

**AGREEMENT FOR  
EMERGENCY MEDICAL AMBULANCE SERVICES,  
ADVANCED LIFE SUPPORT, AND  
CRITICAL CARE TRANSPORT**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 17<sup>th</sup> day of November 2020 by and between the County of San Benito (“the County”) and American Medical Response West d/b/a American Medical Response (“Contractor”)(collectively,”the Parties”).

**WHEREAS**, pursuant to Division 2.5 of the California Health & Safety Code, the County has designated the San Benito County Emergency Medical Services Agency to be the Local Emergency Medical Services Agency (“LEMSA”) for the purpose of the administration of emergency medical services within the County; and

**WHEREAS**, Division 2.5 of the Health and Safety Code confers specific authorities and responsibilities upon a LEMSAs, including but not limited to establishing one or more Exclusive Operating Areas (“EOAs”) and, contracting with one or more ambulance providers for the provision of ambulance services in the designated EOA or EOAs pursuant to the local plan; and

**WHEREAS**, San Benito County EMS Agency has develop a local plan, approved by the State EMS Authority, for the establishment of a single EOA covering the entire County, and the selection of a single ambulance provider to provide specified ambulance services, including Emergency Ambulance Services, ALS services, and CCT services for all areas within the EOA; and

**WHEREAS**, the County and Contractor desire to enter into a performance-based agreement; and

**WHEREAS**, the Parties have previously entered into agreements for services covered by the scope of this Agreement, which were amended from time to time, and which expired by their terms on September 30, 2020; and

**WHEREAS**, the Parties wish to enter into an interim limited term Agreement to continue provision of services and provide for the period from the expiration of the prior agreements until the Effective Date of this Agreement;

**NOW THEREFORE**, in consideration of the recitals and the mutual obligations of the County and Contractor set forth in this Agreement, the parties agree as follows:

**SECTION 1 - ADMINISTRATION OF THE CONTRACT AND TERMS**

**1.1 Contract Administration**

The Administrator of San Benito County Emergency Medical Services Agency will act as Contract Administrator, and shall represent the COUNTY in all matters pertaining to this Agreement and administer this Agreement on behalf of the COUNTY. The Contract Administrator or her/his designee may:

- A. Audit and inspect the CONTRACTOR’s operational and patient care reports;
- B. Monitor the CONTRACTOR’s EMS service delivery for compliance with standard of care as defined through law, medical protocols, and policies; and
- C. Provide technical guidance, as the Contract Administrator deems appropriate

## **1.2 Term of Contract**

The term of this Agreement shall commence at 00:01 hours on November 18, 2020 (Effective Date), and shall terminate at midnight on February 28, 2021, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

**1.2.1 Retroactive Effect** All terms and conditions of this Agreement with respect to the rights and responsibilities of the Parties shall apply to the period from October 1, 2020 until the Effective Date as if this Agreement had been in full force and effect.

## **1.3 Conditions for Contract Extension**

This Agreement may be extended for an additional 120-day (one hundred twenty days) period by action of the San Benito County Board of Supervisors. Thirty days prior to the expiration of this Agreement, CONTRACTOR may petition the Board for a 120-day extension.

- A. In deciding whether or not to extend the Agreement of COUNTY, at its discretion, may establish a Review Committee to analyze the performance of the CONTRACTOR and to make recommendations to the Contract Administrator.
- B. The Committee's review will consider, but not be limited to, how well the CONTRACTOR has performed in the following areas:
  1. Compliance with this Agreement;
  2. Operational and financial areas;
  3. Effectiveness of CONTRACTOR's quality improvement program in achieving demonstrable improvements in the performance and efficiency of the system;
  4. Cooperation of management in assisting the EMS Agency with system operation and enhancements;
  5. Number of substantiated complaints filed against CONTRACTOR and the manner in which CONTRACTOR handled them;
  6. Extent of CONTRACTOR's community involvement;
  7. Consistency in maintaining and/or improving its professional image;
  8. Integration of community and employee input;
  9. Level of cooperation between the CONTRACTOR and other participants within the EMS System.

## **1.4 Contract Service Area**

COUNTY hereby grants CONTRACTOR the exclusive right to provide emergency ground ambulance services within the Contract Area, hereinafter referred to as "Exclusive Operating Area," or, "EOA", consisting of the entire incorporated and unincorporated areas contained within the political boundaries of the County of San Benito. The Exclusive Operation Area for emergency ground ambulances is detailed on the map attached hereto as **Exhibit A**. The Exclusive Operating Area, as mapped in **Exhibit A**, is divided for response time purposes into "Urban," "Rural," "Wilderness," and "Wilderness/Remote" zones. COUNTY shall not permit any other provider of ambulance services to respond to medical calls within the Exclusive Operating Area requiring

emergency dispatch as defined in 42 CFR Section 414.605 and /or in the dispatch protocols, regardless of whether such calls are placed through the 9-1-1 system or to a seven digit number. COUNTY shall require that all such emergency calls, including those received on seven digit numbers, be routed to CONTRACTOR as provided in the dispatch protocols.

### **1.5 Notices**

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

**CONTRACTOR:** President, AMR West  
2400 Bisso Lane, Ste. A  
Concord, CA 94520

*With Mandatory Copy To:*

Law Department  
American Medical Response  
6363 S. Fiddler’s Green, Suite 1500  
Greenwood Village, CO 80111

**COUNTY:** Emergency Medical Services Agency Administrator  
San Benito County  
471 Fourth Street  
Hollister, CA 95023

## **SECTION 2 - ROLES AND RESPONSIBILITIES**

### **2.1 COUNTY’s Functional Responsibilities**

COUNTY seeks to ensure that reliable, high quality pre-hospital emergency medical care and transport services are provided on an uninterrupted basis. To accomplish this purpose, COUNTY will:

- A. Provide a physician licensed in California as EMS Medical Director who will review CONTRACTOR’s clinical performance, provide assistance in maintaining and improving the quality of CONTRACTOR’s clinical performance, provide medical control, and assure medical accountability throughout the planning, implementation and evaluation of the EMS System;
- B. Oversee and enforce the CONTRACTOR’s rights as the sole provider of ALS 9-1-1 prehospital emergency medical care and ground ambulance transport services within the Exclusive Operating Area;
- C. Oversee, monitor, and evaluate contract performance and compliance;

- D. Provide dispatch services through the COUNTY's designated communications center, Santa Cruz Regional 911, including the use of Hollister Fire Channel as primary and Med-Net Channel 1 as secondary channel;
- E. Review and take appropriate action on any proposal for change to improve or realign the EMS dispatch, CONTRACTOR deployment, and/or EMS system management functions;
- F. Provide CONTRACTOR access to CAD data for System Status Planning proposed and response time reporting.

## **2.2 CONTRACTOR's Functional Responsibilities**

During the term of this Agreement, CONTRACTOR will:

- A. Provide prehospital emergency medical care and transport services in response to medical 9-1-1 calls within the EOA twenty-four (24) hours each day, seven (7) days a week, 365 days per year without regard to the patient's financial status;
- B. CONTRACTOR is mandated to and shall respond to all requested for services using an Advanced Life Support ("ALS") Ambulance and shall provide a minimum of two ALS ambulance units and crews ready to respond to any medical 9-1-1 call. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be licensed as a Paramedic and the second of whom shall be licensed or certified at the level of EMT or higher ("ALS Ambulance Unit and Crew"), as defined in the California Health and Safety Code and California Code of Regulations. CONTRACTOR's personnel, shall at all times be appropriately credentialed, certified, licensed and/or county accredited to cover the required duty hours described in Section 2.2 A;
- C. Provide a third ambulance, to respond to calls a minimum of 36 hours per week to include weekends and holidays, and during periods of high demand identified by status management and operational needs. The ambulance shall be staffed with two personnel, certified or licensed at the level of EMT or higher for a minimum of 12 hours between 8:00 a.m. – 10:00 p.m.. CONTRACTOR's personnel shall at all times be appropriately credentialed, certified, licensed and/or county accredited;
  - 1. The third ambulance shall also be properly staffed and available (for a minimum of 12 hours between 8:00 a.m. – 10:00 p.m.) on each of the following holidays:
    - a. New Year's Day;
    - b. President's Day;
    - c. Memorial Day;
    - d. Independence Day (July 4);
    - e. Labor Day;
  - 2. During periods of High Demand (County-wide) as follows:
    - a. Motorcycle Rally (generally occurring in July);
    - b. Special events held within the EOA;
    - c. When requested pursuant to Section 4.3 of this Agreement;

