

Operations Agreement between the San Mateo County Pre-Hospital Emergency Services Medical Group and American Medical Response, West

THIS OPERATIONAL SERVICES AGREEMENT is made between the American Medical Response West ("AMR"), and the San Mateo County Pre-Hospital Emergency Services Group (the "JPA") set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined in Schedule "A".

WHEREAS, AMR and County of San Mateo ("County") entered into an Emergency Ambulance Services Agreement dated February 6, 2009 ("EASA"), to provide paramedic and transport services to the exclusive operating area defined by the geographical boundaries of the County of San Mateo, excluding the city of South San Francisco

WHEREAS, the JPA and County will enter into an Agreement for Countywide Paramedic First Response Services ("CFRS"), to the exclusive operating area defined by the geographical boundaries of the County of San Mateo, excluding the city of South San Francisco;

WHEREAS, the EASA requires the establishment of an "Operations Agreement" between AMR and the JPA which sets forth the conditions pursuant to which AMR and JPA will work cooperatively to provide pre-hospital care services to the County. Both parties are desirous of creating an effective system of delivery for out-of-hospital episodic health care and seek to work in a collaborative fashion to achieve this end.

WHEREAS, the parties shall cooperate and assist each other to provide the best possible care to the residents and visitors of the County of San Mateo.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Purpose of Agreement.** The purpose of this agreement is to define, to the maximum extent possible, the operational roles and expectations by and between the parties in an effort to maximize the effectiveness and

efficiency of the out-of-hospital advanced life support first response and ambulance system in the County of San Mateo.

2. **Provision of Services.** AMR and JPA each agree to provide their respective services described in Schedule "A" hereto (the "Services") to patients ("Patients") in accordance with the terms and conditions described in Schedule "A" and in the service area(s) described in Schedule "A" (the "Service Area"). AMR and JPA each agree to perform each of their respective obligations described in Schedule "A."
3. **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations, including the federal Anti-kickback statute.
4. **Term.** The initial term of this Agreement shall be co-terminus with the EASA, commencing on the Commencement Date set out in Schedule "A" hereof. The initial term and all renewal periods (as agreed to by the parties in writing) shall be cumulatively referred to as the "Term".
5. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one hundred twenty (120) days written notice to the other party if either the EASA or the CFRS is terminated by the County; or (b) upon the major breach of this Agreement by the other party. A major breach includes, but is not limited to (i) loss or suspension of licensure necessary for the provision of Services under this Agreement; (ii) loss or reduction of insurance coverage; (iii) conditions and circumstances that constitute a major breach under either the EASA or the CFRS. If either party reasonably determines that the other party has committed a major breach of this Agreement, it shall first refer the matter to the Executive Steering Council established by the County pursuant to the EASA. If the Council is unable to resolve the issue, the party shall give written notice setting forth the specific deficiency, the required correction and a reasonable time period to correct the deficiency but, in any

case, not less than sixty (60) days from the date of the notice. Upon the party's determination that the other party has failed to timely cure the deficiency, the party may terminate this Agreement upon 30 days written notice.

6. **Standards for Services.** Both parties represent and warrant that (a) any and all Services shall be provided in accordance with the County standards of quality and care applicable to the Services provided; and (b) any and all Services rendered shall be performed in a good and workmanlike manner.
7. **Material Changes.** In the event of a material change, that affects the fundamental economic or operational terms of the this Agreement occurs, the parties shall negotiate in good-faith a resolution within ninety (90) days of written notice of the material change.
8. **No Compensation.** Neither party shall have any obligation to compensate the other for the Services provided under this Agreement.
9. **No Billing.** JPA shall not bill any patients or third-parties for the Services it provides hereunder unless otherwise agreed in writing by the parties.
10. **Record Retention.** The parties will retain books and records respecting Services rendered to Patients for the greater of ten (10) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
11. **Audit Rights.** The parties with reasonable advance written notice shall provide representatives of the other party or the U.S. Government (as specified in the notice), with access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform, electronic media or other form) that relate specifically to the Services that the other party provides under this Agreement. This

obligation shall survive for a period of three (3) years following termination of this Agreement or until such later time as required under applicable law and regulation.

