nothing in this section shall preclude County and Contractor from amending this agreement to allow Contractor to implement other appropriate technology in the event it becomes clear that a new CAD is not an option.

VIII. Disaster Preparedness and Response/Multicasualty Incidents (MCI)

A. Responsibility/Accountability

Contractor's General Manager is accountable for Contractor's disaster preparedness/multicasualty incident plans and operations. Contractor will identify a Disaster/MCI coordinator, who meets experience and training qualifications approved by the Executive Steering Council and County, to be responsible for planning, training, and supervision of all disaster related activities related to Contractor's San Mateo County Operation. This Disaster/MCI Coordinator assignment shall be filled continuously. Qualifications for the Disaster/MCI Coordinator shall be developed by the Executive Steering Council.

## B. Plans and Planning

### 1. Internal Plan

Contractor shall have a written internal disaster plan which is multi-hazard, approved by the Executive Steering Council and County, and which is updated annually. This plan is Contractor's immediate action plan. It shall address procedures for activation including triggers, notification processes for management, field and support personnel and will also include specific roles, responsibilities, and instructions for personnel fulfilling various assignments. The plan will be SEMS/NIMS compliant. Additionally the plan will make provisions for support of personnel, including but not limited to, food and shelter, rest periods, family needs, and emotional support.

The plan will:

- a. Address procedures for activating the plan including triggers for activation, notification procedures for management and support personnel, response to the County EOC or County Health DOC.
- b. Follow the five sections of ICS (with appropriate personnel checklists):
  - i. Management
  - ii. Planning
  - iii. Operations
  - iv. Logistics
  - v. Finance
- c. Identify Contractor's resources and deployment procedures for:
  - i. Personnel
  - ii. Vehicles – ambulances, supply van(s), trailers
  - iii. Medical supply cache (e.g., PPE, County MCI supply trailer)
  - iv. Non-medical supply cache
  - v. Communications cache – radios, cell phones, lap tops, etc.

### 2. Integration with County Disaster Plan/Response

In disaster events, Contractor will provide administrative/supervisory personnel to assist the County MHOAC at the County's emergency operations center (EOC) continuously during the event.

### 3. County's Medical Disaster Plan

Contractor will work collaboratively with the JPA, County Health System, County Office of Emergency Services, local hospitals and local law enforcement, to develop plans and procedures for disaster and multicasualty incidents to result in a coordinated multi-jurisdictional response, consistent with ICS and the NIMS.

- a. Components of this plan will be multi-hazard and will address at least the below listed event-specific scenarios:

- i. Earthquakes
- ii. Tsunami
- iii. Biological release – accidental or terrorist
- iv. Chemical release – accidental or terrorist
- v. Nuclear/radiation treatment
- vi. Transportation accidents – aircraft, rail, roadway, waterway
- vii. Pandemic
- viii. Explosion – accidental or terrorist
- ix. Weapons of Mass Destruction (WMD)
- x. Hazmat
- xi. Wild fire
- xii. Severe weather – winter storms, extreme heat events, extreme cold events
- xiii. Multi-Casualty Incident (MCI)
- xiv. Civil unrest

b. Contractor's focus in the above plan will be on:

- i. Single point ordering
- ii. Interoperable communications
- iii. Chain of command
- iv. Early notification of receiving hospitals
- v. Treatment and transportation of victims

3. Training

a. Internal Plan

Contractor shall provide training that is specific to its San Mateo County internal disaster plan to its management staff, field personnel, and support staff.

b. County Disaster Plans

Contractor shall ensure that its management staff and field personnel are knowledgeable of the County Disaster Plan.

c. Exercises

Contractor will participate with personnel and vehicles in at least three disaster exercises annually. The Executive Steering Council shall identify appropriate exercises such as large scale, multi-agency, MCI/disaster exercises, pandemic flu, crash simulations at San Francisco International Airport and drills conducted by the County's Office of Emergency Services.

B. Contractor's Disaster Response

1. Contractor will comply with its internal disaster plan and with County's Medical Disaster plan during multi-casualty incidents or disaster events.



2. Key features during the first 12 hours of a disaster event of Contractor's plan and the actual response will include:
  - a. Contractor will call back staff and consider holding over on-duty personnel.
  - b. Contractor will develop a staffing plan for personnel expected to be needed if the incident is expected to be an extended event.
  - c. Deploy a management staff member to the County EOC (or EOC or DOC) to assist County in coordination of prehospital medical care and transportation.
  - d. Contractor will, to the best of its ability, provide as many ambulances, personnel, medical supplies and equipment as possible from its San Mateo operation and from its other Bay Area operations.

C. Mutual aid/automatic aid

1. Mutual aid (see Section X.C.2.)

- a. Sending mutual aid – Contractor will comply with County procedures related to sending mutual aid outside of County.
- b. Receiving mutual aid – Contractor will have procedures in place to facilitate efficient ambulance operations when receiving mutual aid from outside San Mateo County.
- c. These procedures should include provisions for supervision, communications, and transport destination.

2. Automatic Aid – At the time of execution of this Agreement, Contractor and County have determined that an automatic aid agreement is not necessary. In the event the parties determine such an agreement is in the best interests of the County pursuant to Section X.C.2., Contractor shall comply with any such agreements.

D. Ambulance Strike Team

Contractor shall maintain an Ambulance Strike Team that is available for rapid deployment both inside and outside of San Mateo County. To ensure an adequate number of team members, Contractor may create a joint-county team. This team will meet standards specified by the California Emergency Medical Services Authority.

IX. Hospital and Community Requirements

A. Hospitals

1. Communications and Feedback

Contractor will identify a single point of contact for hospitals to utilize for questions related to patients received, policies, procedures, or other issues. Such contact information will include the contacts name, telephone number, and e-mail address.

2. 12-Lead EKG Transmission

The portable monitor/defibrillators used by all ambulances and JPA first response vehicles will be able to transmit the 12-Lead EKG for patients suspected of having ST elevation myocardial infarction (STEMI). Contractor will provide for secure data transmission of the 12-Lead EKG to a STEMI network where participating hospitals may access the data. Contractor is not responsible for the cost associated with participating hospitals accessing the STEMI network. Contractor will assist hospitals who wish to join the network with planning and design to ensure they will be able to receive the 12-Lead data from the field setting.

3. Annual EMS Team Event: Contractor will work with the County, the JPA, and hospitals to hold an annual EMS Community Team event that has been approved by the Executive Steering Council.

B. Community Education: Plan

Working collaboratively with County's Injury/Illness Prevention Coordinator, Contractor will develop both a long term plan, and an annual plan and submit the plan for the ESC and County's approval by January 1, 2010. The County's Injury/Illness Prevention Coordinator shall provide coordination of Contractor's Community Education activities with other illness/injury prevention projects within the community. The County's Injury/Illness Prevention Coordinator will provide staff support to Contractor to carry out its Injury/Illness Prevention planning and evaluation activities. The plan shall consider any key initiatives of the San Mateo County Health System as it develops target areas for the next year. The plan will be updated annually, subject to Executive Steering Council and County's approval, by January 1st.

1. Annual Plan

The annual plan will identify at least three target areas. At least one of the target areas should be of particular importance to a vulnerable population such as low-income. For each target issue the plan will include:

- a. An assessment of the problem in San Mateo County.
- b. The existing programs in San Mateo County that are already trying to address the target issue.
- c. The strategies that will be implemented by EMS personnel that can help close gaps between these existing programs and the target issue.
- d. The key performance indicator and its measurement methodology.

2. Contractor, in collaboration with County's Injury/Illness Prevention Coordinator, will identify those programs in the community that would likely provide benefit to clients seen frequently by the EMS system. Contractor will develop training and reference materials for

its ambulance crews so that they may be able to provide referral information to patients they encounter on EMS calls.

3. Contractor will monitor and measure each performance indicator and will produce regular reports of same for the Executive Steering Council.
4. In addition to the activities listed above, Contractor will include in its annual report a listing of all the EMS community activities in which it has participated over the past 12 months.

#### C. Linguistic Access

##### 1. Policies

Contractor's policies on linguistic access shall be in writing and shall be approved by County. These policies should include, but are not limited to:

- a. Communicating with limited English proficiency (LEP) clients and their families
- b. Providing written materials, including customer surveys, in languages common in San Mateo County (e.g., Spanish, Chinese, Tagalog).
- c. Notifying receiving hospitals, prior to arrival, of the language of an incoming LEP patient.
- d. Cautions in using bystanders, families, friends as interpreters and restrictions in using minors as interpreters.

##### 2. Inventory of languages spoken:

Contractor will maintain directory of its personnel who speak languages other than English.

3. Contractor will provide a "Point to your Language" card in each ambulance and JPA first response vehicle to assist in identifying LEP clients.
4. Telephone language line – prehospital care:  
Contractor will maintain a telephone language line at its local dispatch center that may be used by its ambulance crews and by JPA first responders to assist in communicating with LEP speakers at the scene.
5. Telephone language line – patient billing and other questions  
Contractor will maintain a telephone language line which shall be available to LEP customers calling in with questions.
6. Training:  
Contractor will develop a training curricula for linguistic access, approved by County, and will ensure that all its ambulance personnel have completed the training by July 2010. Contractor shall open such training classes to JPA first responders at no cost. After June 2010 all new ambulance personnel will complete this training within their orientation. Contractor will make medical Spanish and medical Tagalog available as part of its continuing education program.

D. Cultural Competence

1. Contractor will develop training curricula on cultural competency subject to County approval.
2. All ambulance personnel will complete cultural competence training by July 2010. Contractor shall open such training classes to JPA first responders at no cost. After June 2010 all new ambulance personnel will complete this training within their orientation.

X. Ambulance Deployment

A. Initial deployment

Contractor's ambulance deployment plan consists of 1,808 unit hours per week. The plan calls for a peak deployment of 15 ambulances on duty and a minimum deployment of 7. The plan provides for no more than three ambulances staffed by crews working a 24-hour shift. The plan will remain in effect until at least October 1, 2009 unless otherwise approved by the County.

B. On-going deployment plan

This is a performance-based contract. Contractor will submit its ambulance deployment plan, also called the System Status Plan, to County. Such plan will include the number of staffed ambulances by time of day and day of week as well as the posting locations, and the number of weekly unit hours.

C. Surge Capacity

1. Contractor's Non-Emergency Ambulances

- a. In addition to the ambulances contained in the Contractor's deployment plan, Contractor shall regularly schedule two of its nonemergency ambulances with a paramedic and an advanced EMT, and will make these two ambulances available to the 911 emergency ambulance system whenever the threshold is reached for integration of the ambulances. Such threshold shall be identified by the Executive Steering Council.

b. Supplemental Transport Resources (STAR Cars)

Contractor shall place up to a maximum of four fully stocked ambulances at pre-determined locations within the County. Contractor will develop agreements with local fire agencies to staff these ambulances with fire service personnel in pre-defined paramedic training and urgent circumstances. These Agreements shall be approved by County and the details of the pre-defined and urgent circumstances will be developed by the Executive Steering Council. If all four STAR Cars are not deployed to JPA fire agencies, any remaining STAR Cars will be deployed at the Contractor's main operation site.

2. Additional Surge Resources

a. Multi-casualty incidents (MCI)

Contractor shall have plans in place, approved by the Executive Steering Council and by County, to provide additional ambulance

resources when needed for a multi-casualty incident in which the needs of the incident exceeds the resources of Contractor's local emergency and non-emergency ambulance resources. Contractor shall implement a response, using this plan, upon the request of County. The plan will include, but is not limited to:

- i. Contractor's local and regional non-emergency ambulances
  - ii. Other non-emergency ambulance providers
  - iii. Contractor's advanced life support ambulances within the Region that can be released to respond to County's multi-casualty incident without unsafely depleting the emergency ambulance resources of other regional EMS systems.
- b. Mutual aid/Automatic aid  
Contractor shall endeavor to have plans in place, approved by the Executive Steering Council and by County, to provide and accept mutual aid with adjacent jurisdictions in predefined and urgent situations. These situations and the policies and procedures governing the mutual aid/automatic aid will be developed and approved by the affected Counties, the Executive Steering Council, and the affected emergency ambulance providers.
- c. Automatic Aid  
Contractor agrees that in the event the parties identify a situation in which an Automatic Aid agreement with an adjacent jurisdiction is in the best interests of the County, Contractor will negotiate in good faith with County to provide and accept Automatic Aid with such adjacent jurisdictions.