- d. Other periods of high demand (county-wide) as identified by status management and operational needs;
  - 3. If the third ambulance is staffed as a BLS unit it shall respond to Priority A & B calls as determined by SCR911 in the Urban Response Zone.
  - 4. If the third ambulance is staffed as a BLS unit it will be the last unit out (Level 0) for any Priority call in any response zone.
  - 5. Response to calls within Hollister Hills State Vehicular Recreational Area will be provided at the ALS level. Should all ALS resources be committed to calls, the BLS unit will respond with an ALS unit responding as soon as a unit is available.
- D. Utilize, and be responsible for the maintenance of a COUNTY approved electronic EMS Data System for the purpose of creating Patient Care Reports (PCR's), for capturing EMS System and relevant patient data and mortality & morbidity outcomes;
  - E. Develop, implement and revise, as needed, system status strategies and deployment plans; and secure new or replacement ambulance post locations as CONTRACTOR deems necessary;
  - F. Provide ambulances, equipment, facilities, supplies, replacements and maintenance used by the CONTRACTOR and be financially responsible for fees associated with such equipment, facilities, and supplies including LifeNet data plan fees.
  - G. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are currently certified, licensed and/or accredited;
  - H. Comply with all training requirements established by the State of California, and all applicable policies and procedures established by the San Benito County EMS Agency;
  - I. CONTRACTOR shall participate in County-sanctioned exercises and disaster drills and other interagency trainings with non-system units and personnel.
  - J. Maintain neat, clean, and professional appearance of all personnel, facilities and equipment. Facilities (ambulance stations) are required to have Identification Signage as allowed by city and/or county code
  - K. Develop, negotiate and maintain hospital/ambulance policies, patient "exchange" policies, equipment exchange program, and maintain good working relations with all first responder, hospital and health care provider organizations and personnel;
  - L. Submit data and records requested including financial reports, which are supported by documentation or other verifiable information, as required by the COUNTY; including maintaining the CARES data base.
  - M. Mutual Aid & Automatic Aid Agreements – CONTRACTOR shall develop and maintain mutually beneficial support agreements with neighboring Ambulance Services, subject to approval by the EMS Agency.

### **SECTION 3 - DEPLOYMENT**

#### **3.1 Deployment Plan/Parameters**

All CONTRACTOR ambulance responses under the terms of this Agreement with the COUNTY shall be dispatched by COUNTY's designated communications center, Santa Cruz Regional 911, or in compliance with agreements, policies and protocols established by the COUNTY. Existing policies used by the CONTRACTOR can be substituted as annexes to describe their operation. Deployment plans should include:

- A. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
- B. Describe 24 hour and system status management strategies.
- C. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
- D. Include a map identifying proposed ambulance station or post locations.
- E. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
- F. Describe any planned use of on-call crews.
- G. Describe any mandatory overtime requirements
- H. Describe how workload shall be monitored for personnel assigned to 8-hour, 12-hour, 24-hour and 48-hour units.
- I. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.

Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

### **3.2 On-going Deployment Plan Requirements**

A current deployment plan shall be filed with COUNTY as part of the Reporting Requirements shown in **Exhibit B**. The CONTRACTOR shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met or other demographics exist that affect deployment change.

The CONTRACTOR will use best efforts to submit proposed permanent changes in the deployment plan in writing to COUNTY 30 days in advance.

### **3.3 Annual Review of Deployment**

Each year, as part of the Annual Reporting process, CONTRACTOR will review their current Deployment Plan. The purpose of this review is to ensure that the most effective resource deployment methodologies to satisfy the required Response and Operational requirements identified in this Agreement are being utilized.

## **SECTION 4 - OPERATIONS**

### **4.1 Response Time Standards**

- A. Response Time Performance – System response times are a key measurement of performance. This measurement is the determining factor which drives the placement and redeployment of the system's resources throughout the entire system.

- B. Geographical Response Zones - Compliance with response times in this Agreement is measured by meeting the performance criteria for a single aggregate zone after combining the four geographic zones below. For clarity, there is only one compliance measurement a month. The following response time zones are recognized for this Agreement.
1. Urban: All emergency calls within the San Benito County Urban Area identified on Map A must be responded to in ten (10) minutes or less.
  2. Rural: All emergency calls within the San Benito County Rural Area identified on Map A must be responded to in thirty (30) minutes or less.
  3. Wilderness: All emergency calls within the San Benito County Wilderness identified on Map A must be responded to in ninety (90) minutes or less.
  4. Wilderness (Remote): All emergency calls within the San Benito County Wilderness (Remote) Area identified in Map A must be responded to in one hundred twenty (120) minutes or less.
- C. Response Time Compliance Standard - CONTRACTOR will be deemed to be in compliance with response time standards if ninety percent (90%) or more of all 9-1-1 emergency events in which a ground transport ambulance arrives on scene, measured monthly, meet the specified response times. For purposes of calculating response times, times are measured in minutes and seconds from the time of dispatch to the time unit arrives on scene (or at the designated Staging Area) with wheels stopped. E.g., “10 Minutes” = 10m:00s. “10m:01s” is late.
- D. Calls dispatched as Code 2 (no lights and sirens) per Emergency Medical Dispatch (EMD) protocols, or those where the ambulance is dispatched to a staging location until the scene has been secure by law enforcement units, shall be exempt from meeting the response time requirements above.
- E. Response Times Determined – “Response Times” are determined by using information contained in, and reported by, COUNTY’s designated communications center, “Response Time” is the elapsed time difference, measured in minutes and seconds, between “Dispatch” and “Arrival” times.
1. Each incident will be counted as a single response regardless of the number of units that respond.
  2. The CONTRACTOR shall use its best effects to minimize variations or fluctuations in response time performance.
- F. Response Time Exemptions – In some cases late responses will be excused from response time compliance reports. Exemptions shall be considered on a case-by-case basis. CONTRACTOR shall file a request for each response time exemption on a monthly basis with the San Benito County EMS Agency within fifteen(15) business days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response. COUNTY shall have ten (10) business days to review and respond after which time the report will be deemed acceptable. Examples of exemptions include:

1. Failure by the dispatcher to give accurate location information (including address or cross street) to responding unit;
  2. Extreme inclement weather conditions which impair visibility or create other unsafe driving conditions;
  3. Wrong address or unrecognizable location description provided by the requesting party;
  4. Disrupted voice or radio transmission beyond the control of CONTRACTOR or COUNTY's designated communications center;
  5. Material change in dispatch location after the initial dispatch is recorded as dispatched;
  6. COUNTY's communications center failure to follow the CONTRACTOR's written automated System Status Management plan that directly affects the response time of the call;
  7. Call in which CONTRACTOR's responding crew believe the delay in their timely arrival to the call was outside their control documented by the crew;
  8. Unavoidable delays caused by road construction and/or closure;
  9. Absence of units from CONTRACTOR's San Benito County system deployment during time of declared disaster in contiguous county, as approved by the Contract Administrator; and,
  10. Periods in which the COUNTY's designated communications center computer aided dispatch (CAD) system is not operable and/or dispatch equipment failure disrupts the transmission recording of an incident.
- G. Response Time Compliance Report – Within twenty (20) business days following the end of each month, CONTRACTOR shall submit a report that includes any proposed exemption requests for those calls that failed to meet response time standards, based on information contained in, and reported by the CONTRACT and COUNTY'S designated communications center. Following receipt and approval/denial of exemption requests from COUNTY, the COUNTY shall provide CONTRACTOR with the final compliance results. See Subsection E "Response Times Determined" above.

#### **4.2 Use of EMS Aircraft**

- A. EMS Aircraft – The COUNTY reserves the right to allow EMS Aircraft to operate in the Exclusive Operating Area for the purpose of providing air transportation services for both immediate and scheduled responses. Prehospital utilization of EMS Aircraft is based upon San Benito County EMS Agency Policies and Procedures. The Contractor shall comply with San Benito County EMS Agency Policies and Procedures regarding the use of EMS Aircraft.

#### **4.3 Standby and Special Events**

- A. When requested by COUNTY, or another public safety agency within the EOA, CONTRACTOR shall furnish standby coverage at emergency incidents within the

EOA if the situation poses significant potential danger to the personnel of the requesting agency or to the general public.

- B. If the sponsor of a special event requests a dedicated standby ambulance at an event, CONTRACTOR may enter into a separate agreement with the sponsor for the provision of and payment for such services. On-duty 9-1-1 EMS System ambulances shall not be used for special event coverage. CONTRACTOR has first right of refusal; only COUNTY approved ambulance providers may provide standby service should CONTRACTOR choose not to enter into an agreement with the sponsor of a special event. CONTRACTOR shall be obligated to provide the level of service requested from the promoter and shall not at any point attempt to provide a lesser service (BLS instead of ALS) than requested.
  - 1. Should CONTRACTOR be unable to provide a requested standby, verification of a good faith attempt by CONTRACTOR to staff the standby unit utilizing staff from all AMR personnel who work or reside within 60 miles of the a San Benito County AMR ambulance facility. Verification can include but is not limited to: timestamped CAD logs of alerts, email distributions, etc.
  - 2. CONTRACTOR shall not cancel or attempt to change the service provided in an existing contract without finding an approved COUNTY ambulance provider as an alternative.
  - 3. CONTRACTOR shall not give less than one (1) months' notice of an inability to staff a standby until unless the requests is received less than one month from the event.
- C. CONTRACTOR shall not be precluded from performing other outside work at approved rates, such as non-emergency medical transfers.
- D. Nothing herein shall excuse CONTRACTOR from satisfying its obligations under the terms of this Agreement. Expense for use of dedicated system equipment and revenues generated will be reported as described in Section 9 –Fiscal Requirements.