12. **Indemnity.** Each party shall defend, indemnify and hold harmless the other party its officers and employees, from and against any and all claims resulting from or alleged to result from the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, agents, employees, in the performance of this Agreement. 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. Further, AMR and the JPA agree to pay for the reasonable replacement cost of durable equipment that is lost beyond either parties reasonable control and/or damaged outside of normal usage.
13. **Insurance AMR.** AMR currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against AMR arising out of the Services under this Agreement. AMR shall maintain comprehensive general liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate, and automobile liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate. AMR shall maintain professional liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate and workers' compensation insurance in the statutory required amounts. AMR shall also maintain Excess Liability/Umbrella coverage in the amount of ten-million \$10,000,000.00 per occurrence, twenty-million \$20,000,000.00 annual aggregate. AMR shall cause JPA to be added as an additional insured to all such policies. AMR shall provide to JPA upon execution of this Agreement certificates of insurance evidencing coverage. Coverage

shall not be changed or modified without at least thirty (30) days prior written notice to JPA but in no event shall the requirements of this section be modified without the prior written consent of JPA. Further, AMR's insurance shall be primary in the event of any claim resulting from Services provided by AMR and shall be exhausted in full prior to any contribution from any other source. AMR shall also be solely responsible for any and all damages or repairs to its owned, leased or contracted vehicles used in providing Services under this Agreement.

14. **Insurance JPA.** JPA currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against JPA arising out of the Services under this Agreement. JPA shall maintain comprehensive general liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate, and automobile liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate. JPA shall maintain professional liability coverage with limits no less than one-million \$1,000,000.00 per occurrence and three-million \$3,000,000.00 annual aggregate and workers' compensation insurance in the statutory required amounts. JPA shall also maintain Excess Liability/Umbrella coverage in the amount of ten-million \$10,000,000.00 per occurrence, twenty-million \$20,000,000.00 annual aggregate. JPA shall cause AMR to be added as an additional insured to all such policies. JPA shall provide to AMR upon execution of this Agreement certificates of insurance evidencing coverage. Coverage shall not be changed or modified without at least thirty (30) days prior written notice to AMR but in no event shall the requirements of this section be modified without the prior written consent of AMR. Further, JPA's insurance shall be primary in the event of any claim resulting from Services provided by JPA and shall be exhausted in full prior to any contribution from any other source. JPA shall also be solely responsible for any and all damages or repairs to its owned, leased or contracted vehicles used in providing Services under this Agreement. In

addition to the above insurance coverage, each member of the JPA shall provide insurance coverage for all employees providing services under the Agreement with San Mateo County, for Paramedic First Responder Services.

15. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

IF TO JPA:

Executive Director
San Mateo County Pre-Hospital
Emergency Services Group
**1600 Floribunda Avenue
Hillsboro, CA 94010**

IF TO AMR:

General Manager
American Medical Response
**1510 Rollins Road
Burlingame, CA 94010**

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

16. **Confidentiality.** All information with respect to the operations and business of a party and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements. The obligations under this section shall not apply to information which (a) at the time of

disclosure is in the public domain or, after disclosure, enters the public domain other than by breach of this Agreement; or (b) is already in the possession of the recipient at the time of disclosure and is not acquired from the other Party; or (c) is later received on a non-confidential basis from a third Party having the right to impart such information; or (d) is independently developed by the recipient's employees who did not have access to such information in connection with this Agreement.

17. **HIPAA Compliance.** Each party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.

18. **Relationship.** This Agreement does not describe and shall not be considered or construed as a contractor-subcontractor relationship. Each party is an independent contractor. In the performance of this Agreement, each party shall be, as to the other, an independent entity, and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained within this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. As to either party's employees, nothing contained herein shall be construed in such a manner as to give effect to the notion that either party shall in anyway assume responsibility for the oversight or provision of the other party's employee benefits, including but not limited to the payment of wages, provision of health insurance, or any and all other commonly accepted benefits of employment.

19. **Cooperation.** The parties shall cooperate and assist each other to provide the best possible care to the residents and visitors of the County of San Mateo. The cooperation shall include from time-to-time: (i) reviewing and revising operational

guidelines; (ii) evaluating AMR and JPA's performance of the Services which directly affect the other party; (iii) resolving any disagreement and misunderstandings privately; (iv) and undertaking other matters related to the administration of this Agreement.

20. **Compliance Program and Code of Conduct.** AMR has made available to the JPA 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: www.amr.net, and the JPA 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. AMR will also extend its compliance training to JPA members that request such training.

21. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide 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 DHHS/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.

22. **Background Investigation.** AMR warrants and represents that it has successfully performed a background investigation in accordance with applicable laws on its employees that provide services under the EASA. The JPA warrants and represents that it has successfully performed a background investigation in accordance with applicable laws on its employees that provide paramedic patient care services under a First Responder Designation

Agreement (CFRS) with the County. The investigation report includes the following:

Social Security Number Verification

Criminal Search/Sex Offender Registry (e.g., DOJ Live Scan)

Office Inspector General List of Excluded Individuals/Entities

General Services Administration List of Parties Excluded from Federal Programs

State and Local Licensure Verification

Upon request and from time-to-time, each party shall provide to the other a continuing certification. In accordance with applicable law, the parties shall not release the actual report or any of the information derived from the investigation to the other.