## XI. Dispatch

- A. It being a necessary component to the implementation of this Agreement, PSC shall provide Contractor with dispatch services seven days a week, 24 hours per day, 365 days of the year. The parties agree that those communications services shall include, but are not limited to:
1. Telephone answering of 911 lines, 7 digit emergency lines, designated inter-county microwave lines and the designated EMS non-emergency business line.
  2. Resource dispatching for services provided under this Agreement, including automated status keeping and associated activity reports and inquiries.
  3. Notification/call alert by radio, Computer Aided Dispatch (CAD) or other appropriate technology, activating digital pager equipment.
  4. Hospital status monitoring.
  5. Emergency Medical Dispatch (EMD).
  6. Provide and maintain equipment necessary to dispatch operations not otherwise provided for under this Agreement.

7. Provide Contractor at its cost, remote access to dispatch voice recordings.
  8. Provide real time remote 24-hour a day access to all raw EMS data in the CAD with the ability to extract data for reporting and analysis.
  9. Provide as requested, live and/or read-only CAD access for on-duty field supervisor, field training officers and senior managers including the ability to see call notes.
- B. The parties further agree that it is in the best interests of both County and Contractor to collaborate to implement appropriate systems and technology to secure and improve emergency services for the general public. To that end, the parties agree that the Executive Steering Council shall have the authority to appoint a subcommittee whose mission shall be to establish and maintain business rules and functions associated with the provision of efficient dispatch services subject to the approval of the Executive Steering Council. The scope of the subcommittee shall include, but are not limited to:
1. Implementing policy, procedure, and technology to ensure timely and efficient dispatch of emergency vehicles.
  2. Developing quality assurance and personnel qualifications.
  3. Creating operations and performance standards including call taking protocols.
  4. Reviewing Contractor's System Status Plan (SSP) and creating appropriate protocols for implementation and modification to systems that will be needed to implement the plan. In those instances where such modification to systems require substantial cost, training, or significant staff time, the sub-committee shall advise the Executive Steering Council and request approval for the modification. The County shall have final approval authority.
  5. Exploring and implementing CAD, AVL/GPS and MDT technologies or other future technologies as they become available in support of dispatching.
  6. Develop obligations of parties to provide and maintain equipment not otherwise provided for under this Agreement.

The parties agree to participate in regular joint meetings to foster regular and open communication, to discuss and resolve challenges, and to discuss and implement quality improvement measures with the goal of improving the delivery of emergency services to the general public.

## XII. Response Time Standards, Zones, Penalties

- A. The parties agree that this is a performance based contract and that the mutual goal of the parties is to continually improve performance to better serve the residents of the County of San Mateo. To that end, the parties agree that they shall use their best efforts to collaborate

and make use of available resources to improve key indicators of quality performance such as ambulance response times, patient care and comfort, and overall customer service. Contractor further agrees that the performance criteria set forth in this section are intended as a floor for measuring minimum performance and the mutual goal of the parties is to continually exceed those minimum standards.

B. Response Time Standards

Contractor will be held accountable from the time of dispatch by PSC until the time that the ambulance notifies the dispatch center by radio (or other reliable method) that it is fully stopped at the location where the vehicle shall be parked during the incident, or in the event that staging is necessary for personnel safety, at the time the vehicle arrives at the staging area. In all incidents where the crew fails to report their arrival on scene the time of the next communication from the crew or other on-scene personnel to the dispatch center that indicates that the ambulance has already arrived at the scene shall be used as the arrival on scene time unless on scene time is validated by CAD, or MDT time stamp, radio communication recording, or AVL play back. PSC will facilitate Contractor remote access to radio communication recordings if necessary to validate on scene time.

1. Response Time Compliance Zones

There are five (5) separate response time compliance zones (see map Attachment 4 to Schedule A). Contractor must maintain monthly response time compliance of at least 90% in each of the five (5) zones for emergency ambulances. The zones consist of:

- a. Zone 1: County line South to Devil's Slide including Pacifica, Brisbane, Daly City, San Bruno, Colma, Broadmoor.
- b. Zone 2: San Francisco International Airport, Burlingame, Millbrae, Hillsborough, San Mateo, Foster City, San Mateo Bridge.
- c. Zone 3: Belmont, San Carlos, Redwood Shores, Redwood City.
- d. 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 line).
- e. Zone 5: Coastside. Includes south of Zone 1 and west of 280 down to Woodside (southern border is Santa Cruz County line).

2. Response Time Area Standards

There are three (3) types of response time areas

a. Urban/Suburban

- i. 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.

- ii. All areas along or east of Interstate 280, including Cañada Road and Edgewood Road west of 280.
- iii. Specific roads included in the urban/suburban area are: Tripp Road, Cañada Road, Alpine Road east of Hwy 35 and Los Trancos Road.
- iv. Areas along Highway 1 from Half Moon Bay north to Second Avenue Point Montara and South to Purisima Creek.
- v. Areas along Highway 1 north of Devil's Slide.
- vi. Areas along Highway 92 east of Highway 1 to Ox Mountain.
- vii. San Francisco International Airport.

b. Rural

Areas not included in Urban/Suburban above, but which are accessible by any of the following roads:

- i. Skyline Boulevard (Highway 35).
- ii. Highway 92 (between Interstate 280 and Ox Mountain).
- iii. Highway 1 between Devil's Slide and Second Avenue Montara.
- iv. Kings Mountain Road.
- v. Bear Gulch Road east from Highway 35.
- vi. Higgins Purisima Road.
- vii. Purisima Creek Road.
- viii. Portola Valley – area surrounded by the following:
  - HWY 35 / Skyline to the East
  - Interstate 280 to the East
  - The San Mateo and Santa Clara county lines to the South
  - LaHonda Road, Portola Road, and Sand Hill Road to the North

c. Remote

Areas not included in Urban/Suburban or Rural above, but outlined by the boundaries below:

- i. HWY 35 / Skyline to the East
- ii. The Pacific Ocean to the West
- iii. The San Mateo / Santa Cruz county lines to the South
- iv. Lobitos Creek Road to the North

3. Response times shall be in whole minutes with seconds. The emergency ambulance response time standards are:



Code	Area	Emergency Ambulance
3	Urban/Suburban	12:59 Minutes
3	Rural	19:59 Minutes
3	Remote	29:59 Minutes
2	Urban/Suburban	22:59 Minutes
2	Rural	59:59 Minutes
2	Remote	59:59 Minutes

#### 4. Applicable Calls

- a. All calls that are designated as Code 3 and Code 2 are applicable to the response time standards above. Each incident shall be counted as a single paramedic first response and a single ambulance response regardless of the number of ambulances and other vehicles that were actually utilized. Only the first arriving ambulance's times will be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if response time standards are exceeded at the time of cancellation or downgrade (financial penalties shall only apply pursuant to Section XII.C.4 and XII.D.).
- b. In some cases, late responses will be exempted from response time compliance reports and from any ensuing financial penalties (financial penalties shall only apply pursuant to Section XII.C.4 and XII.D.). These exemptions will be for good cause only, as reasonably determined by the County. The burden of proof that there is good cause for the exemption shall rest with the Contractor. The alleged good cause must have been a substantial factor in producing the excessive response time and must be documented in a format approved by the County. Good cause for an exemption may include, but is not limited to the following scenarios:
  - i. If a response is canceled, downgraded to a lower priority, the call may be exempted from compliance standards if response time standards have not been exceeded at the time of the cancellation or downgrade. If a call is "upgraded" again, or there is more than one priority change in a given call, then the call shall be exempted from compliance standards.
  - ii. Inaccurate dispatch information or practice when unedited dispatch records or tapes verify the following:
    - dispatcher gave incorrect call priority, address, or map coordinates that had a negative effect on response time
    - incorrect or inaccurate dispatch information received from

- a calling party or 911 Public Safety Answering Point
  - disrupted voice or data transmission
- iii. Failure to dispatch in accordance with system status plan in effect at the time of dispatch.
- iv. Inability to locate address due to non-existent or inaccurate address.
- v. CAD failure.
- vi. Unavoidable delay caused by traffic congestion due to the incident to which the vehicle is responding when there is no reasonable alternate access to the incident.
- vii. Weather conditions which impair visibility or create other unsafe driving conditions.
- viii. Unavoidable delays caused by trains.
- ix. Off-road or off-paved road locations. Performance will be measured from the time of dispatch to the time of the vehicle's arrival at the unpaved road.
- x. A declared state of emergency or disaster.

Contractor must request each response time exemption on a monthly basis with the EMS Agency within 15 days of the end of the previous month.

5. Until such time that County procures a new CAD and jointly implements with Contractor AVL/GPS technology (CAD integrated), MDT technology, ambulance selection based on direct routing of the closest ambulance to the incident, mobile on scene time stamping (store and forward), measurement of response time shall be as follows:
  - i. The PSC CAD data will be used to calculate response times. Calculation of response times shall begin at the time the following information, at a minimum, is transmitted to the vehicle crew:
    - call priority
    - exact address with map coordinates or descriptive location such as building or landmark
  - ii. A secondary voice broadcast will generally follow the initial broadcast, and may contain the following elements:
    - chief complaint
    - pertinent patient information
    - status of first responders
    - other events occurring at the scene of the call.
3. In the event that 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. The arrival on scene shall be identified as the time that the vehicle notifies the dispatch center after it is fully stopped at the location where the vehicle shall be parked during the incident, or in the event that staging is necessary for personnel safety, at the time the vehicle arrives at a staging area. A field supervisor's arrival on-scene will not be counted for "stopping the clock." Response times shall be in whole minutes and seconds.

C. Compliance with System Status Plan and Penalties

1. Contractor shall comply with its ambulance deployment/system status plan and County shall monitor Contractor's compliance. Contractor's initial plan calls for 1,808 unit hours per week. Compliance shall be based upon Contractor's staffed unit hours per month.
2. A monthly report listing the system status plan unit hours and the actual unit hours for the month will be submitted with the response time compliance report for that same month. Compliance will be measured monthly.
3. Unit hours shall be reported as follows:
  - a. Contractor shall report scheduled versus staffed unit hours to the EMS Administrator and Executive Steering Council.
  - b. If Contractor planned to staff a unit hour, but that unit hour was not staffed, the unit hour shall be deducted from the staffed total.
  - c. Any unit hour scheduled but not staffed (unplanned) at the beginning of a shift for longer than one hour shall be deducted from the staffed unit hour total. The time deducted shall be calculated from the time the unit was scheduled to be in service through the time that it notifies PSC of its availability to respond to ambulance response requests

4. Compliance Incentives

- a. The following formula will be used for the purpose of unit hour compliance incentives: actual unit hours divided by the scheduled unit hours in the most current system status plan in percentage format.