#### **4.4 Dispatch Requirements**

- A. Dispatch – The CONTRACTOR will be dispatched through the COUNTY's designated communications center, i.e., Santa Cruz Regional 911.
- B. Dispatch Fees – For the term of this Agreement, COUNTY agrees to be financially responsible for all EMS dispatch fees and related services provided by COUNTY's designated communications center. This provision does not preclude CONTRACTOR from seeking to improve EMS dispatch service levels by providing such services internally or via other means such as outside service contracts. Any migration of dispatch services from COUNTY's designated communications center, i.e., Santa Cruz Regional 911, to another dispatch center shall be negotiated with and pre-authorized by COUNTY.
- C. Dispatch Performance/QI Program – Recognizing the critical importance communications plays in EMS system performance and the CONTRACTOR's ability to fulfill its obligations, COUNTY and CONTRACTOR agree that the COUNTY's designated communications center, i.e., Santa Cruz Regional 911, will have specific

performance standards for EMS dispatch that are measurable. CONTRACTOR may participate in defining these performance standards.

- D. Communications Equipment – CONTRACTOR shall provide and maintain in good operating condition, communication equipment consistent with county policies and procedures. Such communications equipment shall be compatible with existing COUNTY's communications center equipment, and remain so during the period of this Agreement.

#### **4.5 Equipment and Supplies**

- A. Ambulances – All ambulances used under the contract shall be Type I,II, or III, shall be in good condition, and shall meet or exceed the current federal KKK standards at the time of the vehicles' original manufacture, except where such standards conflict with State of California standards, in which case the state standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of California. All ambulances performing emergency response under this Agreement will be permitted annually by the COUNTY. As part of CONTRACTOR's Annual Report, CONTRACTOR shall provide to COUNTY a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the Agreement, including their license and vehicle identification numbers, mileage, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the COUNTY.

CONTRACTOR shall provide a minimum of three (3) ALS-ready ambulances within the Exclusive Operating Area that are fully stocked with equipment and supplies at all times.

- B. Ambulance Equipment and Supplies – Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, state, and local requirements for ALS level ambulances, including the requirements of County EMS Policies and Procedures. CONTRACTOR shall be responsible for stocking all expendable supplies including medications.

All medical equipment shall be in good repair and in safe working order at all times. CONTRACTOR shall maintain, within the Exclusive Operating Area, a surplus of all required supplies sufficient to sustain operations for a minimum of fifteen (15) days.

Contractor shall ensure that each ambulance unit utilized in the performance of services in the EOA under this Agreement is equipped in accordance with the following:

1. Each ambulance shall be equipped with emergency communication and alerting devices.
2. Each ambulance shall be equipped with the ability to communicate at all times (except where the ambulance is in a remote wilderness area or other inaccessible area) with COUNTY's designated communications center, Base Hospital, fire agencies, and public safety agencies.
3. Each ambulance shall be equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need.

4. Each ambulance shall be equipped with radio communications equipment compatible with the COUNTY's designated communications center equipment sufficient to meet or exceed the requirements of County Policies and Procedures.

CONTRACTOR's Annual Report to COUNTY shall include an Equipment Replacement Plan consisting of, but not be limited to, the number of ambulances and a listing of the durable equipment that is scheduled to be removed from front-line service in that year consistent with CONTRACTOR's judgment, policies and industry standards.

- C. Controlled Substances – CONTRACTOR shall have controlled substance policies and procedures consistent with Drug Enforcement Administration (DEA) requirements to govern the storage, inventory, accountability, restocking, and procurement of controlled drugs and substances permitted by Contract Administrator to be carried and utilized in the provisions of ALS by paramedics.
  1. The EMS Medical Director and Contract Administrator shall approve all controlled substance policies and procedures.
  2. Any incident of non-compliance with controlled substance policies and procedures shall be reported immediately to the Contract Administrator.
- D. Safety – CONTRACTOR shall provide its personnel with all required training, equipment and personal protective equipment (PPE) necessary to ensure protection from illness or injury when responding to an emergency medical request.
- E. Vehicle Maintenance Program – CONTRACTOR's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency response service.

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

CONTRACTOR shall submit a vehicle maintenance program and locations of maintenance services in writing to the COUNTY. Records of vehicle maintenance shall be submitted to COUNTY as part of CONTRACTOR's Annual Report.

Appearance of vehicles shall be excellent. CONTRACTOR shall repair all damage to ambulances in a timely manner.

#### **4.6 Disaster Preparedness**

- A. Disaster Plan – CONTRACTOR shall have a plan for the immediate recall of personnel to staff units during multi-casualty incidents, times of peak overload, or declared disaster situations. This plan shall include the ability of CONTRACTOR to page and alert off-duty personnel. CONTRACTOR shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.

To the extent that CONTRACTOR has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the Exclusive

Operating Area, CONTRACTOR, with COUNTY approval, shall render immediate “instant aid” and “mutual aid” to those providers of emergency medical services operating within adjacent areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

- B. Disaster Planning – CONTRACTOR shall actively participate with COUNTY in disaster planning. CONTRACTOR shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the COUNTY and with other agencies. CONTRACTOR shall provide field personnel and transport resources for participation in any county disaster drill in which the County Emergency Operations Plan or Multi-Casualty Incident Plan is tested.
- C. Disaster Response – If a disaster declaration is made, COUNTY may suspend normal operations and CONTRACTOR shall respond in accordance with the Emergency Operations Plan. The following provisions may apply, as determined by COUNTY, during and after a disaster:
  - 1. During such periods CONTRACTOR may be released, at the discretion of COUNTY, from response time performance requirements for all responses. At the scene of such disaster, CONTRACTOR personnel shall perform in accordance with the county Emergency Operations Plan.
  - 2. When disaster response has been terminated, CONTRACTOR shall resume normal operations as rapidly as is practical considering exhaustion personnel, need for restocking and other relevant considerations and shall keep County informed of factors that limit CONTRACTOR’s ability to resume normal operations.
  - 3. During the course of a disaster, CONTRACTOR shall use its best efforts to maintain emergency service throughout the EOA and shall suspend or ration non-emergency transport work as necessary.
  - 4. COUNTY shall assist CONTRACTOR in seeking reimbursement for its costs for any disaster relief monies. Such assistance shall be limited to processing claims for reimbursement equal to 100% of the direct cost of the services, or the allowable standby charge provided for herein, whichever is greater. COUNTY shall have no financial responsibility for these cost or charges other than to provide assistance in processing the claim(s) for payment.

#### **4.7 System Committee Participation**

CONTRACTOR shall designate appropriate personnel to participate in committees that have a direct impact on Emergency Medical Services for COUNTY.

#### **4.8 Community Education/Prevention**

CONTRACTOR shall participate in the EMS system’s public education and information program including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality/morbidity prevention/reduction, and general health and safety promotion.

CONTRACTOR shall work to increase public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion. This shall include,

but not be limited to, the provision of hands-only CPR and first aid training participation in EMS Week, health fairs, school programs, and business group meetings whenever possible. CONTRACTOR shall assist COUNTY with injury/mortality prevention projects upon request and report on such activities in meeting reports. . CONTRACTOR shall work collaboratively with fire agencies, law enforcement, base hospital, City and County staff, and EMS related groups such as the American Red Cross, and health care organizations to plan and provide public education programs.

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

## **SECTION 5 - PERSONNEL**

### **5.1 Clinical and Staffing Standards**

COUNTY expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable state laws and regulations, and County EMS Policies, Procedures and Field Treatment Guidelines. All persons employed by CONTRACTOR in the performance of work under this contract shall be competent and holders of appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession. CONTRACTOR shall be held accountable for ensuring that at all times its employees maintain current and valid credentials including state and local EMS Agency-issued EMT certification, paramedic licensure and county accreditation as well as its employees' performance and actions.

Patient privacy and confidentiality shall be protected. Employees shall not disclose patient medical information to any person not providing medical care to the patient.