23. **Referrals.** To the extent applicable, it is not the intent of either party that any remuneration, benefit or privilege provided for under this 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. JPA represents and warrants that the rates and pricing that it has accepted do not place it in violation of any federal or state anti-kickback statute.

24. **Custodian of Records.** The parties agree that AMR shall act as the custodian of records for patient care reports. If the JPA receives an electronic patient care report request, the requestor shall be referred to AMR within twenty-four (24) hours of request. Where AMR does not have access to the ePCR or supplemental records, the JPA agrees to provide patient care records to AMR within twenty-four (24) hours of request by AMR.


25. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.

26. **County of San Mateo.** This Agreement is subject to the County of San Mateo and JPA entering a First Responder Designation Agreement. This Operations Agreement shall be consistent with the terms and conditions of the EASA. County shall have the right to review the terms of the Operations Agreement to ensure consistency with the objectives of the EASA. To the extent that there are any inconsistent terms and conditions with the Operations Agreement and the EASA, the EASA shall prevail.

27. **Miscellaneous.** This Agreement (including the Schedules 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 or subcontracted by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; (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 where the Services are performed, 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. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

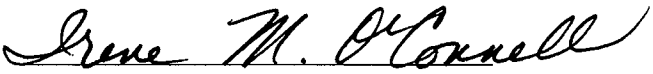
AMERICAN MEDICAL RESPONSE WEST

By:  _____

Print Name: Brad White

Print Title: General Manager

San Mateo County Pre-Hospital Emergency Services Group

By:  _____

Print Name: Irene M. O'Connell

Print Title: Chair, JPA

SCHEDULE "A"

I. Services:

The parties agree that they shall comply with all specific requirements related to Services as set forth in the Emergency Ambulance Services Agreement ("EASA") contract and those contracting requirements are hereby incorporated into this Agreement unless it is clear from the text of the clause or other provision in the EASA contract that those requirements should not be incorporated. To ensure consistency with the objectives of the EASA, to the extent there are any inconsistent terms and conditions with this Agreement and the EASA, the EASA shall prevail.

II. Service Area

Services shall be provided in San Mateo County and in other locations as may be agreed upon by the parties.

III. Commencement Date

The Commencement Date referred to in Section 3 of this Agreement shall be: July 1, 2009.

IV. Administrative and Oversight Requirements

AMR and the JPA agree that they shall comply with all specific administrative and oversight requirements as set forth in the EASA contract and those contracting requirements are hereby incorporated into this Agreement unless it is clear from the text of the clause or other provision in the EASA contract that those requirements should not be incorporated.

V. Quality Performance

In collaboration, AMR, County, JPA, and Public Safety Communications ("PSC") shall participate in the development of a written quality improvement plan which shall be 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 1st. In addition, the Quality Performance Improvement Plan shall include all key functions that provide services to patients and to the community under the EASA Agreement. The parties understand that over time additional key functions may be identified and will need to be added to the plan.

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. Examples of quality improvement projects may include:

- a. Leadership
- b. Strategic planning
- c. Customer focus
- d. Measurement, analysis, knowledge management
- e. Workforce focus
- f. Process management
- g. Results

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

VI. Standards for Paramedic Ambulance and First Responder Units

Ambulance staffing shall be in accordance with the requirements of the EASA. Paramedic first responder units shall be staffed in accordance with the EASA and the Agreement for Countywide Paramedic First Response Services ("CFRS").

VII. Supervision

AMR and the JPA agree to provide EMS supervision in a manner consistent with the EASA and CFRS. The parties further agree to explore the integration of EMS supervision.

AMR and the JPA shall collaboratively develop and implement training and team building opportunities for system supervisors and Chief Officers with the goal of enhancing cohesive on-scene operations and patient care.

AMR and JPA will develop a cohesive team approach to on scene supervision and leadership. JPA or AMR Field Supervisors will be identified to oversee, assist, and observe prehospital medical interventions, policy, protocol and operations through a team based approach achieving consistent quality patient care.

AMR and JPA will comply with County's Policy and Procedures not limited to:

- a. Field Supervisor Role Policy
- b. MCI Policy
- c. Clinical Incident Reporting, Investigation, Resolution Policy
- d. Conflict Resolution Policy
- e. EMS System Resolution Policy

Changes to such policy will be approved by the Executive Steering Council and County.