Examples:

$$\frac{7,000 \text{ Actual Unit Hours Per Month}}{7,232 \text{ Scheduled Unit Hours Per Month (31 day month)}} = 96.8\% \text{ Compliance}$$

6,675 Actual Unit Hours Per Month = 95.4% Compliance  
6,998 Scheduled Unit Hours Per Month (30 day month)

- b. Contractor shall be fined on a monthly basis for failure to maintain compliance with this plan as follows:

96-98% Compliance = \$1,000  
95-96% Compliance = \$2,000  
94-95% Compliance = \$3,000  
93-94% Compliance = \$6,000  
92-93% Compliance = \$8,000  
91-92% Compliance = \$10,000  
<91% Compliance = \$16,000  
<81% Compliance = \$24,000

- c. Additional Requirements

- i. In addition to the above fine structure, Contractor shall pay \$750.00 for any incident in which a basic life support ambulance transports a patient, rather than an advanced life support ambulance, unless the incident is a declared multiple casualty incident and an advanced life support ambulance has also responded. Payment shall be made into the Clinical Upgrade Fund.
- ii. For each calendar month, Contractor shall also pay \$300 for every one-tenth percentage point below 90% compliance in each response zone (See Section XII.B.1).
- d. In the event that Contractor is unable to staff 1808 unit hours per week, measured on a monthly basis, in accordance with Section XII.C.1 due to circumstances beyond its control, i.e. mass public safety agency hiring of Contractor's personnel in a short timeframe, Contractor shall be entitled to appeal to the Chief, San Mateo County Health System to demonstrate good cause for forgiveness of unit hour compliance incentives and establish a reasonable period of time in which Contractor will cure the defect.
- e. To ensure EMS system fiscal sustainability; in the event that transport volume decreases by one percent (1%) annually or greater, Contractor shall be entitled to meet with the County and the Executive Steering Council to reduce unit hours or expenses to achieve a revenue-neutral balance until such time as transport levels improve. Additionally, if response time compliance is above 93% aggregate, Contractor shall be entitled to reduce unit hours after consultation with the Chief, San Mateo County Health System.

- f. Notwithstanding the provisions of this section, Contractor shall remain responsible for complying with the Response Time Standards pursuant to Section XII. above.

D. Failure of Overall Contractor Performance

1. In addition to the above agreed Compliance with System Status Plan, Contractor shall submit data showing its compliance with the ambulance Response Time Standards outlined in Section XII.B above to the Executive Steering Council on a monthly basis. The ESC shall make an annual review of the aggregate response times beginning on July 1, 2010 to determine whether Contractor has maintained a 91% aggregate annual compliance across all response zones combined. If Contractor falls below 91% for ambulance response times, the ESC shall review the facts related to the compliance rate and make a recommendation to the Chief, San Mateo County Health Department as to a course of action.
2. The Chief, San Mateo County Health System shall consider the ESC recommendation pursuant to 1. above, and based on that recommendation and at his or her discretion, may institute the Fines and Penalties outlined in this Section for failure to meet Response Time Standards, in lieu of the performance requirements based on compliance with the System Status Plan of sub-section B herein. Any decision by the Chief, San Mateo County Health System to institute the Fines and Penalties of Section XII.D shall be in writing. The Fines and Penalties shall become effective 30 days after notice to the Contractor of the intent to enact the provisions of Section XII.D.
3. Following implementation of the fine structure in this section by the County, if Contractor can demonstrate six (6) consecutive months maintaining a 91% aggregate compliance across all response zones combined, the fine structure based on staffed unit hours in Section XII.C shall be reinstated.

E. Fines and Penalties in Lieu of Compliance with System Status Plan

The terms of this section shall only be operative if all the conditions in Section XII.D.1 are met.

1. This is a performance-based contract. Financial penalties shall be levied for late responses and for failure to meet response time compliance standards under Section XII.B. Contractor shall be responsible for paying County the financial penalties set forth below. Fines will not be levied for Contractor ambulance responses into the City of South San Francisco.
2. Financial Penalties
  - a. The structure for assessed penalties shall be:

- i. For ambulance responses exceeding the response time standard, the fine will be \$35 /minute to a maximum of \$750 per incident.
- d. \$750 for any incident in which a basic life support ambulance transports a patient, rather than an advanced life support ambulance, unless the incident is a declared multiple casualty incident and an advanced life support ambulance has also responded.

2. Compliance with System Status Plan

Contractor's compliance with its ambulance deployment/system status plan most recently submitted to County shall be monitored for compliance. This compliance shall be based upon unit hours per month.

For the purposes of monitoring compliance with this section, the Contractor will submit a report to the County daily listing, by day, the unit hours scheduled for deployment and the unit hours actually deployed. A monthly report listing the system status plan unit hours and the actual unit hours for the month will be submitted with the response time compliance report for that same month. Compliance will be measured monthly. The following formula will be used: actual unit hours divided by the planned unit hours in the most current system status plan in percentage format.

Contractor shall be fined on a monthly basis for failure to maintain compliance with this plan as follows:

- 96-98% Compliance = \$1,000
- 95-96% Compliance = \$2,000
- 94-95% Compliance = \$3,000
- 93-94% Compliance = \$6,000
- 92-93% Compliance = \$8,000
- 91-92% Compliance = \$10,000
- <91% Compliance = \$16,000
- <81% Compliance = \$24,000

c. Additional Incentives

- 1. For each calendar month, Contractor shall also pay \$300 for every one-tenth percentage point below 90% compliance in each response zone.
- 2. For each calendar month, County shall forgive all Contractor's fines within each response time zone in which Contractor has a response time compliance of 92% or higher.

d. Compliance with System Status Plan

Contractor shall provide notification to the County and Executive Steering Council of unit hour changes that will result in a reduction of unit hours below the initial plan of 1,808 hours weekly. Notification shall be in writing, and must be provided five (5) business days prior to implementation.

e. Payment of Fines

County will make final penalty determinations and inform the Contractor of the incidents and fines incurred on a monthly basis. Contractor shall pay County all fines within 45 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly if no payment is received after the 45 days of receipt of the notification.

E. Major Breach

Nothing in this section shall preclude County from declaring a Major Breach pursuant to paragraph 20 of the Agreement.

XIII. Financial Relationships and Fees

A. Performance Security

Contractor shall furnish performance security in the amount of \$500,000 which shall be in one of the following forms and included as Attachment 5 to Schedule A:

1. A faithful performance bond issued by a bonding organization, appropriately licensed or acceptable to the County; or
2. An irrevocable Letter of Credit issued pursuant to this provision in a form acceptable to the County.

B. Contractor's Payments to County

All below listed payments to County shall be due on the last day of each month beginning July 31, 2009. 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 foregoing amount is not greater than its actual costs of providing such service.

County may increase the fees listed in this section annually beginning July 1, 2010, however, such increases may not exceed the Consumer Price Index (CPI) I-Bay Area cost index increases for the previous year.

1. Dispatch Services

Contractor shall pay County for County's cost of emergency medical dispatch in the amount of \$787,000 per year paid in twelve (12) equal monthly installments.

Payments for dispatch services shall include the dispatching of ambulances, administration and supervision, and CAD maintenance.

In addition to the above payments, any changes to the CAD programming that require more than 30 hours of PSC staff time to complete shall be referred to the PSC Technology Committee for cost analysis, prioritization and scheduling. In the event Contractor requires installation of the change before the scheduled date set by the PSC Technology Committee, Contractor shall be responsible for staff overtime and/or outside vendor fees.

2. Radio System Maintenance

Contractor will pay County for actual costs for maintenance of EMS radio system which is \$103,582 per year paid in twelve (12) equal monthly installments.

3. Oversight and Monitoring

Contractor shall pay County for EMS program staff for oversight and monitoring by the EMS Agency services rendered in the amount of \$336,061 per year paid in twelve (12) equal monthly installments. This amount is substantially less than County's cost for providing this service, in consideration for the provision of these services provided to Contractor by County, Contractor shall be financially responsible for the emergency ambulance transport of all medically indigent patients and County prisoners.

4. Prevention Coordinator

Contractor shall pay County for services rendered by the EMS Prevention Coordinator in accordance with Section IX. B. in the amount of \$75,866 per year paid in twelve (12) equal monthly installments.

C. 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. Expenditures from the Fund shall be authorized only by the ESC. Contractor shall contribute to the Fund annually by June 30<sup>th</sup> (first funding June 30, 2010). The sources of funding will be:

1. A \$1.50 per mile charge to patients which is included in the mileage



rate below. The actual amount Contractor shall pay into the Fund will depend upon the actual annual collection rate.

2. All compliance incentive fines paid by Contractor to County pursuant to Sections XII.

D. Contractor Payments to County for JPA First Responder Services

Contractor shall remit to County \$3,743,540 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.

E. Pricing, billing, and collections

1. Patient fees

Beginning July 1, 2009, the patient procedure fees charged by Contractor for services rendered under this Agreement shall be:

Base Rate	\$1,361.64
Per Mile	33.60
Night	124.18
Oxygen	124.18
12 Lead Cardiac Monitor	128.00

Contractor may charge a flat fee of \$635.59 to patients that are not transported but to whom Contractor has rendered treatment, including but not limited to patients transported by EMS aircraft.

In addition to the above procedure fees, Contractor may charge fees for medications and expendable supplies as were utilized for the patient by Contractor or First Responders. Contractor shall submit for approval a listing of specific supply charges to the EMS Agency by the effective date of this Agreement. Throughout the term of this Agreement, Contractor shall submit all revisions of the charge list for approval by the Chief of the County Health System prior to instituting new charges. Such approval shall not be unreasonably withheld.

2. Dedicated standby

Contractor may charge a reasonable fee to the responsible party(ies) for a dedicated standby.

3. Medicare and Medi-Cal

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

4. Billing and Collections

The County shall hold Contractor responsible for humane billing and collection practices. Contractor's collection practices shall not be burdensome or oppressive and will be in accordance with all State collection laws and regulations. Contractor's accounts receivable management system will be capable of timely response to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges and other inquiries. 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.

Direct patient billing statements will be itemized so that all charges are clearly explained and each medication and supply charged to the patient will be listed separately. The accounts receivable management system will automatically generate Medicare and MediCal billing forms electronically or paper. Contractor shall not engage in on-scene collections for services at scene, en route, or upon delivery of the patient unless approved by County and in accordance with policies and procedures approved by County.

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.

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.

5. Financial Hardship Policy and County's WELL Program

Contractor shall have a written Financial Hardship Policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. Contractor shall extend discounts to patients based upon such policy and such discounts will consider federal poverty level standards, ineligibility for Medi-Cal/Medicaid or other third party coverage, as well as any extenuating circumstances.

For patients who are members of County's Wellness-Education-Linkage-Low Cost (WELL) Program, Contractor will fully discount their bill when it is presented with evidence that the patient is a WELL program member.

6. Statements

Medicare and Medi-Cal accounts receivable management system will automatically generate Medicare and Medi-Cal statements. All direct patient billing statements will be itemized so that all charges are clearly explained and each medication and supply charged to the patient will be listed separately.

7. Responsiveness

Contractor's accounts receivable management system will be capable of a timely initial 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. There will be staff available at the Contractor's local headquarters to answer questions regarding patient bills.