#### **A. Management and Supervision**

1. CONTRACTOR shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service including oversight of subcontracts.
2. There will be a minimum of one (1) Field Supervisor, or management representative (See San Benito County Code section 11.09.015, subd. (D)) on duty within the EOA at all times. Notwithstanding the foregoing, CONTRACTOR may provide an "alternate supervisor" properly trained and authorized to carry out the functions, responsibilities, and duties of the Field Supervisor when a Field Supervisor or management representative is not available. The Field Supervisor, management representative, or alternate supervisor will manage CONTRACTOR'S personnel, ambulance deployment and operations and will be available as a resource.
3. Santa Cruz Regional 911 shall at all times be advised and have available the contact information for the designated personnel.
4. The on-duty field supervisor shall be fully trained in ICS 100, 200, 700, 706 & 800 or G606 (SEMS/NIMS combined class).
5. In addition to responding to the needs of the CONTRACTOR, the supervisor shall immediately (except where the supervisor may be on a call already)

respond at all times to any request by the COUNTY or public safety personnel from the EOA and shall be authorized to act on behalf of the CONTRACTOR.

- B. Required Licenses & Certifications – CONTRACTOR shall follow San Benito County EMS policies and procedures regarding the licensure, certification and accreditation requirements of its employees who are eligible to work in the County.
- C. Annual Infrequently Used Skills Training – Paramedics accredited in the county shall regularly practice skills and use of mediations listed in the COUNTY's scope of practice for paramedic, prior to performing these skills on patients in the field setting. Additionally, EMT's employed by CONTRACTOR shall participate in the practice and training sessions. Annually the Prehospital Advisory Committee (PAC) approves a list of infrequently used skills that are to be refreshed. A minimum of three (3) hours each year shall be allocated for each paramedic and EMT to refresh infrequently used skills identified by PAC. COUNTY shall be responsible for coordinating the annual Infrequently Used Skills training session, to be held each January of the contract year, and ensure that paramedics and EMTs working for a county approved ambulance provider complete this required training. CONTRACTOR will participate in the instruction of skills training.
- D. Orientation of New Personnel – CONTRACTOR shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, the following:
  - 1. EMS system overview;
  - 2. EMS Policies and Procedures;
  - 3. Radio communications with and between the CONTRACTOR, Base Hospital, receiving hospitals, and COUNTY's designated communications center;
  - 4. Map reading skills (including key landmarks), routes to hospitals and other major receiving facilities, emergency response areas within the county and in surrounding areas; and
  - 5. Ambulance equipment utilization and maintenance, in addition to CONTRACTOR's policies and procedures.

CONTRACTOR shall submit an Employee Orientation Program for approval by the Contract Administrator. CONTRACTOR shall notify Contract Administrator in writing of any changes made to the Program and will submit, as part of Contractor's Annual Report, a report listing all new employee orientation activities for the preceding twelve (12) months.

- E. In-Service Training, Continuing Education and Driver Training – CONTRACTOR shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training, continuing education (CE) and driver training. As part of the Annual Report, according to **Exhibit D**, CONTRACTOR list offerings during the previous year.
- F. Preparation for Multi-Casualty Incident (MCI) Response – CONTRACTOR shall ensure that all ambulance personnel and supervisory staff are trained and prepared to assume their respective roles and responsibilities under COUNTY EMS MCI Plan as

well as the COUNTY's Emergency Operations Plan. While responding to a declared MCI, CONTRACTOR's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with Standardized Emergency Management System (SEMS) legislation.

County will provide the current MCI Plan to CONTRACTOR and will notify CONTRACTOR of changes to the plan as they occur.

- G. Drug Free Workplace – CONTRACTOR shall require all employees to undergo a biological fluid test for drugs prior to employment and require that the results of the drug test are negative to qualify for employment. The use or consumption of marijuana pursuant to a medical recommendation is not an exemption to the zero tolerance policy for drug use under this provision. CONTRACTOR will comply with the Drug-Free Workplace Act (41 U.S.C. Section 81-1 et seq.). CONTRACTOR shall (a) enforce a zero tolerance policy for drug use and alcohol abuse that includes ensuring that employees are free from the influence of alcohol and intoxicating drugs while on-duty, and (b) prohibit any employee from using, possessing, concealing, manufacturing, transporting, selling, buying, or promoting the sale of any illegal drug.

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

- A. Work Schedules and Conditions – CONTRACTOR shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. CONTRACTOR shall ensure that ambulance personnel working extended shifts, part time jobs, voluntary or mandatory overtime, are not fatigued to an extent which might impair their judgment or motor skills. CONTRACTOR shall demonstrate that these personnel are provided sufficient rest periods to ensure that personnel remain alert and well rested during work periods. As part of CONTRACTOR's Annual Report, CONTRACTOR shall submit an employee turnover report to the COUNTY.
- B. Compensation/Fringe Benefits – COUNTY expects CONTRACTOR to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. Wages and benefits for personnel shall be in accordance with the schedule in the union agreement. COUNTY encourages CONTRACTOR to establish creative programs that result in successful recruitment and retention of personnel. CONTRACTOR shall demonstrate, initially and throughout the term of Contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.
- C. New Employee Recruitment and Screening Process – CONTRACTOR shall operate an aggressive, stringent, and comprehensive program of personnel recruitment and screening designed to attract and select field personnel.
- D. CONTRACTOR shall maintain current records related to their employees' paramedic state licensure, county accreditation, and EMT certification.

On a quarterly basis, CONTRACTOR shall provide COUNTY with a list of paramedics and EMT's currently employed by the CONTRACTOR. Information shall include, but not be limited to:

1. Name, address, telephone number;

2. California Paramedic or EMT certification number and expiration date;
3. ACLS expiration date;
4. PALS expiration date;
5. BLS CPR (AHA “Healthcare Provider” or equivalent) expiration date; and
6. Government-Issued Identification.

Information necessary to keep this list current shall be updated at least quarterly consistent with the ongoing reporting schedule in **Exhibit B**.

- E. Critical Incident Stress Debriefing (CISD) – The nature of work in emergency medical services produces stress in providers. COUNTY prefers a CISD program that is integrated with programs used by other COUNTY prehospital personnel. CONTRACTOR shall maintain a Critical Incident Stress Debriefing program and an on-going stress reduction program for its employees.

### **5.3 Safety and Infection Control**

- A. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including bloodborne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
- B. CONTRACTOR shall, upon request, furnish documentation satisfactory to COUNTY’s Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- C. CONTRACTOR shall, upon request, furnish COUNTY a copy of their Communicable Disease Policy and any changes to that policy throughout the term of this Agreement.

## **SECTION 6 - QUALITY/PERFORMANCE**

### **6.1 Continuous Quality Improvement Program**

- A. CQI Program – CONTRACTOR shall establish a comprehensive Continuous Quality Improvement (CQI) Program and shall be approved by COUNTY. CONTRACTOR’s CQI Program shall be designed to interface with COUNTY’s evolving CQI Program and shall include participation in EMS System-related CQI activities. CONTRACTOR’s CQI Program shall be an organized, coordinated and multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and mortality and morbidity outcomes. The CQI Program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries or complaints are handled.

As part of CONTRACTOR's Annual Report, CONTRACTOR shall submit an update to the COUNTY to show compliance with their approved CQI Program and any identified areas of its operations which require improvement.

- B. Clinical & Education Services (CES) Coordinator – CONTRACTOR will employ a regional CES Coordinator to manage quality improvement and training programs within the San Benito County EOA. The CES Coordinator or his/her designee will be the key clinical liaison to the San Benito County EMS System, working with first responder agencies and COUNTY committees to ensure system clinical excellence. The CES Coordinator or his/her designee will be responsible for the coordination and execution of all clinical education and training programs for CONTRACTOR.
- C. Inquiries and Complaints – CONTRACTOR shall provide prompt response and follow-up to all inquiries and complaints, regardless of the source.
- D. Unusual Occurrences and Complaints – CONTRACTOR shall complete a report to the Contract Administrator within 24 hours by all parties involved in an unusual clinical occurrence as per County Policy #111. CONTRACTOR shall immediately notify the Contract Administrator of potential violations of the California Health and Safety Code, California Code of Regulations, Title 22, or local EMS Agency Policies.

CONTRACTOR shall maintain a database of non-clinical unusual occurrences/complaints including tracking, trending and resolution. All billing complaints will also be included in the database. CONTRACTOR shall provide a report to contract Administrator of all non-clinical complaints consistent with the quarterly report schedule in **Exhibit B**. Clinical unusual occurrences/complaints and non-clinical unusual occurrences will be tracked separately.

## **SECTION 7 - DATA AND REPORTING**

### **7.1 Electronic EMS Data System Hardware and Software**

CONTRACTOR shall utilize and be fully responsible for the maintenance of the electronic EMS data system including all related software and hardware.

### **7.2 Electronic EMS Data System Use and Reporting Responsibilities**

The COUNTY approved electronic EMS data system shall be used for creating Patient Care Reports (PCRs), documentation of patient medical records and outcomes, Continuous Quality Improvement Program, EMS System data, and for reporting aggregate data as specified in the California Health and Safety Code and California Code of Regulations, Title 22.