VIII. Training

AMR and the JPA agree to collaboratively develop and implement an interoperable, comprehensive, customized in-house and cost effective training and education program for San Mateo County paramedics and EMTs. Training and education classes shall be mutually open to both parties. It is the intent of the parties to make a draft program document available for review and approval by September of each year, for the following calendar year. Classes shall also be open to PSC Dispatchers. The following entities will review and approve the training program schedule and content: 1. Quality Leadership Committee, 2. Executive Steering Council.

Standards for required paramedic training will be developed by the Quality Leadership Committee for the approval of the Executive Steering Council and County. AMR and JPA Paramedics shall meet these standards once approved.

AMR shall employ a full time equivalent Clinical Education Services Manager on site at AMR'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 AMR's clinical training programs.

AMR 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. AMR shall include representatives of the JPA in the selection process for this individual. The AMR Joint Training Coordinator will collaborate with the JPA EMS Supervisors and support coordination of the training programs including those for ambulance personnel and JPA paramedics. Where appropriate, the parties agree to develop a joint calendar of training events.

AMR and JPA shall continually be approved as Providers 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. Additionally, AMR and the JPA further agree that the JPA will maintain during the term of the EASA, designation as an American Heart Association Training Center to facilitate training classes of both parties and designation of AMR as a training site. AMR and the JPA agree to provide respective instructor time, training space and equipment available to one another at no cost to either party. Fees for cards and materials shall be borne by the employee's agency, or the employee being trained.

AMR is required under the EASA to 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. AMR's Clinical Education Services Manager, JPA EMS Supervisors 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. AMR and the JPA agree to develop scheduling, use, and maintenance procedures to support both entities ability to utilize the simulation mannequins.

AMR and the JPA agree to explore for implementation the centralization of training equipment storage, maintenance, scheduled use, and mobility with the goal of standardization in a cost effective manner.

IX: Core Credential Maintenance and Ongoing Training

AMR shall ensure that all ambulance Paramedics and EMTs working on an ambulance meet the certification and licensure requirements of the County as outlined in the EASA. The JPA shall ensure that Paramedics working on first responder units meet the certification and licensure requirements of the County.

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, AMR and JPA shall collaboratively design, develop, and implement a training program in collaboration geared to improving performance in the specific area. AMR and the JPA shall evaluate effectiveness of the various training programs. For each training program, the parties shall identify an evaluation methodology and shall report the findings to the Executive Steering Council.

X. Recordkeeping for Patient Clinical Records, Personnel, Incident Tracking and Management

AMR and all members of the JPA providing services under the CFRS and EASA shall utilize an electronic patient care record system approved by the County.

AMR will employ a full time Electronic Patient Care Report (ePCR) Specialist on site at AMR's San Mateo County headquarters. This individual shall be responsible for implementation, day-to-day operations, and maintenance of hardware and software of the ePCR technology deployed by AMR. The JPA agrees to pay for the reasonable replacement cost of ePCR system hardware that is lost and/or damaged outside of normal usage. 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 AMR's San Mateo County headquarters.

AMR will 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 AMR's patient data store.

AMR shall ensure that the database records can be easily accessed by JPA EMS Supervisors for the purposes of reporting and online analytical processing subject to compliance with the HIPAA. 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.

The EASA requires ambulance crews to 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. The JPA agrees to proactively support AMR in meeting this requirement and to ensure first responder staff complete paper and electronic documentation consistent with the requirements of the EASA.

AMR shall assist the JPA to utilize AMR's patient care record database for first responder paramedic patient records. AMR shall work collaboratively with the JPA EMS Supervisors to develop the content of the First Responder Patient Care Record and data entry processes and procedures. Such processes and procedures shall be approved by the Executive Steering Council.

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

XI. Clinical Personnel Records

AMR shall have in place personnel recordkeeping software approved by County. AMR shall, at its expense, give JPA access to such recordkeeping software for JPA Paramedic personnel.

XII. Vehicles:

Unless otherwise approved by County and JPA, AMR will provide to the JPA, funding for four (4) vehicles for use by its JPA EMS Supervisors. AMR agrees to fund up to a maximum of fifty thousand dollars (\$50,000.00) per vehicle. Supervisor vehicles model, type and signage will be chosen by JPA and approved by County. With approval of the County, the JPA may defer the initial purchase of JPA EMS Supervisor vehicles subject to AMR's capital expenditure fiscal timelines. Unless otherwise agreed to, the parties shall utilize the following funding timelines:

July 2009 – AMR shall fund two EMS supervisor vehicles to be purchased by the JPA which will be amortized over the life of the EASA contract.