**Attachment 1  
List of Reports**

Area	Report Name	Occurrence		Report Features			
		Bi-Weekly	Monthly	SPC chart	Pareto chart	Description	Report
Clinical Performance	Key Protocol Compliance		X	X		X	Quarter
	STEMI Time to ED Arrival		X	X	X		
	Stroke Time to ED Arrival		X	X			
	Cardiac Arrest		X	X			
	Airway Management		X	X			
	Trauma Time to Arrival in Trauma Center		X	X			
	Minimum Patient Contacts		X	X			
Infrequent Skills				X			
Customer-Patient Satisfaction	Customer Satisfaction Written Survey		X	X		X	
Response Time Performance	Fractile Response Time		X	X			
	Late Call Analysis Bi-Weekly Response Time Performance Report	X	X		X		
Injury/Illness Prevention and Community Education	Adult and Pediatric Asthma Self-Management		X	X			Annual
	Promote Fall Prevention in Seniors		X	X			Annual
	Stop Smoking		X	X			
	Reduce Transmission of Communicable Dis.		X	X			
Human Resources	Head Count		X	X			Quarter
	Employee Satisfaction Survey			X		X	
	Turnover Rate		X	X			
Safety	Employee Injuries		X	X			
	Lost Time Due to Injuries		X	X			
	Patient Safety Strap Compliance		X	X			
	Vehicle Contacts		X	X			
	Workload Measures		X	X			
Fleet, Equipment Performance and Materials Management	Critical Vehicle Failures		X	X			
	Critical Equipment Failures		X	X			
	Preventative Maintenance		X	X			
Finance	Total Number of Transports		X	X			Quarter
	Medical Supply Costs Per Transport		X	X			
	Quarterly Financials					X	
Unusual Occurrences, Incidents, and Complaint Management	Unusual Occurrences, Incidents, or Complaints Reported Each Month		X	X	X		
	Incident or Unusual Occurrence Report		X	X			
Leadership	Employee Satisfaction Survey			X		X	Quarter

**Attachment 2**  
**Contractor's Job Descriptions**

## **American Medical Response Position Description**

**Job Title:** Divisional Chief Operating Officer (DCOO)    **Status:** Exempt  
**Reports To:** AMR Executive Vice President (EVP)

**SUMMARY:** The Divisional Chief Operating Officer (DCOO) is responsible for providing strategic direction and management to assigned Divisional and Business Unit leadership. The DCOO must work to meet the objectives and support the goals of the organization. Success can be realized by ensuring internal and external customer satisfaction, developing/retaining market share, and embracing AMR's mission.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Management of the divisional General Managers (GM's), who in turn oversee the respective employee and customer base.
- Develops operating and capital budgets and re-allocates resources on an on-going basis to optimize use of available resources.
- Responsible for coordinating and monitoring overall system performance to ensure highest standards of service.
- Ensure that proper succession planning within the assigned areas takes place.
- Demonstrates that internal customers are as valuable as external customers; projects appreciation and respect for all team members.
- Formulates and balances short- and long-term goals for the operating division which are consistent with the overall AMR' strategic direction.
- Effectively communicates strategy, AMR Strategic Plan, and objectives to employees.
- Develops the talent and skills of GM's, other leaders, and employees by offering training opportunities in order to increase the bench strength of the division and AMR.
- Hires and promotes a diverse workforce by monitoring employment decisions for consistency and fairness.
- Monitors quality of personnel to ensure proper patient care.
- Maintain current knowledge of regulatory issues relevant to the Emergency Medical Services (EMS) industry.
- Anticipates changes in level of care and the current business environment, and allocate resources to ensure timely and effective service delivery.
- Recognizes employee efforts and celebrates successes.
- Acts as a role model for teamwork and collaboration and sets the expectation that employees will work collaboratively.
- Stays abreast of relevant and current business, market place and financial and profitability information.
- Networks to build, maintain, and nurtures relationships with the appropriate political and community leaders and participants.

- Develops, implements, and monitors methods for ensuring customer satisfaction; including contract compliance.
- Negotiates and resolves issues associated with contracts.
- Responds to critical issues personally.
- Establishes innovative approaches to bring new services to market.
- Reports results and salient information to National management and staff.
- Takes the initiative to make mid-course corrections by adjusting plans and drawing on all internal and external resources available to meet profitability goals.
- Procures and provides resources (e.g., equipment, training, and people) to meet operational needs and support profitable growth and retention objectives.
- Makes decisions that reflect an understanding of the various stakeholder perspectives.
- Establishes and implements plans to grow revenues through increased market share and profitable contracting.
- Develops and maintains processes that monitor operations and provides real time warnings of business changes.
- Encourage employee involvement at all levels of the organization.
- Establishes an environment that facilitates the prevention and effective resolution of unproductive conflict between stakeholders.
- Develops self through continuing education and training, thereby setting an example of continuous improvement.
- In a participative environment, develops action plans to meet goals; including setting priorities and conveying clear expectations.
- Monitors progress and provides useful feedback and coaching on performance. Monitors direct reports to ensure their feedback and coaching to their employees is appropriate.
- Champions initiatives for change.
- Promotes excellence and quality improvement.
- Frequent travel required.
- Develops and promote processes for two-way communication between employees at all levels.
- Effective information systems security is a team effort involving the participation and support of every AMR employee who deals with information and/or information systems. It is the responsibility of every computer user to:
  - Know and follow Information Systems security policies and procedures
  - Attend Information Systems security training, when offered
  - Report information systems security problems
- Adheres to all company policies and procedures
- Within assigned operations, directs the development of the company financial, acquisition, business development, fleet, communications



center, safety, strategic planning, human resource, clinical, customer relations, operational goals, objectives, policies and procedures.

- Participates in the formulation of proposed EBITDA performance expectations within the assigned operating areas. Monitors corporate-approved EBITDA performance and takes immediate, proactive measures to align expenditures, business development strategies, etc to achieve or exceed EBITDA expectations.

**NONESSENTIAL RESPONSIBILITIES:**

- Performs other related duties as assigned.

**MINIMUM QUALIFICATIONS:**

Bachelor's degree in business, healthcare or appropriate field of study or at least six years of executive operations experience. Minimum of five years in general management experience, including financial management (profit and loss, budgeting) and employee supervision. Demonstrated, effective track record cultivating relationships with internal and external customer-base. Effective oral, written and interpersonal communication skills. Demonstrated progressive movement in career path. Driving record in compliance with AMR policy. The following qualifications are desired: experience in marketing, experience in a turnaround or start-up situation, experience in a service industry, and advanced education degree (e.g., MBA).

**PHYSICAL REQUIREMENTS:**

Frequently: Reading, walking inside, seeing.

Constantly: Hearing/listening, clear speech, sitting.

**STRESS FACTORS:**

Frequently: Intense tasks, busy environment.

Constantly: High pressure.

**WORKING ENVIRONMENT:**

Occasionally: Extended day.

Constantly: Works alone, with and around others, face-to-face and verbal contact, inside.

**MENTAL REQUIREMENTS:**

Frequently: Analyzing, decision making.

Constantly: Simple reading and writing, high math and writing skills, clerical, memorization, perception/computation, problem solving, simple math skills, judgment, reasoning.

**EQUIPMENT USED:**

Occasionally: Terminal, facsimile, computer/typewriter, keyboard, stapler, 3 hole punch, sharpener, calculator.

Frequently: Telephone, pager, cell phone.

## **AMERICAN MEDICAL RESPONSE POSITION DESCRIPTION**

**POSITION:** General Manager

**REPORTS TO:** Divisional COO

**FLSA STATUS:** Exempt

**Summary:** Purpose of this position is to manage the day-to-day operations and to execute and implement the business strategy. A General Manager will be responsible for ensuring internal and external customer satisfaction, and positive community relations. This position will ultimately be responsible and accountable for the growth and ongoing success of the business.

### **Essential Duties and Responsibilities**

- Demonstrate that internal customers are as valuable as external customers; project appreciation and respect for all team members.
- Analyze markets and develop plans which match the supply of out-of-hospital healthcare services appropriately to meet customer demands
- Ensure optimal service levels to agencies, hospitals, and the medical community. Analyze information regarding customer satisfaction, modify processes, and counsel employees to ensure high levels of customer service.
- Negotiate contract provisions and modifications. Participate in the resolution of issues with members of community and political groups and other agencies.
- Keep current on industry trends that have potential impact on the division.
- Plan, control and monitor operating budgets for assigned areas of responsibilities.
- Direct and integrate clinical management.
- Design, implement and maintain processes to maximize quality of operations.
- Ensure compliance with AMR policies and procedures.
- Ensure continuous quality improvement through clinical management, communications center, and protocol interaction.
- Establish a program for disaster planning and take control of situations as needed during times of disaster.
- Interact with other emergency relief providers: public and private.
- Establish goals and objectives for field operations based upon communicated goals and strategies for the region, and clearly communicate these goals and objectives to the appropriate employees.
- Manage the recruitment, retention, development, and formal recognition of employees.
- Provide direction, clarity of expectations and coaching to supervision.
- Manage employee performance by setting and communicating standards, measuring results and providing feedback.

- Act as a resource to employees in resolving problems and increasing effectiveness.
- Participate in the resolution of labor disputes and ensure effective relationships with union representatives.
- Ensure consistent and fair treatment of employees.
- Role model appropriate behavior.
- Monitor and ensure compliance with OSHA, EEO, and other applicable local, state, and federal laws governing business and employee relations.
- Modify jobs or roles of supervisor and field employees to increase job satisfaction and employee development.
- Actively develop, train and promote the use of work teams for process improvement.
- Ensure effective, timely and cost-efficient contract administration.
- Volunteer in community activities.
- Share information with others in the region, other AMR operating companies, and Corporate, to increase the use of best practices.
- Monitor and make appropriate modifications in processes to manage success measures.
- Implement changes to integrate operational initiatives associated with organizational strategy.
- Establish plans and implement specific actions to assist in the quick, effective integration of new companies into the AMR family.
- Ensure effective risk management (e.g., workers' compensation, safety) through proactive education and training programs.
- Manage inventory (including the fleet of vehicles) in a cost-effective manner.
- Administer the capital budget to ensure effective use of available resources.
- Responsible for cost control through the use of data and the execution of business strategies.
- Participate in marketing activities and business development to increase revenues and decrease costs.
- Prepare and analyze financial and other data reports. Make modifications to operations to contain costs.

### **Non-Essential Duties and Responsibilities**

- Perform other related duties as assigned.

### **Minimum Qualifications**

- Minimum of three years in general management experience, including financial management and employee supervision. Demonstrated effective track record cultivating relationships with internal and external customer-base. Minimum of two years emergency medical operations experience. Knowledge of Risk and Safety, HR, Revenue Management, Fleet Management, Logistics Management and union environments. Detailed

understanding of business modeling, proformas, P&L statements and balance sheets. Strong understanding of sales lead strategy and closure. Bachelor's degree in business, healthcare or appropriate field of study preferred.

- Driving record in compliance with AMR policy regarding insurability.
- Effective oral, written, and interpersonal communication skills.

**PHYSICAL REQUIREMENTS:**

Frequently: Reading, walking inside, seeing.

Constantly: Hearing/listening, clear speech, sitting.

**STRESS FACTORS:**

Frequently: Intense tasks, busy environment.

Constantly: High pressure.

**WORKING ENVIRONMENT:**

Occasionally: Extended day.

Constantly: Works alone, with and around others, face-to-face and verbal contact, inside.

**MENTAL REQUIREMENTS:**

Frequently: Analyzing, decision making.

Constantly: Simple reading and writing, high math and writing skills, clerical, memorization, perception/computation, problem solving, simple math skills, judgment, reasoning.

**EQUIPMENT USED:**

Occasionally: Terminal, facsimile, computer/typewriter, keyboard, stapler, 3 hole punch, sharpener, calculator.

Frequently: Telephone, pager, cell phone.

## AMERICAN MEDICAL RESPONSE POSITION DESCRIPTION

**JOB TITLE:** Operations Manager

**REPORTS TO:** General Manager

**FLSA STATUS:** Exempt

---

**SUMMARY:** With the guidance of the General Manager, the Operations Manager will provide leadership and direction to the field and department staff to fulfill the American Medical Response mission and “total patient care” concept. Promote a positive environment for employee relations through teamwork and peer driven excellence, reinforce constructive and professional relationships with fire services, hospitals and other members of the EMS team and ensures compliance with the County Contract.

---

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Ensure compliance with local policies and procedures.
- Ensure compliance with the terms of the County Contract.
- Interpret and enforce labor contract and local company policies.
- Ensure compliance with county EMS regulations, as well as, other federal and state guidelines.
- Serve on committees or work groups - attend pertinent functions as requested or required.
- Prepare reports, charts, graphs or other information relative to location operational issues.
- Adhere to all company policies and procedures.
- Assist in preparation of annual budgets and strategic system planning.
- Interact with allied agencies, hospitals and the general public.
- Review data, reports and statistical information, analyze trends and render recommendations pertinent to operational effectiveness.
- Manage financial resources, adherence to location fiscal year budget.
- Assists with administration of the controlled substance program.
- Acts as Liaison with Human Resources Department.
- Maintains Master schedule rosters.
- Conducts and coordinates employee recruitment and hiring.
- Assist in completion of processing check requests, supervisory changes, employee changes, leave of absences and termination forms.
- Effective information systems security is a team effort involving the participation and support of every AMR employee who deals with information and/or information systems. It is the responsibility of every computer user to:
  - Know and follow Information Systems security policies and procedures
  - Attend Information Systems security training, when offered
  - Report information systems security problems

## **SUPERVISORY RESPONSIBILITIES:**

- Coordinate and direct the activities of the Operations Supervisors and subordinate staff, applying fundamentals of leadership and supervision while promoting teamwork.
- Schedule and conduct local management staff meetings or training sessions.
- Evaluate personnel in the performance of their duties. Provide counseling, remedial training or disciplinary measures as necessary.
- Participate in grievance and arbitration proceedings.
- Conduct interviews and be involved in personnel selection processes.
- Address complaints and resolve problems.
- Mentor employees, conduct performance evaluations if applicable, counsel and provide disciplinary actions to assigned personnel with a goal of developing a team oriented approach with positive results.
- Assist in driving performance management.
- Comply with all employment laws and support affirmative action / equal opportunity and diversity goals.