The central repository for EMS data shall be at the EMS Agency office. Records contained within the database shall be secure and confidential. Access to actual database records shall be restricted to select entities (e.g. EMS program staff, CONTRACTOR's CQI designated personnel).

### **7.3 Prehospital Care Reports**

CONTRACTOR shall complete appropriate documentation and Prehospital Care Reports according to County EMS Agency Policy and Procedure. The COUNTY will provide CONTRACTOR with any proposed changes to the County EMS Policy and Procedures thirty (30) days before implementation. If such proposed changes would create an adverse financial impact

upon CONTRACTOR, CONTRACTOR and COUNTY agree to negotiate in good faith a revision to the fee structure accordingly.

#### **7.4 Audits and Inspections**

At any time during normal business hours, and as often as may reasonable be deemed necessary, COUNTY's representatives, including EMS Agency representatives and the EMS Medical Director, may observe CONTRACTOR's operations. Additionally, CONTRACTOR shall make available (within a reasonable timeframe and advance written notice) for their examination and audit all contracts (including union contracts), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by this Agreement.

Consistent with applicable law and CONTRACTOR's policies, COUNTY representatives, may, at any time, and without notification, directly observe CONTRACTOR's operation, ride as "third person" on any of the CONTRACTOR's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with CONTRACTOR's employees in the performance of their duties, and shall, at all times, be respectful of CONTRACTOR's employer/employee relationship.

COUNTY's right to observe and inspect CONTRACTOR's business office operations or records shall be restricted to normal business hours, except as provided above.

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

During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information (Protected Health Information "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of 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. CONTRACTOR shall require subcontractors to abide by the requirements of this section.

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

### **SECTION 8 - ADMINISTRATIVE REQUIREMENTS**

#### **8.1 Performance Security**

Prior to commencement of operations under the terms and conditions of this Agreement, CONTRACTOR shall obtain and maintain throughout the term of the contract, Performance Security in the amount of \$500,000 in one of the following methods acceptable to the COUNTY.

- A. A performance bond issued by an admitted surety licensed in the State of California acceptable to COUNTY, provide that the language of such performance bond shall recognize and accept the contract's requirements for immediate release of funds to COUNTY upon determination by COUNTY that CONTRACTOR is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by CONTRACTOR or the bonding company shall be initiated and resolved only after release of the performance security funds to COUNTY; or
- B. An irrevocable letter of credit issued by a bank or other financial institution in a form acceptable to COUNTY which shall recognize and accept the contract's requirements for immediate payment of funds to COUNTY upon determination by COUNTY that CONTRACTOR is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the CONTRACTOR or the creditor shall be initiated and resolved only after release of the performance security funds to COUNTY; or
- C. A combination of the above methods that is determined acceptable by COUNTY.

The performance bond or irrevocable letter of credit furnished by CONTRACTOR in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days written notice to COUNTY of the intention to cancel said bond or letter of credit. CONTRACTOR shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide COUNTY with replacement security in a form acceptable to COUNTY. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, CONTRACTOR shall provide replacement security acceptable to COUNTY within twenty (20) days of such occurrence.

The following shall be the conditions before the COUNTY may draw on the performance security: (a) the COUNTY declares CONTRACTOR in Major Breach; (b) the CONTRACTOR fails to cure the Major Breach within thirty (30) days; and (c) the COUNTY terminates the Agreement.

## **8.2 Insurance**

CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance shall be primary coverage and COUNTY shall not contribute to it. If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR's Insurance for each subcontractor employed or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement. The following types of insurance and applicable minimum limits are required:

- A. Worker's Compensation in the minimum statutorily required coverage amounts.
- B. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of

\$1,000,000 combined single limit per occurrence for bodily injury and property damage with a \$10,000,000 umbrella policy.

- C. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, with a \$10,000,000 umbrella policy, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit with a \$10,000,000 umbrella policy.

### **8.3 Business Office, Billing and Collection System**

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

## **SECTION 9 - FISCAL REQUIREMENTS**

### **9.1 General Provisions**

- A. As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, CONTRACTOR shall collect revenues as permitted in this section.
- B. All reports provided by CONTRACTOR shall be in accordance with generally accepted accounting principles and be based on an accrual system.
- C. For reporting purposes relative to this Agreement, COUNTY will recognize CONTRACTOR's Fiscal Year of January 1 through December 31.
- D. CONTRACTOR shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of five (5) years from the end of the reporting period to which they pertain. CONTRACTOR will provide COUNTY or their designee access to all records for analytical purposes.
- E. Definitions and formulas pertinent to this section are found in **Exhibit E**.

### **9.2 Billing and Collections**

- A. CONTRACTOR Exclusive Right to Bill – CONTRACTOR shall be solely entitled to perform and be responsible for performing billing of patients and third-party payors for services provided hereunder. COUNTY shall not bill or permit any other party to bill patients or third-party payors for services, including but not limited to transport, first response or dispatch services provided in connection with an emergency call. CONTRACTOR shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs.
- B. Rates – CONTRACTOR shall further comply with the rate requirements set forth by the COUNTY in **Exhibit C**. CONTRACTOR shall only charge the rates set forth in **Exhibit C** to patients and third party-payors. Further, CONTRACTOR shall not discount its rates or collect a rate less than the rates set forth in **Exhibit C** (except where

required by law, e.g., Medicare or Medicaid or where a patient meets CONTRACTOR's Compassionate Care policy). 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 required by law, e.g., Medicare or Medicaid.

C. Medicare – CONTRACTOR shall accept Medicare and Medi-Cal assignment.

### **Section 9.3 Rate Increase**

A. Regular and Ordinary Rate Increase. The Base Rate, Mileage Rate, Oxygen Rate, and Emergency Rate set forth in **Exhibit C** will routinely be increased on January 1st of each calendar year during the term of this Agreement to adjust for inflation. Not later than sixty (60) days prior to each adjustment date, the CONTRACTOR may request Contract Administrator to increase the rates. The rate increases shall be the greater of the following percentages:

1. Three percent (3%) divided by the COUNTRACTOR'S average collection rate from the current year in San Benito County.
2. The percentage calculated from the following Consumer Price Index (CPI) factors divided by the COUNTRACTOR'S average collection rate from the current year. The Department of Labor, Bureau of Labor Statistics CPI as of the previous twelve (12) month period for which published figures are then available for San Francisco-Oakland-San Jose shall be used to calculate the following percentages from CPI (which shall then be added together and divided by the average collection rate):
  - a. 2.33% of the CPI - Transportation Index
  - b. 81.33% of the CPI - Medical Care Index
  - c. 16.33% of the CPI - All Item (Less Medical Care) Index

B. Extraordinary Rate Increase. The Contract Administrator may approve an extraordinary rate increase to the Base Rate, Emergency Rate, Oxygen Rate, and/or Mileage Rate set forth in **Exhibit C** if determined to be reasonable for the following reasons:

1. The CONTRACTOR determines actual or reasonable 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 government third-party-payor programs that result in significant reduction in revenues for services rendered.

C. Ancillary Charges Rate Increase. The rates set forth in **Exhibit C** for ancillary charges, i.e., those other than the Base Rate, Mileage Rate, Oxygen Rate, and Emergency Rate, shall be CONTRACTOR's usual and customary charges for those ancillary services, including, but not limited to, procedures, supplies, medications, etc. CONTRACTOR typically adjusts its ancillary charges rate schedule on January 1st along with the

“Regular and Ordinary Rate Increase,” but may update these rates mid-year as they change from time-to-time. In addition to its obligations under Subdivision (D) of this Section, CONTRACTOR shall use best efforts to notify the Contract Administrator within thirty (30) days of any rate change to any ancillary charge.

- D. Any rate increase made under this section shall be approved in writing by Contract Administrator for implementation and, when so approved, shall be memorialized by executing an amendment to this Agreement.

#### **9.4 Annual Profit**

CONTRACTOR’s annual profit will be capped at eight (8) percent of net revenue. If revenues exceed this cap, a review of CONTRACTOR’s fee schedule will be implemented by the Contract Administrator.