July 2010 – AMR shall fund one EMS supervisor vehicle to be purchased for the JPA

July 2011 – AMR shall fund one final EMS supervisor vehicle to be purchased for the JPA

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.

With the approval of the County, the JPA agrees to assume responsibility for vehicle upkeep, maintenance and repair, accident damage, fuel, and insurance. Exterior colors, graphics, and lettering shall be approved by County. These vehicles will be replaced by AMR at 195,000 miles or if this mileage limit has not been reached, at 7 years of age subject to negotiation of, but not limited to ownership and financing terms and up to a maximum of fifty thousand dollars (\$50,000.00) per vehicle. These vehicles will be customized for their intended function. This customization will take into account input of AMR'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.

Alternative Transport Vehicles (ATV): AMR and the JPA agree to comply with County policy with regard to Alternative Transport Vehicles.

XIII. Equipment and Supplies

AMR and the JPA recognize that over the term of the EASA 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 ambulance equipment and supply required inventory lists are set forth in the EASA. The first responder equipment and supply required inventory lists are included as an attachment to this Agreement.

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:

- a. Scientific review.
- b. San Mateo County clinical data analysis.
- c. Fiscal impact analysis to include funding methodology through the Clinical and Technology Upgrade Fund.
- d. Presentation of findings to the Medical Directors and Medical Advisory Committee.
- e. Collaborative decision to implement/not implement.

Durable Medical Equipment – ALS first responder units:

AMR will supply one ALS first responder unit 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
- d. Pelican type box (to a maximum of twenty at the start of the contract).

For each ALS first responder unit (53) that does not have the following durable equipment, AMR will provide the following equipment which matches that of the ambulance:

- a. LifePac 12 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 CO₂ monitoring. AMR and the JPA have jointly audited existing equipment. The parties agree to the following replacement schedule during the term of the EASA, unless otherwise agreed to by the parties:
July 1, 2009 – June 30, 2010 - 27 total (delivery within first 60-days of contract start)
July 1, 2009 – June 30, 2010 - 4 total (Supervisor - LP 15's / delivery within first 60-days of contract start)
July 1, 2010 – June 30, 2011 – 0 total
July 1, 2011 – June 30, 2012 - 11 total (delivery within first 60-days of contract year)
July 1, 2012 – June 30, 2013 - 2 total (delivery within first 60-days of contract year)
July 1, 2013 – June 30, 2014 - 6 total (delivery within first 60-days of contract year)

Upon delivery by AMR to the JPA of new cardiac monitors, the JPA shall provide to AMR a like number of LifePac 12 cardiac monitors. The initial exchange of thirty-one (31) cardiac monitors will include from the JPA five (5) LifePac 12 cardiac monitors that are compliant with the EASA and in good cosmetic/operational order and that are the lowest age. The parties agree that outside of the five (5) afore referenced LifePac 12 monitors, the JPA shall exchange the highest age cardiac monitors unless other wise agreed to by the parties. Additionally, once the LifePac 12 is no longer available to purchase new, AMR and the JPA will meet with the Executive Steering Council to discuss the purchase and fiscal impact of moving to an alternative monitor/defibrillator.

- b. LifePac 12 Cases (to a maximum of 20).

AMR and the JPA agree that JPA member agencies, as approved by the County may request to purchase LifePac 15's which meet minimum requirements as set forth in this Section XIII. The cost difference between the LifePac 12 and 15 shall be borne by the JPA member agency.

AMR and JPA Supervisor vehicles 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.

AMR will provide each EMS supervisor vehicle with the same durable medical equipment as is carried by the ambulances and ALS first response units 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:

- a. 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 and specifications as of the ambulance portable monitor defibrillator, capable of carbon monoxide detection is available AMR will purchase such new equipment (minimum 5) and place on each of the Supervisor vehicles.

AMR will maintain its bio-medical durable medical equipment, and that of the JPA, in accordance with the manufacturer's recommendations for service unless otherwise approved by the JPA and County. AMR will replace such equipment in accordance with manufacturer's recommendations. Replacement equipment will be approved by County. The JPA agrees to pay for the reasonable replacement cost of durable medical equipment that is lost beyond its reasonable control and/or damaged outside of normal usage. AMR's or JPA's personnel shall immediately notify AMR of durable medical equipment that is not operating properly. AMR shall immediately exchange such equipment.

Upgrades or replacement equipment will be determined by the Executive Steering Council. The Clinical and Technology Upgrade Fund described in Section XII.A of the EASA shall be used as the funding source.