## **MINIMUM QUALIFICATIONS:**

High School Diploma or GED. Bachelor's degree in business, healthcare or appropriate field of study or equivalent experience preferred. Minimum of two years in general supervisory experience, including financial management and employee supervision. Demonstrated effective track record cultivating relationships with internal and external customer-base. Minimum of three years emergency medical operations experience. Driving record in compliance with AMR policy regarding insurability. Effective oral, written, and interpersonal communication skills. Maintain valid State of California Paramedic Certification or EMT-1 Certification, as well as any and all other licenses and certification required by field personnel.

## **PHYSICAL REQUIREMENTS:**

Frequently: Reading, walking inside, seeing.

Constantly: Hearing/listening, clear speech, sitting.

## **MENTAL REQUIREMENTS:**

Frequently: Analyzing, decision making.

Constantly: Simple reading and writing, high math and writing skills, clerical, memorization, perception/computation, problem solving, simple math skills, judgment, reasoning.

## **STRESS FACTORS:**

Frequently: Intense tasks, busy environment.

Constantly: High pressure.

**EQUIPMENT USED:**

Occasionally: Terminal, facsimile, computer/typewriter, keyboard, stapler, 3 hole punch, sharpener, calculator.

Frequently: Telephone, pager, cell phone.

## **AMERICAN MEDICAL RESPONSE POSITION DESCRIPTION**

**JOB TITLE:** Performance Manager

**REPORTS TO:** General Manager

**FLSA STATUS:** Exempt

**SUMMARY:** Under the direction of the General Manager, the Performance Manager will conduct data analysis, oversee reporting, administrative and office operations. In addition, the Performance Manager will coordinate Pre-billing activities, assist with public relations and marketing activities, and will be responsible for developing employee communication bulletins.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Maintain local personnel records and database.
- Supervises all office activities.
- Perform data analysis and prepare various periodic reports and documents for review by General Manager and Executive Steering Council. These may include response time performance analysis, late call analysis, bi-weekly County reports, weekly vehicle maintenance, dispatch discrepancies, tag accuracy, city and county reports, payroll statistics, employee statistics, call volume and other related reports.
- Maintains/modifies Personnel Policies and Standard Operating Procedures.
- Assists with public relations activities and marketing functions.
- Receive incoming service issues calls and assist caller with information requests.
- Assists with PCR accounting and paperwork tracking.
- Adhere to all company policies and procedures.
- Develop and produce employee information bulletins.
- Assist with special event contracting and scheduling.
- Performs duties of Infectious Disease Control Officer.
- Performs duties of Safety Officer and coordinates safety related functions.
- Disaster Coordinator.
- Effective information systems security is a team effort involving the participation and support of every AMR employee who deals with information and/or information systems. It is the responsibility of every computer user to:
  - Know and follow Information Systems security policies and procedures
  - Attend Information Systems security training, when offered
  - Report information systems security problems

**SUPERVISORY RESPONSIBILITIES:**

- Supervises Receptionist/Clerk position and related functions.



- Supervises Prebilling personnel and related functions.
- Assist with employee investigations and grievance hearings.
- Mentor employees, conduct performance evaluations if applicable, counsel and provide disciplinary actions to assigned personnel with a goal of developing a team oriented approach with positive results.
- Assist in driving performance management.
- Comply with all employment laws and support affirmative action / equal opportunity and diversity goals.

**MINIMUM QUALIFICATIONS:**

High school diploma or equivalent (GED). Must be at least 18 years of age. Minimum of two (2) years experience with office related duties and two (2) years related EMS Field experience. Working knowledge of Microsoft Word, Excel, and Publisher software programs required. Effective oral, written and interpersonal communication skills.

**PHYSICAL REQUIREMENTS:**

Occasionally: Touching, walking outside, typing 35 wpm.  
 Frequently: Walking inside, reaching, kneeling, stooping, bending.  
 Constantly: Hearing/listening, clear speech, sitting, seeing.

**MENTAL REQUIREMENTS:**

Occasionally: Complex reading and writing, memorization, high math skills.  
 Frequently: Simple reading and writing, problem solving, judgment, reasoning, decision making.  
 Constantly: Analyzing, perception/computation, complex math skills.

**STRESS FACTORS:**

Occasionally: Repetitive tasks, high pressure.  
 Frequently: Intense tasks.

**EQUIPMENT USED:**

Occasionally: Facsimile, telephone, autodialer  
 Frequently: Copy machine.  
 Constantly: Computer/typewriter, keyboard, calculator, stapler, 3 hole punch, stamping, sharpener.

**WORKING ENVIRONMENT:**

Occasionally: Works with others, extended day.  
 Frequently: Works alone, face-to-face contact with others.  
 Constantly: Works around others, verbal contact with others, inside.

## **AMERICAN MEDICAL RESPONSE POSITION DESCRIPTION**

**JOB TITLE:** Clinical Education Services Manager

**REPORTS TO:** General Manager

**FLSA STATUS:** Exempt

**SUMMARY:** Reporting to the General Manager, the Clinical Education Services Manager will plan, coordinate, and direct Clinical Quality Improvement activities designed to ensure continuous delivery of clinical services consistent with established standards.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Review clinical data each morning to identify clinical issues and plan appropriate intervention.
- Review patient care reports as directed by established guidelines.
- Analyze statistical data and clinical and procedural specifications to determine present standards and establish proposed quality and reliability expectancy of services rendered.
- Direct and conduct special studies for the purpose of analyzing available data to identify clinical performance above or below the expected standards of care. Identifies trends and determines the nature or origin to be either a system or individual issue, or a combination of the two.
- Formulate and maintain quality improvement objectives and coordinates objectives with patient care procedures in cooperation with other managers to maximize clinical and procedural reliability and minimize costs associated with excessive risk or liability.
- Coach personnel to engage and participate in inspection and monitoring activities to ensure continuous adherence to clinical standards of quality patient care.
- Plan, promote, and organize training activities related to intervention, remediation and employee self-improvement to promote improved service quality and reliability.
- Maintain frequent communication, both written and verbal, with field personnel about issues of patient care. Personal interaction with field employees, to highlight positive issues as well as areas of concern accomplished via unit ride-alongs with direct observation and evaluation of patient care services.
- Investigate and respond to complaints regarding the quality of patient care or clinical services rendered.
- Establish and maintain clinical files on clinical personnel. Create and catalog clinical information about the clinical performance of personnel.
- Liaison with contractors, regulatory agencies, and healthcare facilities in matters of quality assurance and quality improvement, maintains frequent written and verbal communication.

- Attend and participate in structured patient care audits and organized external quality assurance or quality improvement activities.
- Supervise and facilitate a peer review and or QLC committee for the purpose of promoting employee intervention into the improvement of clinical services.
- Effective information systems security is a team effort involving the participation and support of every AMR employee who deals with information and/or information systems. It is the responsibility of every computer user to:
  - Know and follow Information Systems security policies and procedures
  - Attend Information Systems security training, when offered
  - Report information systems security problems

**MINIMUM QUALIFICATIONS:**

High school diploma or GED. Minimum of 18 years of age. Bachelor's degree in health related field or education and two to four years experience in out-of-hospital care is preferred. Effective oral, written and interpersonal communication skills. Current California licensure as a Paramedic (MICP or EMT-P) is required. Current provider level recognition in Basic Cardiac Life Support (BCLS), Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and Basic Trauma Life Support (BTLS) or Pre-Hospital Trauma Life Support (PHTLS) is also required. Instructor and/or Affiliate Faculty appointments in these specialties are preferred. Alternative licenses or certifications will be considered. (i.e., Registered Nurse, Mobile Intensive Care Nurse, Physician's Assistant, or Physician, etc.) Functional competency with personal computers and ability to type at 40 words per minute is required. Proficiency with software programs such as Microsoft Office, Windows 98/NT, Access, Excel, PowerPoint, etc. is preferred.

**PHYSICAL REQUIREMENTS:**

Occasionally: Walking inside, carrying no greater than 100 pounds, kneeling, stooping, bending, leaning.

Frequently: Hearing/listening, clear speech, touching, typing.

Constantly: Sitting, seeing.

**MENTAL REQUIREMENTS:**

Occasionally: Analyzing, simple math skills, judgment, decision making.

Frequently: Simple writing.

Constantly: Simple reading, clerical.

**STRESS FACTORS:**

Occasionally: Repetitive tasks, high pressure.

Frequently: Intense tasks.

**EQUIPMENT USED:**

Occasionally: Digital paging terminal, facsimile, calculator, copy machine, stapler, 3 hole punch, stamping, sharpener, switchboard, printers.  
Frequently: Computer/typewriter, keyboard, telephone.

**WORKING ENVIRONMENT:**

Occasionally: Works with others, extended day.  
Frequently: Works alone, face-to-face contact with others.  
Constantly: Works around others, verbal contact with others, inside.



## AMERICAN MEDICAL RESPONSE POSITION DESCRIPTION

**JOB TITLE:** CES Training Specialist

**DEPARTMENT:** Clinical & Educational Services, San Mateo

**REPORTS TO:** San Mateo CES Specialist

---

**SUMMARY:** Under the supervision of the CES Manager in San Mateo the CES Training Specialist will be responsible for developing and conducting required training programs for out-of-hospital employees of San Mateo County. Under the Supervision of the Clinical Education Manger in San Mateo the CES Training Specialist will plan and execute all matters of CQI.

---

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

### Training Component:

- Formulates teaching outline and determines instructional methods such as individual training, group instruction, lectures, demonstrations, conferences, meetings, and workshops.
- Organizes, creates and updates training manuals and documents.
- Develops and/or utilizes teaching aids such as training handbooks, demonstration models, multimedia visual aids, computer tutorials, and reference works.
- Conducts training sessions covering specified areas such as new employee orientation, Corporate Academy hazardous materials, infection control, illness and injury prevention, safety, documentation, internship and precepting, ACLS, PALS, PEPP, BTLs, ITLS/PHTLS/BTLs, CPR, MCI, CBIT, OSHA, HIPAA, corporate compliance, code of conduct, health and safety practices, public relations, refresher and upgrade training.
- Measures progress and evaluates effectiveness of training programs.
- Monitors progress of employees during training periods.
- Processes Continuing Education certificates of completed training.
- Updates Rig Checkout/minimum equipment lists for BLS and ALS.

### Coordinator Component:

- Plans, coordinates & directs Clinical Quality Improvement activities.
- Manages database programs such as Virtual Solution Manager, MEDS (some counties) and Equip. (some counties).
- Liaison with local agencies and departments.
- Manages Clinical Investigations and Safety and Risk reporting.
- Works with AMR and EMS Medical Directors to create, maintain and update clinical policy and protocol.
- Other duties as assigned by the Director.