#### **9.5 Reporting Responsibilities**

- A. Annual Budget – By March 31 of each year and consistent with the timeline shown in **Exhibit D**, CONTRACTOR will submit an Annual Budget including a capital-spending plan and a schedule of depreciation for all fixed assets.
- B. Quarterly Reports – Before the end of the following month of each quarter and consistent with the timeline shown in **Exhibit D**, CONTRACTOR shall submit a quarterly report of revenue and expenditure totals by account and also submit a quarterly schedule of gross charges and payments received by payor group in a format approved by COUNTY.
- C. Year-End Financial Report – Within 90 days of the close of CONTRACTOR’s fiscal year, the CONTRACTOR shall submit to COUNTY:
1. An annual statement of revenue and expenditure totals by account in accordance with the chart of accounts and reimbursement terms of this Agreement. COUNTY recognizes that the annual statement of revenue and expenditures will be an internally prepared system statement and will not be audited. However, the COUNTY reserves the right to request CONTRACTOR to provide audited financial statements. Expenses to provide audited financial statements shall be shared equally, i.e., 50% / 50%, between CONTRACTOR and COUNTY. If the cost to perform an audited financial statement would create an adverse financial impact upon CONTRACTOR, CONTRACTOR and the COUNTY agree to negotiate in good faith a revision to the fee structure accordingly.
  2. Additional information to include:
    - a. CONTRACTOR’s general ledger for local operations.
    - b. Accounts receivable activity, patient billings and detailed support for all adjustments and write-offs.
    - c. Detailed information and support documentation for all financial reports.
    - d. Detailed activity and accounting information and supporting documentation for any revenue generated by personnel and equipment expensed in this Agreement.

- D. Audited Financial Statements – CONTRACTOR will provide audited financial statements with 120 days of any such request.

## **SECTION 10 - GENERAL CONTRACT REQUIREMENTS**

### **10.1 Contract Termination**

- A. Termination by Mutual Agreement. - COUNTY and CONTRACTOR shall meet on a regular basis to review the terms of the contract and the scope of service. The purpose of the meeting shall be to discuss the needs of the COUNTY and CONTRACTOR and to work towards extending the contract. If COUNTY and CONTRACTOR cannot reach an agreement on a requested modification either party may terminate the contract by giving six (6) months advance written notice pursuant to the provisions of Section 1.5.
- B. Termination For Cause – COUNTY may terminate this Agreement in the event of any Major Breach by CONTRACTOR as defined below. As a condition precedent to termination by COUNTY, COUNTY shall provide CONTRACTOR with no less than thirty (30) days advanced 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) day 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.

“Major Breach” shall be defined as:

1. Failure of CONTRACTOR to operate its ambulances and emergency medical services program in a manner which enables COUNTY and CONTRACTOR to remain in substantial compliance with the requirements of federal, state, and local laws, rules and regulations.
2. Willful material falsification of information supplied by CONTRACTOR in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to dispatch data, patient reporting data, and response time performance data, as related to the Agreement;
3. Chronic or persistent failure of CONTRACTOR’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by CONTRACTOR.
4. Failure to comply with response time performance requirements for three consecutive months, or for any four months in a calendar year. For clarity and purposes of calculating a major breach, the urban, rural, wilderness and wilderness/remote zone shall be combined and aggregated into a single zone.

5. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein and accepted by the COUNTY;
  6. Failure to participate in the established Continuous Quality Improvement program of the San Benito County EMS Agency, including , but not limited to investigation of incidents and implementing prescribed corrective actions;
  7. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with CONTRACTOR's submitted and accepted equipment replacement policy, except when extended use of such equipment is approved by COUNTY as provided for herein;
  8. Chronic or persistent failure to correct or comply with conditions stipulated by COUNTY;
  9. Failure of CONTRACTOR to cooperate with and assist COUNTY in the investigation or correction of the terms of this Agreement;
  10. Failure to assist in the orderly transition, or scaling down of services upon the end of the Exclusive Operating Area agreement if a subsequent EOA agreement with CONTRACTOR is not awarded;
  11. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
  12. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
  13. Any other willful acts or omissions of CONTRACTOR that endanger the public health and safety; and
  14. Repeated failure to prepare and submit the required Year End Financial Report, or requested independent audit without written notice.
- C. Declaration of Major Breach – If the County Board of Supervisors determines that a Major Breach has occurred and CONTRACTOR failed to cure the Major Breach, and that the nature of the breach is, in COUNTY's reasonable opinion, such that the breach constitutes a serious and immediate threat to public health and safety, and after CONTRACTOR has been given notice and reasonable opportunity to correct such deficiency, CONTRACTOR shall cooperate completely and immediately with COUNTY to effect a prompt and orderly takeover or replacement by COUNTY of CONTRACTOR's San Benito County operations.
- D. Dispute After Takeover/Replacement – Such takeover/replacement shall be effected within 72 hours (or such other period of time as the COUNTY deems appropriate under the circumstances) after finding of Major Breach by the County Board of Supervisors meeting the criteria for takeover/replacement. CONTRACTOR shall not be prohibited from disputing any such finding of such breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by COUNTY. Neither shall such dispute by the CONTRACTOR delay COUNTY's access to CONTRACTOR's performance security.

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

- E. Breach Not Dangerous to Public Health and Safety – If COUNTY declares CONTRACTOR to be in Major Breach on grounds other than performance deficiencies dangerous to public health and safety, CONTRACTOR may dispute COUNTY's claim of Major Breach prior to termination of this Agreement.
- F. Liquidated Damages – The unique nature of the services that are the subject of this Agreement requires that, in the event of Major Breach of a type that endangers the public health and safety, COUNTY must restore services immediately, and CONTRACTOR must cooperate fully to affect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of CONTRACTOR's operations by COUNTY it would be difficult or impossible to distinguish the cost to COUNTY of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to COUNTY during an interim period, and cost of recruiting a replacement contractor from the normal cost to COUNTY that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of CONTRACTOR's default or from faulty management of COUNTY's cost during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Contract. The minimum amount of these additional costs to COUNTY (e.g., costs in excess of those that would have been incurred by COUNTY if the default had not occurred) could be not less than \$300,000 even assuming COUNTY's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared Major Breach, CONTRACTOR shall pay COUNTY liquidated damages in the amount of \$300,000.

- G. County Responsibilities – In the event of termination, COUNTY shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.
- H. "Lame Duck" Provisions – If CONTRACTOR fails to win the bid in a subsequent bid cycle, COUNTY shall depend upon CONTRACTOR to continue provision of all services required under the contract until the winning contractor takes over operations. Under these circumstances, CONTRACTOR would, for a period of several months,

serve as a “Lame Duck”. To ensure continued performance fully consistent with the requirements of the contract 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 substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to the subsequent winning contractor.
2. CONTRACTOR shall make no changes in methods of operation that could reasonably be considered aimed at cutting CONTRACTOR’s service and operating costs to maximize profits during the final stages of the contract.
3. CONTRACTOR may reasonably begin to prepare for transition of service to the new CONTRACTOR during the “Lame Duck” period, and the COUNTY shall not unreasonably withhold its approval of the outgoing CONTRACTOR’s requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair the CONTRACTOR’s performance during such “Lame Duck” period, and so long as such transition activities are pre-approved by COUNTY.

## **10.2 Indemnification For Damages, Taxes and Contributions**

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

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR’s performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
- B. Any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’s officers, employees and agents engaged in the performance of this Agreement including, without limitations, unemployment insurance, social security and payroll tax withholding.

## **10.3 Equal Employment Opportunity**

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age, veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places available to

employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, gender, sexual orientation, age, veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider minority/women/disabled downed business enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY.

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

#### **10.4 Independent Contractor**

It is agreed that CONTRACTOR shall perform as an independent contractor under this Agreement. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and its employees shall in no event be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, and retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Board of Directors/Trustees of CONTRACTOR shall be vested with the responsibility for the administration of the program to be conducted under this Agreement.

By their signatures to this Agreement, each party certifies that it is his or her considered judgment that CONTRACTOR engaged under this Agreement is in fact an independent contractor.

#### **10.5 Confidentiality of Records**

CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the Contract Administrator or his/her designated representatives, including the Auditor-Controller of the County, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned federal and state statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

#### **10.6 Assignment**

CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.

#### **10.7 Interest of Contractor**

CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained under this Agreement.

#### **10.8 Political Activities Prohibited**

None of the funds, provided directly or indirectly, under this contract shall be used for any political activities to further the election or defeat of any elected officer in the County of San Benito. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office in San Benito County.

#### **10.9 Lobbying**

None of the funds provided under this contract shall be used for publicity purposes designed to support or defeat any legislation pending before the Board of Supervisors of the county to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 CFR, Section 501 (c)(3)-ib(3).

#### **10.10 Conformance to Regulations**

CONTRACTOR shall perform this Agreement in conformance with all applicable federal, state and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

#### **10.11 Conformance to Law**

This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of San Benito.

#### **10.12 Monitoring**

CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.

#### **10.13 Reports**

CONTRACTOR shall submit written reports of operations, fiscal and other reports as requested by COUNTY according to the tables shown in **Exhibits B, and D.** . The format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to Contract Administrator.

#### **10.14 Ownership, Publication, Reproduction And Use of Material**

All reports, studies, information, data, statistics, forms designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyrights or patent rights by CONTRACTOR in the United States or in any other country without the express written consent of COUNTY. COUNTY shall have unrestricted

authority to publish, disclose, distribute and otherwise use copyrights or patent rights by CONTRACTOR in the United States or in any other country without the express written consent of CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyrights or patents, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

#### **10.15 Evaluation/Research**

Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services.

COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.

#### **10.16 Changes**

COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between COUNTY and CONTRACTOR shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.

Amendments or modifications to the provisions of this Agreement, including its term, may be initiated by either party and may be incorporated into this Agreement if it is in writing and approved by the parties.

#### **10.17 Retention and Audit of Records**

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the San Benito County Auditor and Finance Director, the Auditor General of the State of California, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.

#### **10.18 Regulatory Language**

- A. Compliance – The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-Kickback Statute.
- B. Compliance Program and Code of Conduct – CONTRACTOR 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 CONTRACTOR's web site located at: [www.amr.net](http://www.amr.net), and each party acknowledges receipt of such documents. CONTRACTOR warrants that its personnel shall comply with CONTRACTOR'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 USC §1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in federal healthcare 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 healthcare 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 rendered.

#### **SECTION 11 - EXHIBITS**

<b>EXHIBIT</b>	<b>TITLE</b>
A	EOA MAPS
B	REPORTING REQUIREMENTS
C	SAN BENITO COUNTY RATES
D	FISCAL TIMELINES
E	DEFINITIONS
F	SUBSIDY SCHEDULE

#### **SIGNATURES**

**CONTRACTOR**

\_\_\_\_\_  
Name/Title: Edward Van Horne, President & CEO

\_\_\_\_\_  
Date

**COUNTY**

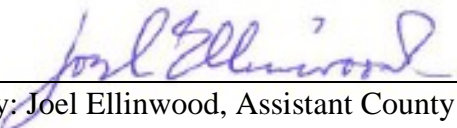
San Benito County Board of Supervisors

\_\_\_\_\_  
Jaime De La Cruz, Chair

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

Barbara Thompson, San Benito County Counsel

  
\_\_\_\_\_  
By: Joel Ellinwood, Assistant County Counsel

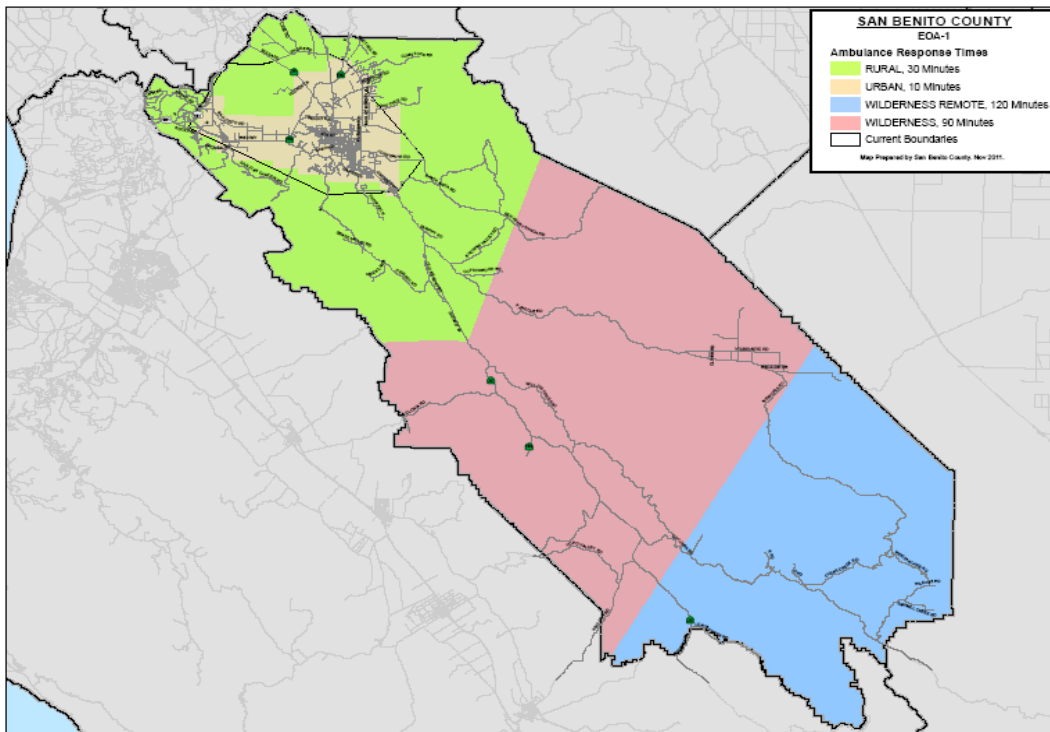
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November 10, 2020

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Date

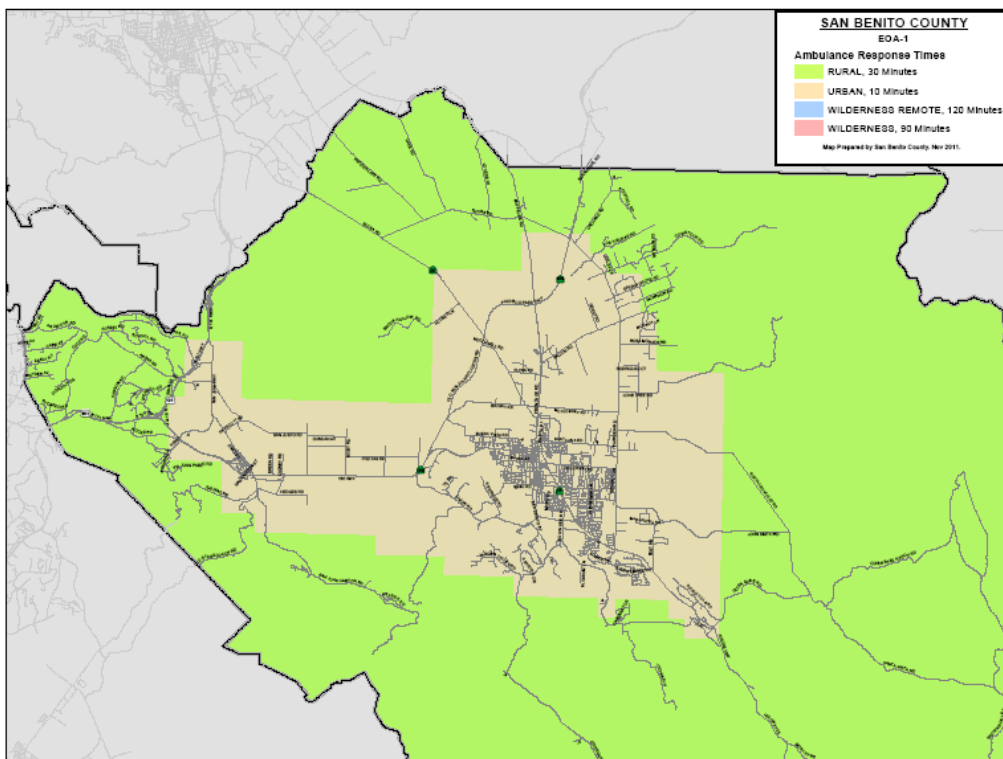
# EXHIBIT A

## EOA Maps

### San Benito County EOA



### Urban Response Detail



# EXHIBIT B

## Reporting Requirements

REPORT NAME	PERIOD ENDING	DUE DATE	FREQUENCY
<b>Unusual Clinical Occurrences</b> <ul style="list-style-type: none"> <li>including non-compliance with controlled substance policies and procedures</li> </ul>		Within 24 hours	As needed
<b>EMS Special Events/Standby Notification</b> <ul style="list-style-type: none"> <li>notification of special event/standby coverage</li> </ul>		7+ days prior to beginning of coverage	As needed
<b>Response Time Compliance Report/Exception Request</b>	Month end	Within 20 days after end of each month	Monthly
<b>Quarterly Report:</b> <ul style="list-style-type: none"> <li>Employee Records* (contract 5.2.D)</li> <li>Unusual <u>Non-Clinical</u> Occurrences/Complaints (tracking, trending and resolution), to include billing complaints.</li> </ul>	March 31, June 30, Sept. 30, Dec. 31	30 days after end of quarter (April 30, July 31, Oct. 31, Jan. 31)	Quarterly
<b>Quarterly Financials:</b> <ul style="list-style-type: none"> <li>revenue &amp; expenditure totals, gross charges and payments</li> </ul>	March 31, June 30, Sept. 30, Dec. 31	90 days after end of quarter (June 30, Sept. 30, Dec. 31, March 31)	Quarterly
<b>Annual Report</b> (on previous year) to include: <ul style="list-style-type: none"> <li>Annual Budget (for current year)</li> <li>Year-End Financial</li> <li>QI Plan and update on activities from previous year and anticipated activities</li> <li>Community Education</li> <li>Controlled Substance Compliance</li> <li>New Employee Orientation</li> <li>In-Service Training</li> <li>Vehicle List (inspection reports, DMV registrations)/Fleet Replacement Plan</li> <li>Vehicle Maintenance Schedule</li> <li>Equipment Replacement Plan</li> <li>Deployment Plan/System Recommendations</li> <li>Disaster Plan update</li> <li>Business Licenses</li> <li>Evidence of Insurance</li> <li>Schedule of Rates (current year)</li> <li>Medical Director – name/contact info.</li> </ul>	December 31	Within 90 days of Dec. 31 (by March 31)	Annually