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 the EASA.

AMR is responsible to restock all disposable medical supplies to ambulances, first responder units, 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 AMR's headquarters, ambulances, AMR stations and other agreed to by the parties.
- b. 1-to-1 exchange to first responder vehicles for disposable medical supplies such restocking shall not place the ambulance out of service.
- c. AMR and the JPA shall collaboratively support the AMR equipment and supply pickup and delivery route driver functions. It is understood and agreed that a single route driver will not provide for all system pickup and delivery, and the process may change with notice to the Executive Steering Council.

The route driver shall Monday through Friday (excluding holidays) access each San Mateo County acute care hospital, San Francisco General, and Stanford Medical Center to retrieve system backboards and other durable equipment. The equipment is transported to the AMR operations center for cleaning and placed back into stock. To obtain restock of durable medical equipment, the JPA entities shall call the AMR on-duty field supervisor and request items needed. AMR shall make a good faith effort to deliver requested durable medical equipment the same day requested and no later than the next business day to an agreed upon designated single drop off point for each JPA agency. As necessary, the JPA EMS Supervisors may pick up durable medical equipment restock directly from AMR's operation center.

AMR and the JPA agree to cooperate to minimize the cost of medical supplies and equipment. It is understood and agreed that first responder station caches are intended to hold minimum supply levels of disposable items not restocked on-scene. It is understood and agreed that AMR will maintain an appropriate cache of medical supplies and durable equipment to provide rapid restock and/or exchange to ensure ambulances and first responder units meet County requirements. The parties shall work jointly and cooperatively to facilitate delivery of medical supplies and equipment.

If permitted by the vendor, and upon the request of the JPA, AMR will extend its pricing for medical supplies and equipment to the JPA.

XXI. Communications Equipment

AMR will provide radios for its ambulances and supervisor vehicle capable of communicating with the JPA fire first responder units.

During the term of the EASA, unless modifications are approved by the Executive Steering Council and County:

- a. 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.
- b. Consistent with the EASA, provided and funded by AMR, each ALS first responder unit 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 AMR have agreed to defer the purchase of mobile computers, other technology for first responder ALS engines to allow AMR the opportunity to research other technology options. The County reserves the right to direct AMR to provide mobile computers as proposed in AMR's RFP proposal upon the mutual agreement of an implementation timeline.

XX. Hospital and Community Requirements

The portable monitor/defibrillators used by all ambulances and JPA ALS first response units will be able to transmit the 12-Lead EKG for patients suspected of having ST Elevation Myocardial Infarction (STEMI). AMR will provide for secure data transmission of the 12-Lead EKG to a STEMI network where participating hospitals may access the data.

AMR 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.

AMR and the JPA agree to work collaboratively with County's Injury/Illness Prevention Coordinator, to develop and execute both a long term plan, and an annual Community Education 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 Community Education activities with other illness/injury prevention projects within the community. The County's Injury/Illness Prevention Coordinator will provide staff support 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. 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.

XXI. Linguistic Access

AMR and the JPA agree to work collaboratively to implement linguistic access tools and education. AMR will provide a "Point to your Language" card in each ambulance and JPA first response vehicle to assist in identifying LEP clients. AMR 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.

AMR and the JPA will develop training curricula for linguistic access, approved by County. AMR will ensure that all its ambulance personnel have completed the training by July 2010. AMR 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. AMR will make medical Spanish and medical Tagalog available as part of its continuing education program.

XXII. Cultural Competence

AMR will develop training curricula on cultural competency subject to County approval. All ambulance personnel will complete cultural competence training by July 2010. AMR 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.

XXIII. Executive Steering Council

AMR and the JPA agree to fully participate in the ESC as outlined in the EASA. By July 15, 2009, the County shall form an Executive Steering Council (ESC) whose purpose shall be to guide the services provided under the EASA.

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.

By August 1, 2009, the County, in collaboration with AMR, 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, AMR and the JPA. Nothing in this section shall prevent the ESC from forming subcommittees as necessary to execute its oversight and dispute resolution function.