*The statements in this document are intended to describe the general nature and level of work performed by individuals assigned to this classification. They are not intended to be construed, as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This document in no way constitutes a contract of employment. American Medical Response reserves the right to modify position descriptions, policies, or any other procedural documents at any time, for any reason, without prior notice.*

## **AMERICAN MEDICAL RESPONSE POSITION DESCRIPTION**

**JOB TITLE:** Medical Director

**REPORTS TO:** General Manager

**FLSA STATUS:** Consultant

**SUMMARY:** The Medical Director serves as a medical consultant to Operations and Clinical & Educational Services. The Medical Director also monitors day-to-day activities of the training department to include continuing education programs and the preceptor program as well as advise the Operations Department in regards to field operations and pre-hospital medical care.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Shall use best effort, within the community and state standards to perform each and every duty which is required by statute, regulation, company rules, regulations, and bylaws, as well as those recommended by other accrediting bodies and relevant professional organizations.
- Supervise the professional medical operation of emergency medical system as requested.
- Make or direct the making of such reports and records as may be required by AMR and/ or regulatory bodies, whether public or private.
- Advise and assist in the organization and implementation of an effective utilization review program and perform utilization review services.
- Participate in committees as requested.
- Foster the maintenance of consistently high quality services, and advise and assist in the development of a comprehensive quality improvement program. This will include frequent consultation with Clinical & Educational Services personnel regarding clinical investigations, employee remediation, performance improvement plans and that status of clinical privileges.
- Assist with the development of company rules, if requested.
- Assist in the design and development of patient information forms, medical record forms, and consent forms for use in the field or for company purposes.
- Strive to ensure that appropriate medical record entries are made concerning all examinations, procedures and other services performed by personnel.
- Undertake activities, as reasonably requested, involving professional contacts with physicians, hospitals, public health agencies, paramedic associations, nursing associations, and state and local medical societies in order to apprise such individuals and groups of the nature and availability of facilities and services of AMR and facilitate the exchange of information on patient care, administration, medical policy, and utilization review. Meet with city, county or elected officials and/ or organizations on behalf of AMR as reasonably requested.
- Develop lines of communication with departments to ensure harmonious interactions related to medical care.

- Assist with preparation of annual reports, operating and annual budgets (including projection of both revenue and expenditures), as may be requested.
- Use best effort to perform all obligations in accordance with the budget established.
- When requested, cooperate with and assist other members of AMR in the preparation of clinical and other reports for publications.
- Use best effort to elevate the standing of AMR in the fields of emergency medicine and pre-hospital or out-of-hospital care.
- Give technical advise and assistance as may be requested to facilitate the installation of equipment, expansion of services, as well as general strategic planning.
- In a back-up capacity only, to other Independent Contractors assigned this primary task, authorize, supervise and approve the purchase of necessary medications for pre-hospital use in accordance with the full scope of authorized practice throughout the Region in the jurisdictions where ambulance service is provided. Narcotics and controlled medications are specifically included in this agreement and the Medical Director will be responsible for approving all local implementation plans for the distribution & handling of controlled substances.
- Advise and assist in other special medical /administrative projects as requested; such as investigating trends and developments in emergency medicine practices and techniques, innovative approaches that improve quality of care, and immediate and long range planning for emergency medical services.
- Fulfill all Medical Director functions associated with the operation of any AMR communications centers (dispatching centers or call triage) and Critical Care Transport (CCT) operations within the defined area.
- Adhere to all company policies and procedures.
- Effective information systems security is a team effort involving the participation and support of every AMR employee who deals with information and/or information systems. It is the responsibility of every computer user to:
  - Know and follow Information Systems security policies and procedures.
  - Attend Information Systems security training, when offered.
  - Report information systems security problems.

**MINIMUM QUALIFICATIONS:**

Master's degree (MA), or equivalent of four to ten years related experience and/or training in the EMS industry or equivalent combination of education and experience. The employee will be board certified (in applicable area) as well as state licensed physician. Ability to read, analyze, and interpret common scientific and technical journals, financial reports and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of director.

Ability to apply advance mathematical operations to such tasks as frequency distribution, determination of test reliability and validity, analysis of variance, correlation techniques, sampling theory and fact analysis. Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Effective oral, written and interpersonal communication skills. Supervisory experience is preferred. ACLS/PALS and BLS/AED Instructor Certificates is also preferred. Budgeting, P%L Analysis, Team Building Skills, experience in a healthcare, managed care, hospital, and/or health insurance environment, public speaking experience, and working knowledge of Microsoft Excel for Windows is also preferred.

**STRESS FACTORS:**

Occasionally: Repetitive tasks, high pressure

Frequently: Intense tasks.

**PHYSICAL REQUIREMENTS:**

Occasionally: Walking inside, carrying no greater than 25 pounds, kneeling, stooping, bending, and leaning.

Constantly: Hearing/listening, clear speech, touching, typing, sitting, seeing, flexibility-upper body.

**WORKING ENVIRONMENT:**

Occasionally: Works with others, extended day.

Frequently: Works alone, face-to-face contact with others.

Constantly: Works around others, verbal contact with others, inside.

**MENTAL REQUIREMENTS:**

Occasionally: Analyzing, simple math skills, judgment, and decision-making.

Frequently: Simple writing.

Constantly: Simple reading, clerical

**EQUIPMENT USED:**

Occasionally: Digital paging terminal, fax, calculator, copy machine, stapler, 3 hole punch, stamping, sharpener, switchboard, and printers

Constantly: Computer/typewriter, keyboard, telephone





## AMERICAN MEDICAL RESPONSE POSITION DESCRIPTION

**JOB TITLE:** Electronic Patient Care Record Specialist **DATE:** 01/06  
**DEPARTMENT:** Operations  
**REPORTS TO:** General Manager **FLSA STATUS:** Exempt

---

**SUMMARY:** The Electronic Patient Care Record Specialist oversees and coordinates the MEDS clinical electronic data system for San Mateo County. ePCR Specialists are responsible for all aspects of supporting and managing ePCR applications at AMR locations including deployment planning and execution, workstation maintenance, customer support, issues identification, liaison to software developers for change requests, end user training, and testing.

---

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Installation, setup and technical support for all components of ePCR solution including ePCR software, ePCR viewer, and hardware. Responsible for issues tracking and budget recommendations for hardware needs. *Responsible for timely resolution of all trouble tickets related to supported solutions.*
- Provide Technical support for desktops, phones, MDTs and other technology related hardware/software.
- Interface to customers including EMSA, key system stakeholders, counties, fire departments, police departments, hospitals and insurance companies as required to ensure that contractual requirements for ePCR deployments and/or reporting or other requirements are met.
- End user training to ensure that product is used in most efficient manner and produces accurate results.
- Point of contact for local operations management, users and customers to report/discuss issues and act as liaison to software developers and IT management to ensure that product bugs and enhancements are recorded, presented to Change management committee, tested if fixed and tracked.
- Adheres to all company policies and procedures.
  - Effective information systems security is a team effort involving the participation and support of every AMR employee who deals with information and/or information systems.

### MINIMUM QUALIFICATIONS:

BS or BA in computer science or related field, or 6 years equivalent experience. Effective organization, oral, written, and interpersonal communication skills. 2 years of clinical and medical terminology-related experience and two years Microsoft Project and Business Objects experience preferred.

### STRESS FACTORS:

Occasionally: Repetitive tasks, high pressure  
Frequently: Intense tasks.

*The statements in this document are intended to describe the general nature and level of work performed by individuals assigned to this classification. They are not intended to be construed, as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This document in no way constitutes a contract of employment. American Medical Response reserves the right to modify position descriptions, policies, or any other procedural documents at any time, for any reason, without prior notice.*

**PHYSICAL REQUIREMENTS:**

Occasionally: Walking inside, carrying no greater than 25 pounds, kneeling, stooping, bending, and leaning.

Frequently: Hearing/listening, clear speech, touching, typing, traveling

Constantly: Sitting, seeing.

**WORKING ENVIRONMENT:**

Occasionally: Works with others, extended day.

Frequently: Works alone, face-to-face contact with others.

Constantly: Works around others, verbal contact with others, inside.

**MENTAL REQUIREMENTS:**

Occasionally: Analyzing, simple math skills, judgment, and decision-making.

Frequently: Simple writing.

Constantly: Simple reading, clerical

**EQUIPMENT USED:**

Occasionally: Digital paging terminal, fax, calculator, copy machine, stapler, 3 hole punch, stamping, sharpener, switchboard, and printers

Constantly: Computer/, keyboard, telephone

*The statements in this document are intended to describe the general nature and level of work performed by individuals assigned to this classification. They are not intended to be construed, as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This document in no way constitutes a contract of employment. American Medical Response reserves the right to modify position descriptions, policies, or any other procedural documents at any time, for any reason, without prior notice.*

## **AMERICAN MEDICAL RESPONSE POSITION DESCRIPTION**

**JOB TITLE:** Director of Purchasing and Materials

**REPORTS TO:** General Manager

**FLSA STATUS:** Exempt

---

**SUMMARY:** The Director of Purchasing and Materials is responsible for the development and execution of policies and procedures to ensure the effective management of facilities and equipment leases and the procurement, inventory control and distribution of disposable supplies and capital equipment.

---

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Develop and maintain cost effective purchasing and materials management processes and systems to sustain the delivery of quality service.
- Build confidence in the effectiveness of procurement and distribution systems among Operations and Administration personnel.
- Coordinate with the AMR National Director of Purchasing to implement and monitor corporate wide Purchasing initiatives including national contracting.
- Consult with the National Director on regional matters that may impact or deviate from national policy.
- Develop and maintain methods to effectively manage the more than 400 properties under lease throughout the Region. Lead project planning teams in the identification and development of new properties. Assist operations management in the identification of facilities maintenance services.
- Prepare annual departmental operating budgets and manage the department within the parameters of such budget.
- Assist in the development and management of a \$15 million regional capital equipment budget.
- Provide guidance to operations personnel in the management of a \$3 million medical supply inventory.
- Assist operations management in the selection and training of materials management staff.
- Negotiate service agreements and contracts with vendors for the maintenance of biomedical, office, computer, and communications equipment used in ambulance operations. Develop standard specifications for the solicitation of requests for proposals.
- Manage vendor selection and relations to ensure reliable delivery and product availability.
- Manage issuance and reporting under the AMR credit card program. Manage the region's interface with the Corporate accounts payable department including the recurring accounts payable process.

- Perform cost/benefit analyses to support product selection decisions.
- Adhere to all company policies and procedures.
- Effective information systems security is a team effort involving the participation and support of every AMR employee who deals with information and/or information systems. It is the responsibility of every computer user to:
  - Know and follow Information Systems security policies and procedures
  - Attend Information Systems security training, when offered
  - Report information systems security problems

**SUPERVISORY RESPONSIBILITIES:**

- Coordinate and direct the activities of the Purchasing staff, applying fundamentals of leadership and supervision while promoting teamwork.
- Perform or coordinate fair and impartial investigation of incidents, personnel matters, complaints, and ensure their timely resolution.
- Hire, promote, evaluate, discipline, and terminate employees as per AMR policy.
- Evaluate personnel in the performance of their duties. Provide counseling, remedial training or disciplinary measures as necessary.
- Address complaints and resolve problems.
- Mentor employees, conduct performance evaluations if applicable, counsel and provide disciplinary actions to assigned personnel with a goal of developing a team oriented approach with positive results.
- Assist in driving performance management.
- Comply with all employment laws and support affirmative action/equal opportunity and diversity goals.

**MINIMUM QUALIFICATIONS:**

High School Diploma or GED. Minimum of five years of management experience in purchasing or materials management. Bachelor's Degree in Business or related field or equivalent experience. Effective oral, written, and interpersonal communication skills. Proficient in Microsoft Word, Excel, & Access as well as experience with financial accounting systems. Knowledge of facility issues such as leasing, structural repairs, and general maintenance. Inventory management and control experience. Real estate property management and facilities relocation experience. Some financial background with budgetary responsibilities. Previous experience in healthcare and/or purchasing of bio-medical equipment and/or supplies is preferred.

**PHYSICAL REQUIREMENTS:**

Frequently: Reading, walking inside, seeing.  
Constantly: Hearing/listening, clear speech, sitting.

**MENTAL REQUIREMENTS:**

Frequently: Analyzing, decision making.

Constantly: Simple reading and writing, high math and writing skills, clerical, memorization, perception/computation, problem solving, simple math skills, judgment, reasoning.