XXIV. Other

AMR and the JPA agree that it is beneficial to both parties to co-locate ambulances in fire stations or other city/special district property. The JPA shall make a reasonable good faith effort to maintain existing co-located stations to include current rental rates. If a JPA member desires to implement or increase station rental rates, the host member, JPA, and AMR agree to negotiate the effects in good faith. Nothing herein is intended to obligate the hosting JPA agency to enter into a ambulance housing agreement. The parties understand that co-located stations/posts are subject to change. Existing stations as of July 1, 2009 are:

- a. 499 Santa Barbara, Daly City
- b. Station 72, 1100 Linda Mar Blvd., Pacifica
- c. Station 40, 1191 Main Street, Half Moon Bay
- d. Station 1, 300 Middlefield Road, Menlo Park
- e. 1812 South Norfolk, San Mateo

In addition, the JPA shall make a reasonable good faith effort to make fire stations available for ambulance post utilization subject to negotiated terms and conditions. Initially, it is the intent of the JPA to permit AMR to utilize the following posting locations:

- a. Station 6, 700 Oak Grove Avenue, Menlo Park
- b. Station 14, 911 Granada, Belmont
- c. Station 17, 20 Tower Road, San Mateo

AMR may be required to pay reasonable utility usage and/or station maintenance funds if such there be. The parties further agree to work cooperatively to resolve any challenges which may arise due to the co-location of personnel. The JPA agrees upon request of AMR to make a reasonable good faith effort to make other fire stations or other property available.

AMR and the JPA agree that it is beneficial to the patients we service to obtain patient demographic, health or auto insurance coverage information, and capture medical supply charges at the time of transport to minimize direct patient billing. The parties further agree to develop cooperative policy and procedure to obtain this information prior to the ambulance departing the scene of EMS calls.

AMR and the JPA agree to work cooperatively to obtain and record all necessary data to support clinical excellence. To this end, it is anticipated that throughout the term of the EASA there will be additional data collection requirements for both AMR and the JPA. As an example, reporting and tracking of "arrival at patient bedside."

AMR and the JPA agree to work cooperatively to develop and implement a methodology to record on every EMS response performance of a 12-lead EKG, and disposable medical supply usage.

For any event that may require either operational or CISM debriefing, AMR and the JPA agree to collaboratively develop debriefing protocol and procedures that will result in improved patient care and caregiver interaction in the field setting.

Attachment One

JPA FIRST RESPONDER DURABLE MEDICAL EQUIPMENT -- DETAILED LIST	
	MINIMUM QUANTITY
PATIENT ASSESSMENT AND EXAMINATION EQUIPMENT	
Glucometer	1
Stethoscope	1
Portable Blood Pressure Cuff (adult, thigh, pediatric) Disposable or easily cleanable	1 each
Pulse Oximeter Sensor	1
Pediatric Measurement Tape (Broselow)	1
Thermometer	1
AIRWAY MANAGEMENT EQUIPMENT	
Adult and pediatric laryngoscope Handle	1 each
Adult blades, Sizes: Straight 4, 3; Curved 4, 3	1 each
Pediatric blades, Sizes: Straight 2, 1, 0; Curved 2, 1	1 each
Magill Forceps: Adult, Pediatric	1 each
PATIENT ASSESSMENT AND EXAMINATION EQUIPMENT	
Manual portable suction	1
Portable Oxygen Regulator (minimum 25 L/min)	1
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 blood pressure monitoring, pulse oximetry and end-tidal CO ₂ monitoring	1
ECG Trunk Cable	1
ECG 4-Lead Attachment	1
ECG 12-Lead Attachment	1
BANDAGING AND SPLINTING EQUIPMENT	
KED type device	Optional
Pediatric immobilization device	1
Backboard	1
OTHER DURABLE MEDICAL EQUIPMENT	
Medication Box	1
Traction Splint	1
Intraosseous Drill	1

FIRST RESPONDER MEDICAL SUPPLIES LIST	
MEDICATION – MEDICATIONS WILL BE IN PRELOADED SYRINGES WHEN AVAILABLE	STANDARD QUANTITY
Adenosine	30 mg
Albuterol 0.83% solution	4 doses
Aspirin: children's chewable	1 bottles
Atropine 1.0 mg/5 ml preload	4 mg
Benadryl 50 mg/1 ml	100 mg
Charcoal Slurry 25 Grams/120 ml	50 grams
Calcium Chloride 1 gm/10 ml preload	1 gm
Dextrose 50% 25 gm/50 ml preload	100 gm
Dopamine	400 mg
Epinephrine 1:1,000 1 mg/ml ampule	2 mg
Epinephrine 1:10,000 1 mg/10ml preload	4 mg
Glucagon 1 mg/vial	1 mg
Glucola 10 oz. or Glucose Paste, tube	1 dose
Lidocaine 100 mg/5 ml preload	400 mg
Narcan 2.0 mg/2 ml preload	4.0 mg
Nitroglycerine metered spray	1 bottle
Sodium Bicarbonate 1 mEq/1 ml preload	100 mEq
Morphine Sulfate 10 mg/1 ml ampule w/ tubex carpuject	10 mg
Versed 2 mg/2 cc vial, ampule, or preload	2 mg
Lidocaine Jelly	1
Topical Anesthetic Spray	1
Neosynephrine	1
Medication labels	1
IV FLUIDS	
Normal Saline 1000 ml	3
Normal Saline 250 ml	1
Normal Saline 10 ml vial	2
PERSONAL PROTECTIVE EQUIPMENT	
Gloves: Clean (unisex) – latex free available	4 pairs
Disposable Bags (Biohazard)	1
N95 Masks	
PATIENT ASSESSMENT AND EXAMINATION EQUIPMENT	
ET Tubes (Sizes 5.0 and under are uncuffed)	1 each size or half-size, 2

FIRST RESPONDER MEDICAL SUPPLIES LIST	
Size 2.5 – 5.5 (including ½ sizes) Size 6.0-8.0 (whole sizes)	size 8.0
ET Tube hold down devices	1
Capnography in-line adapter (adult and pediatric)	1
Esophageal Tracheal Airway Device (ETAD)/King Airway Size 3,0, 4,0, 5.0	1 each
Adult and pediatric stylets	1 each
IPPB Tubing with Mouthpiece	1
Pleural Decompression Kit	1
Soluble Lubricant (packets)	2
Suction Catheters: Sizes: 16, 14, 10, 8, 6, Tonsil Tip	1 each
Suction Tubing (spare)	1
Nasal Pharyngeal Airways: Sizes 34, 32, 30, 28	1 each
Oral Pharyngeal Airways: Sizes 0-6 or equivalent metric sizes	1 each
Oxygen Nasal Cannula: Adult and Pediatric	2 each
Oxygen Mask Non-rebreather: Adult and Pediatric	2 each
Oxygen Mask: Infant	1
Bag-Valve-Mask with reservoir: Adult, Pediatric	1 each size
Oxygen gaskets for portable	1
O ₂ Wrench	1
CARDIAC MONITORING EQUIPMENT	
EKG paper (rolls)	1
Electrodes:	3 sets
Pediatric Electrodes:	1 set
Adult Defibrillation Pads	1 set
Pediatric Defibrillation Pads	1 set
BANDAGING AND SPLINTING EQUIPMENT	
Sterile Bandage Compresses or Equivalent	4
Petroleum Gauze Pads	1
Gauze Pads: 4"x4" minimum size	6
Universal Dressings: 10" x 30" or larger	1
Triangular Bandages: 40"	2
Roller Bandages	2
Bandage Shears	1
Cervical Collar (Stiff) sizes to fit all patients older than 1 year old	1 each size
Large Semi-disposable vacuum splint	1

FIRST RESPONDER MEDICAL SUPPLIES LIST	
Rigid SAM-Type Splints	2
Head Immobilizer	2
Sterile Burn Pack	1
Tape: 1" roll, 2" roll	1 each
Hot Packs	1
Cold Packs	2
OB Kit to include gloves, umbilical cord clamp or tape, dressings, towels, bulb syringe, and clean plastic bags	1 set
I.V., SALINE LOCK, AND BLOOD DRAWING EQUIPMENT	
Infusion Sets: Micro drip set	1
Infusion Sets: Standard set (Macro)	4
Infusion Sets: Blood set with pump	2
Extension sets with flow controller	1
IV Cannulas: Sizes 24 gauge, 22 gauge, 20 gauge, 18 gauge, 16 gauge, 14 gauge	2 each
Saline locks	2
Syringes: 35 ml cath tip, 10 ml, 3 ml	2 each
Syringes: TB	2
Needles for Injection: 25 gauge: 5/8", 21 gauge: 1"	2 each
IO Needle (Adult and Pediatric)	1 each
Prep Razor	1
Alcohol Wipes (packets)	10
Betadine Wipes (packets)	6
Tourniquets (IV)	2
Pressure Infuser for 1,000 ml IV bags	1
Portable Sharps Container	1
MISCELLANEOUS ITEMS	
Standard Trauma Bag or Box	1
Triage Tags (County approved)	10
ADDITIONAL SUPPLIES	
Latex and non-latex gloves	1 box
Infectious disease barrier suits or disposable gowns and shoe covers	3 kit
Surgical masks to protect against droplet-transmitted pathogens	10
Containers for disposal of bio-hazardous waste, contaminated sharps, red biohazard bags, and yellow infectious linen bags	Misc.
Continuous positive airway pressure (CPAP) equipment	1
CPAP Device	1