**STRESS FACTORS:**

Frequently: Intense tasks, busy environment.

Constantly: High pressure for immediate responses.

**EQUIPMENT USED:**

Occasionally: Facsimile, stapler, 3 hole punch, sharpener, calculator.

Frequently: Telephone, pager, cell phone, terminal, computer, keyboard.

**WORKING ENVIRONMENT:**

Frequently: Extended day.

Constantly: Works alone, with and around others, face-to-face and verbal contact, inside environment.

## AMERICAN MEDICAL RESPONSE POSITION DESCRIPTION

**JOB TITLE:** Director of PBS

**REPORTS TO:** General Manager

**FLSA STATUS:** Exempt

---

**SUMMARY:** With the guidance of the General Manager, the Director of PBS, is responsible for day-to-day operational effectiveness and goal achievement. The Director supervises and directs the activities of the Managers and assures proper deployment of resources. Ultimately, the Director is responsible for expediting the cash collection cycle, assuring billing occurs timely and accurately, measuring and improving operational effectiveness and reducing the receivable. The Director serves as the on-site leader of the PBS operation and adjusts operations and priorities to achieve goals.

---

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Direct day-to-day operations, priorities and broad scope work assignments.
- Develop and monitor key performance indicators and other production quantity and quality.
- Manage overall office expenses, comply with budget and provide variance reporting, analysis and justification.
- Assist in the preparation of the annual budget.
- Conduct regular staff meetings and effectively communicate the vision for the department.
- Manage staffing issues, assure proper recruitment, minimize temporary personnel usage and resolve human resource issues.
- Represent PBS or assigned department on committees, work groups, or task forces and attend pertinent functions as requested or required.
- Develop and implement cash collection strategies and receivables reduction plans.
- Adhere to all company policies and procedures.
- Prepare and implement billing, collection and overall PBS policies and procedures.
- Serve in the absence of the Vice President – PBS.
- Effective information systems security is a team effort involving the participation and support of every AMR employee who deals with information and/or information systems. It is the responsibility of every computer user to:
  - Know and follow Information Systems security policies and procedures
  - Attend Information Systems security training, when offered
  - Report information systems security problems

**SUPERVISORY RESPONSIBILITIES:**

- Provide leadership and supervision to the Managers and assist the coordination of activities of the entire PBS Team.
- Utilize motivational and teambuilding skills and to enhance the workplace and productivity of the staff.
- Promote teamwork and employ coaching techniques.
- Coordinate and direct the activities of the PBS operations Managers/Supervisors and other staff members.
- Facilitate the professional development of department staff.
- Hire, promote, evaluate, discipline, and terminate managers/supervisors and other staff members.
- Mentor employees, conduct performance evaluations if applicable, counsel and provide disciplinary actions to assigned personnel with a goal of developing a team oriented approach with positive results.
- Assist in driving performance management.
- Comply with all employment laws and support affirmative action/equal opportunity and diversity goals.

**MINIMUM QUALIFICATIONS:**

Bachelors degree in Business, Finance, Accounting or related field. At least five years experience in a supervisory/management position including receivables management and budgeting. Demonstrated excellent organizational and leadership skills. Demonstrated ability to coordinate various tasks and priorities within a team atmosphere. Effective oral, written and interpersonal communication skills. Demonstrated strong analytical skills. Knowledge of medical transportation or health care billing guidelines. Demonstrated effective presentation skills. General working knowledge of PCs and/or patient accounting computer systems. Working knowledge of Microsoft Word and Excel for Windows. Able to perform duties within tight time constraints and handle large volumes of workload. Able to work cooperatively in a team atmosphere. Previous medical transportation billing or other healthcare receivables management experience is preferred.

**PHYSICAL REQUIREMENTS:**

Occasionally: Walking inside, carrying no greater than 25 pounds, kneeling, stooping, bending, leaning.

Frequently: Hearing/listening, clear speech, touching, typing.

Constantly: Sitting, standing, seeing.

**MENTAL REQUIREMENTS:**

Frequently: Analyzing, decision making.

Constantly: Simple reading and writing, high math and writing skills, clerical, memorization, perception/computation, problem solving, simple math skills, judgment, reasoning.

**STRESS FACTORS:**

Frequently: Intense tasks, busy environment.

Constantly: High pressure.

**EQUIPMENT USED:**

Occasionally: Terminal, facsimile, computer/typewriter, keyboard, stapler, 3 hole punch, sharpener, calculator.

Frequently: Telephone, pager, cell phone.

**WORKING ENVIRONMENT:**

Occasionally: Extended day.

Constantly: Works alone, with and around others, face-to-face and verbal contact, inside.





## AMERICAN MEDICAL RESPONSE POSITION DESCRIPTION

**JOB TITLE:** Lead Mechanic  
**DEPARTMENT:** Fleet Maintenance  
**REPORTS TO:** Fleet Supervisor

**APPROVED BY:**  
**APPROVED DATE:** 12/03  
**FLSA STATUS:** Non-Exempt

---

**SUMMARY:** Under the supervision of the Fleet Supervisor, the Lead Mechanic is responsible for the maintenance and repair of all company vehicles.

---

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Complete preventative maintenance service on all vehicles.
- Handle all phases of brake diagnosis and repair.
- Perform competent front end alignment and 4-Wheel Alignment.
- Provide accurate diagnosis of drive train.
- Handle all phases of electrical diagnosis and repair.
- Perform diagnosis and repair of power train, A/C (air-conditioning) and cooling system.
- Perform maintenance and repair of gurneys.
- Respond to all road calls.
- Collect weekly mileage.
- Generate weekly fleet KPI.
- Schedule preventive maintenance and workload.
- Work with Operations for all unscheduled maintenance.
- Assign workload to mechanics.
- Assist mechanics with troubleshooting and repairs.
- Adhere to all company policies and procedures.
- Effective information systems security is a team effort involving the participation and support of every AMR employee who deals with information and/or information systems. It is the responsibility of every computer user to:
  - Know and follow Information Systems security policies and procedures
  - Attend Information Systems security training, when offered
  - Report information systems security problems

### MINIMUM QUALIFICATIONS:

High school diploma or GED. Minimum of 18 years of age. At least three years of Fleet Maintenance and repair experience. Strong electrical diagnosis and repair background. Basic knowledge of diagnosis and repair of diesel engines. Effective oral, written and interpersonal communication skills. Ability to provide good customer service. California Driver's License and driving record in compliance with AMR policy regarding insurability. ASC (Automotive Service Excellence) certification is preferred.

*The statements in this document are intended to describe the general nature and level of work performed by individuals assigned to this classification. They are not intended to be construed, as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This document in no way constitutes a contract of employment. American Medical Response reserves the right to modify position descriptions, policies, or any other procedural documents at any time, for any reason, without prior notice.*

**PHYSICAL REQUIREMENTS:**

Occasionally: Touching, walking outside, typing 35 wpm, carrying no greater than 75 pounds.

Frequently: Walking inside, reaching, kneeling, stooping, bending.

Constantly: Hearing/listening, clear speech, sitting, seeing.

**MENTAL REQUIREMENTS:**

Occasionally: Complex reading and writing, memorization, high math skills.

Frequently: Simple reading and writing, problem solving, judgment, reasoning, decision making.

Constantly: Analyzing, perception/computation, complex math skills.

**STRESS FACTORS:**

Occasionally: Repetitive tasks, high pressure.

Frequently: Intense tasks.

**EQUIPMENT USED:**

Occasionally: Facsimile, telephone,.

Frequently: Copy machine.

Constantly: Computer/typewriter, keyboard, calculator, stapler, 3 hole punch, stamping, sharpener.

**WORKING ENVIRONMENT:**

Occasionally: Works with others, extended day.

Frequently: Works alone, face-to-face contact with others.

Constantly: Works around others, verbal contact with others, inside.

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Employee Signature Date

Reviewed by: \_\_\_\_\_  
Department Head Date

**Prepared by: Northwest Plains Region Human Resource Department**

*The statements in this document are intended to describe the general nature and level of work performed by individuals assigned to this classification. They are not intended to be construed, as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This document in no way constitutes a contract of employment. American Medical Response reserves the right to modify position descriptions, policies, or any other procedural documents at any time, for any reason, without prior notice.*

**AMERICAN MEDICAL RESPONSE  
POSITION DESCRIPTION**

**JOB TITLE:** Field Supervisor

**REPORTS TO:** Operations Manager

**FLSA STATUS:** Exempt

---

**SUMMARY:** Under the direction of the Operations Manager, the Field Supervisor is responsible for day-to-day operations which may include staffing, scheduling, ensuring maintenance of equipment and supplies, internal communications, budgetary considerations, outside agency interface, and community relations.

---

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Perform all duties of an EMT-Paramedic with high level of proficiency.
- Cover open shifts with appropriate employee assignments or by filling in as needed.
- Investigate incidents involving assigned units and communicate with the Operations Manager on status of assigned units and other problems.
- Assess daily staffing and equipment needs; assign replacements, and schedule service as necessary. Participate in interviewing and selection process as needed.
- Investigate incidents involving assigned units and communicate with the Operations Manager on status of assigned units and other needs or problems.
- Facilitate unit development and staffing in emergency situations and respond to the scene of mass casualty or unusual medical incidents as needed.
- Assure that all necessary payroll reports are properly completed and submitted in a timely manner.
- Submit reports on all incidents, accidents, work related injuries and exposures.
- Inspect all assigned stations, vehicles and equipment for cleanliness and general maintenance.
- Adhere to all company policies and procedures.
- Attend external and internal meetings as may be necessary/required.
- Remain accessible by pager or phone during off duty time.
- Assist with clinical investigations as needed.
- Effective information systems security is a team effort involving the participation and support of every AMR employee who deals with information and/or information systems. It is the responsibility of every computer user to:
  - Know and follow Information Systems security policies and procedures
  - Attend Information Systems security training, when offered
  - Report information systems security problems

### **SUPERVISORY RESPONSIBILITIES:**

- Evaluate, discipline and recommend ALS field personnel for promotions.
- Ensure that all field personnel maintain all county or local agency required certifications and/or accreditation.
- Become a coach, teacher or evaluator on multi-casualty incidents with the goal of reviewing each call for continuous improvement and compliance with existing policies.
- Mentor employees, conduct performance evaluations if applicable, counsel and provide disciplinary actions to assigned personnel with a goal of developing a team oriented approach with positive results.
- Assist in driving performance management.
- Comply with all employment laws and support affirmative action / equal opportunity and diversity goals.

### **MINIMUM QUALIFICATIONS:**

High school diploma or equivalent (GED). Must be at least 18 years of age. Possess a valid California Driver's License, Ambulance Driver's License, and Medical Examiners Certificate. Current state of California Paramedic License. Current BCLS, ACLS, PALS or PEPP, BTLS OR PHTLS Provider Certification. Driving record in compliance with AMR policy regarding insurability. Some advanced education preferred. Minimum of two (2) years experience as a Paramedic. Effective administrative skills (paperwork, time management, etc.), written and verbal communication skills. Effective oral, written and interpersonal communication skills.

### **PHYSICAL REQUIREMENTS:**

Occasionally: Smelling, lifting 200 lbs., kneeling, stooping, bending, leaning, flexibility, multiple physical activities performed at the same time (carrying multiple equipment while pushing on pram), driving ambulance.

Frequently: Reading, walking inside, seeing.

Constantly: Hearing/listening, clear speech, simple touching, pushing, pulling, reaching, sitting.

### **MENTAL REQUIREMENTS:**

Frequently: Analyzing, decision making

Constantly: Simple reading and writing, high math and writing skills, clerical, memorization, perception/computation, problem solving, simple math skills, judgment, reasoning.

### **STRESS FACTORS:**

Occasionally: Hazards, fatigue, patient care

Frequently: Repetitive tasks, intense tasks, busy environment.

Constantly: High pressure.

**EQUIPMENT USED:**

Occasionally: Wheelchair, medications, monitor/defibrillator, suction equipment, airway equipment, telephone, vacuum cleaner, cleaning equipment, protective devices, protective clothing, IV supplies, bandaging, disposable supplies, durable equipment, gurney, maps, trauma bag/box, terminal, facsimile, computer/typewriter, keyboard, stapler, 3 hole punch, sharpener, calculator,

Frequently: Telephone, pager, cell phone.

**WORKING ENVIRONMENT:**

Occasionally: Works alone, inside, confined areas noise other hazardous conditions (human excrement, blood, urine, mucous, tissue, asbestos), electrical equipment, extended day.

Constantly: Works with others, face-to-face contact, verbal contact with others, works inside.

**Attachment 3  
Ambulance Equipment and Supply List**

**Ambulance Durable Medical Equipment  
Effective July 1, 2009**

**Patient Assessment and Examination Equipment**

Glucometer

Stethoscope

Portable Blood Pressure Cuff (adult, thigh, pediatric) Disposable or easily cleanable

Pulse Oximeter

Pediatric Measurement Tape (Broselow)

Thermometer

**Airway Management Equipment**

Adult and pediatric laryngoscope Handle batteries (extra

Adult blades, Sizes: Straight 4, 3; Curved 4, 3

Pediatric blades, Sizes: Straight 2, 1, 0; Curved 2, 1

Magill Forceps: Adult, Pediatric

**Patient Assessment and Examination Equipment**

Portable Oxygen with Regulator. Oxygen supply sufficient to provide a patient with not less than 10 L/min for 20 minutes

**Cardiac Monitoring Equipment**

Portable Cardiac Monitor capable of defibrillation, cardioversion, external pacing, 12-lead EKG, transfer of 12-lead EKG to receiving facility, non-invasive bloodpressure monitoring, pulse oximetry and endtidal CO<sub>2</sub> monitoring

ECG Trunk Cable

ECG -Lead Attachment

ECG 3-Lead Attachment

ECG 12-Lead Attachment

**Communication Equipment**

Cellular Telephone

PSC - Mobile Two-Way EMS Radio Installed in Vehicle

PSC - Portable Two-Way EMS Radio

FD – Portable Two-Way Fire Radio Installed in Vehicle

Mobile Computer Device

**Bandaging and Splinting Equipment**

KED type device

Pediatric immobilization device

Digital camera

Backboard

**Other Durable Medical Equipment**

Eye protection for infection control

Medication Box – Pelican type or equivalent

Trauma bag

Reflector Vests

DOT HazMat reference book

Stair Chairs

Gurney

Scoop Stretcher

Traction Splint

Battery-powered suction

Intraosseous Drill



**Ambulance Medical Supply List**  
**Effective July 1, 2009**

**Medications - Vial or Preload**

Adenosine  
Albuterol 0.83% solution  
Aspirin: children's chewable  
Atropine 1.0 mg/5 ml preload  
Benadryl 50 mg/1 ml  
Charcoal Slurry 25 Grams/120 ml  
Calcium Chloride 1 gm/10 ml preload  
Dextrose 50% 25 gm/50 ml preload  
Dopamine  
Epinephrine 1:1,000 1 mg/ml ampule  
Epinephrine 1:10,000 1 mg/10ml preload  
Glucagon 1 mg/vial  
Glucola 10 oz. or Glucose Paste, tube  
Lidocaine 100 mg/5 ml preload  
Narcan 2.0 mg/2 ml preload  
Nitroglycerine metered spray  
Sodium Bicarbonate 1 mEq/1 ml preload  
Morphine Sulfate 10 mg/1 ml ampule w/ tubex carpject\*  
Versed 2 mg/2 cc vial, ampule, or preload  
Lidocaine Jelly  
Topical Anesthetic Spray  
Neosynephrine  
Medication labels

**IV Fluids**

Normal Saline 1000 ml  
Normal Saline 250 ml  
Normal Saline 10 ml vial

**Personal Protective Equipment**

Gloves: Sterile (sizes 5-8) – latex free available  
Gloves: Clean (unysize) – latex free available  
Disposable Bags (Biohazard)  
N95 Masks

**Patient Assessment and Examination Equipment**

ET Tubes (Sizes 5.0 and under are uncuffed)

Size 2.5 – 5.5 (including ½ sizes)  
Size 6.0-8.0 (whole sizes)  
ET Tube hold down devices (tube tamers)  
Capnography in-line adapter (adult and pediatric)  
Esophageal Tracheal Airway Device (ETAD)/King Airway  
Size 3.0, 4.0, 5.0  
Adult and pediatric stylets  
IPPB Tubing with Mouthpiece  
Pleural Decompression Kit  
Soluble Lubricant (packets)  
Manual portable suction (disposable)  
Suction Catheters: Sizes: 16, 14, 10, 8, 6, Tonsil Tip  
Suction Tubing (spare)  
Nasal Pharyngeal Airways: Sizes 34, 32, 30, 28  
Oral Pharyngeal Airways: Sizes 0-6 or equivalent metric sizes  
Oxygen Nasal Cannula: Adult and Pediatric  
Oxygen Mask Non-rebreather: Adult and Pediatric  
Oxygen Mask: Infant  
Bag-Valve-Mask with reservoir: Adult, Pediatric,  
Oxygen gaskets for portable  
O<sub>2</sub> Wrench

### **Cardiac Monitoring Equipment**

EKG paper (rolls)  
Electrodes:  
Pediatric Electrodes:  
Adult Defibrillation Pads  
Pediatric Defibrillation Pads  
Pediatric disposable pulse oximetry sensor

### **Bandaging and Splinting Equipment**

Sterile Bandage Compresses or Equivalent  
Petroleum Gauze Pads  
Gauze Pads: 3"x3" minimum size  
Universal Dressings: 10" x 30" or larger  
Triangular Bandages: 40"  
Roller Bandages  
Bandage Shears  
Cervical Collar (Stiff) sizes to fit all patients older than 1 year old  
Rigid SAM-Type Splints

Large Disposable Vacuum Splint

Immobilization Straps

Head Immobilizer

Sterile Burn Pack

Tape: ½" roll, 1" roll, 2" roll

Arm Boards: Short, Long

Hot Packs

Cold Packs

Restraints (set)

Irrigation Solution: Sterile saline 500 ml, Sterile water 500 ml

OB Kit to include gloves, umbilical cord clamp or tape, dressings, towels, bulb syringe, and clean plastic bags

### **I.V., Saline Lock, and Blood Drawing Equipment**

Infusion Sets: Micro drip set

Infusion Sets: Standard set (Macro)

Infusion Sets: Blood set with pump

Extension sets with flow controller

IV Cannulas: Sizes 24 gauge, 22 gauge, 20 gauge, 18 gauge, 16 gauge, 14 gauge

Saline locks

Syringes: 35 ml cath tip, 10 ml, 3 ml

Syringes: TB

Needles for Injection: 25 gauge: 5/8", 21 gauge: 1"

IO Needle (Adult and Pediatric)

Prep Razor

Alcohol Wipes (box)

Betadine Wipes (packets)

Tourniquets (IV)

Pressure Infuser for 1,000 ml IV bags

Portable sharps container

### **Miscellaneous Items**

Standard Trauma Bag or Box

Triage Tags (County approved)

Potable water

Emesis basins

Urinal

Bedpan

### **Additional Supplies**

Latex and non-latex gloves

Infection control kit to include gown, shoe covers, gloves, mask, and cap

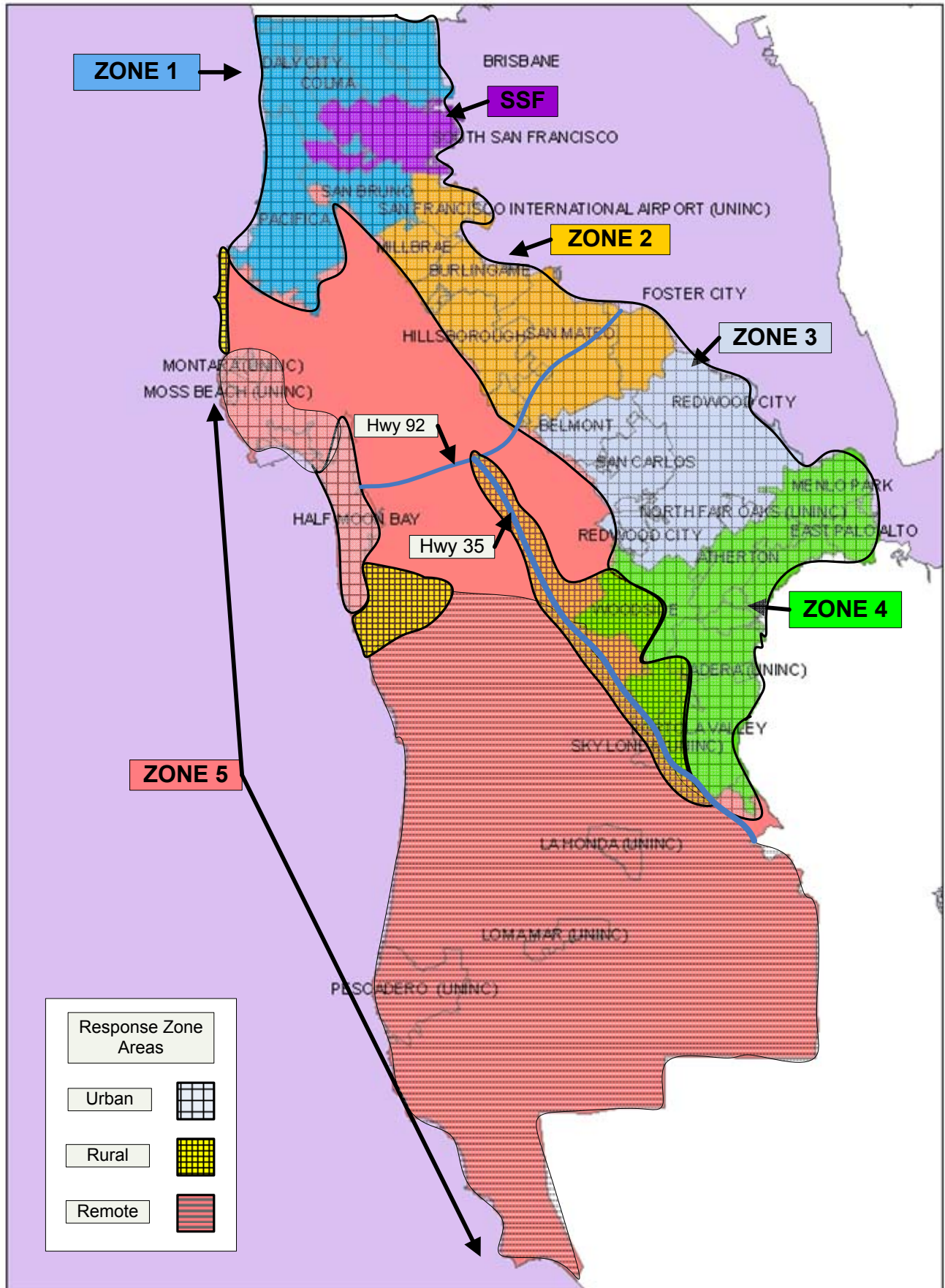
Containers for disposal of bio-hazardous waste, contaminated sharps, red biohazard bags, and yellow infectious linen bags

Continuous positive airway pressure (CPAP) equipment Boussignac

CPAP device Boussignac

**Attachment 4**  
**Reponse Zone Map**

# Attachment 4: Response Zone Map



**Attachment 5**  
**Performance Bond Letter**

**Attachment 6  
Insurance Certificate**



**Attachment 7**  
**Contractor's Declaration Form**

**Attachment 8**  
**Assurance of Compliance with Section 504 of the**  
**Rehabilitation Act**

ATTACHMENT I

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Brad White  
Name of 504 Person - Type or Print

American Medical Response West  
Name of Contractor(s) - Type or Print

1510 Rollins Road  
Street Address or P.O. Box

Burlingame, CA 94010  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."