# EXHIBIT C

## San Benito County Rates

San Benito County		Current Fee
Proc. Code	Description	2020 Rate
1150	ALS BASE RATE	\$3,488.70
1151	ALS BASE RATE	\$3,488.70
1152	ALS BASE RATE	\$3,488.70
2150	ALS MILEAGE	\$74.01
2151	ALS MILEAGE	\$74.01
3001	OXYGEN	\$247.93
6040	EMERGENCY	\$247.93

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San Benito County	
Procedure Code / Description	Current Fee
1110 - NON TRANSPORT	\$165.11
1111 - TREAT NO TRANSPORT	\$165.11
1112 - TREAT/RELEASE EXTENDED WAIT	\$330.24
1150 - ALS BASE RATE	\$3,488.70
1151 - ALS BASE RATE	\$3,488.70
1152 - ALS BASE RATE	\$3,488.70
1170 - ALS NON-EMERGENCY BASE	\$3,488.70
1171 - ALS BASE RATE	\$3,488.70
2150 - ALS MILEAGE	\$74.01
2151 - ALS MILEAGE	\$74.01
2999 - NON COVERED EXCESS MILEAGE	\$74.01
3001 - OXYGEN	\$247.93
3002 - AIRWAY/NASAL	\$31.07
3003 - AIRWAY /ORAL	\$15.74
3004 - COLD/HOT PACK	\$25.47

# EXHIBIT C

## San Benito County Rates

3005 - CRICO/CREST SUPPLIES	\$169.31
3006 - DEFIB ELECTRODES	\$183.69
3007 - DRESSING - MAJOR	\$15.74
3010 - INTUBATION SUPPLIES	\$605.40
3011 - IO SUPPLIES	\$477.94
3012 - IRRIGATION FLUID	\$9.78
3016 - EKG ELECTRODES	\$114.21
3017 - O2 SUPPLIES/NEBULIZER	\$70.84
3018 - OB PACK	\$119.00
3023 - SUCTION TUBE	\$46.16
3025 - C02 DETECTION SUPPLY	\$98.63
3028 - BURN SHEET	\$57.92
3029 - EOA, COMBI-TUBE,PTL	\$444.60
3031 - CANNULA	\$16.34
3047 - BED PAN	\$15.90
3048 - EMESIS BASIN	\$3.58
3049 - URINAL	\$15.90
3055 - DISPOSABLE LINEN	\$46.97
3059 - ARM BOARDS LONG	\$5.45
3060 - ARM BOARDS SHORT	\$5.45
3061 - BAG VALVE MASK	\$106.26
3062 - BANDAGES ROLLER	\$8.02
3063 - BANDAGES TRIANGULAR	\$16.07

# EXHIBIT C

## San Benito County Rates

3064 - BLANKET, DISPOSABLE	\$31.07
3073 - HEPA MASK MED/LARGE	\$40.73
3086 - NON-REBREATHER MASK	\$16.01
3090 - PETROLEUM GAUZE PADS	\$10.12
3091 - PLEURAL DECOMPRESSION KIT	\$309.76
3092 - RESTRAINTS DISPOSABLE	\$15.04
3094 - SAM SPLINT	\$81.18
3096 - SPLINT ARM	\$22.52
3097 - SPLINT LEG	\$32.10
3099 - YANKAUER SUCTION	\$36.85
3101 - SUCTION CATHETERS	\$35.20
3139 - CAPNOGRAPH	\$38.24
3157 - DEFIB PADS	\$88.28
3165 - QUICKCLOT	\$103.96
3197 - CHUX PAD	\$9.28
3198 - KING AIRWAY/INTUBATION	\$192.46
3200 - ASPIRIN	\$0.20
4001 - ALBUTEROL NEBULIZER	\$70.84
4003 - ATROPINE	\$41.95
4004 - BENADRYL	\$61.39
4006 - CALCIUM CHLORIDE	\$31.06
4007 - DEXTROSE 50%	\$46.30
4008 - DOPAMINE DRIP	\$78.56

# EXHIBIT C

## San Benito County Rates

4009 - EPI 1:10,000	\$46.30
4010 - GLUCAGON	\$555.56
4011 - EPI 1 1000 1MG 1CC	\$42.53
4013 - LASIX	\$40.75
4014 - LIDOCAINE 200	\$44.75
4015 - LIDOCAINE DRIP	\$59.92
4017 - MORPHINE	\$43.74
4018 - NARCAN	\$49.43
4019 – NITRO SPRAY	\$18.32
4021 - PITOCIN (OXYTOCIN)	\$43.37
4022 - SODIUM BICARB	\$46.51
4027 - EPI MULTI DOSE	\$47.21
4030 - ADENOSINE	\$259.03
40450 - DEXTROSE 10%	\$46.30
4085 - DEXTROSE 25%	\$55.12
4088 - GLUCOSE	\$28.39
4094 - NITROGLYCERINE	\$18.32
4097 - SODIUM BICARB (PEDI)	\$46.03
4099 - ATROPINE 8MG	\$46.03
4101 - NORMAL SALINE INFUSION	\$166.12
4132 - ZOFRAN/ONDANSETRON	\$55.43
4524 - VERSED 10MG	\$146.98
5022 - SPLINTING - SPINAL	\$226.38

# **EXHIBIT C**

## **San Benito County Rates**

5027 - PULSE OXIMETRY	\$42.00
5029N - EKG MONITOR 12 LEAD	\$114.21
5030N - EKG MONITOR	\$114.21
5044 - SPINAL IMMOBILIZATION	\$226.38
5046 - BLOOD GLUCOSE TEST	\$42.00
5055 - C-SPINE BOARD (LOST)	\$182.68
5056 - UNIVERSAL PRECAUTIONS	\$36.09
5079 - CPAP PROCEDURE/SUPPLIES	\$605.25
6033 - EXTEND TIME ON SCENE	\$56.76
6040 - EMERGENCY	\$247.93
6060 - NIGHT CHARGE	\$81.39
6060N - NIGHT CHARGE	\$81.39

# EXHIBIT D

## Fiscal Timelines

PRODUCT	PERIOD ENDING	TIMELINE TO COMPLETE
Quarterly Reports	March 31, June 30, September 30, December 31	30 days
Annual Report	December 31	90 days
Annual CPI Rate Adjustment	January 1	Per contract

# EXHIBIT E

## Definitions

TERM	DEFINITION
Advanced Life Support (ALS)	Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code 1797.52
Advanced Life Support (ALS) Ambulance	An ambulance that has the minimum, one paramedic and one EMT as defined in California Health and Safety Codes 1797.80 and 1797.84 and equipment to provide ALS service to patients
ALS Response Time (ART)	The measurement of time lapsed from the hour, minute and second the call is dispatched by the County's designated dispatch center to the hour, minute and second of the arrival of a paramedic on the scene, regardless of whether the paramedic is employed by the Contractor. Response Times are determined by using information contained in, and reported by, the County's designated dispatch center in the Response Time Compliance Report
Ambulance	Any vehicle specifically constructed, modified or equipped and used for transporting sick, injured, convalescent, infirmed or otherwise incapacitated person.
Annual Report	Contractor shall submit Annual Report summarizing the previous fiscal year's activities and performance that shall include but not be limited to those reports listed in Exhibit D.
Base Hospital	Hazel Hawkins Memorial Hospital is approved by San Benito County EMS Agency to provide on-line medical advice and medical control to paramedics
Basic Life Support (BLS)	Emergency first aid and cardiopulmonary resuscitation procedures as defined in California Health and Safety Code 1797.60
Basic Life Support (BLS) Ambulance	An ambulance that has two EMTs as defined in California Health and Safety Codes 1797.60 and 1797.80 and equipment to provide BLS services to patients
Business Day	Any day the County offices are open for public business, excluding weekends, holidays and County imposed furloughs.
Computer Aided Dispatch (CAD)	A system consisting of associated hardware and software to facilitate call taking, unit selection, resource dispatch, deployment, event time-stamping, creation and real time maintenance of incident database and management information system.

# EXHIBIT E

## Definitions

Code 2 Call	Immediate dispatch and response of first responders and ambulance, no lights and sirens
Code 3 Call	Immediate dispatch and response of first responders and ambulance with lights and sirens
Contract Administrator	San Benito County Emergency Medical Services Agency
Contract Anniversary	July 1
CQI	Continuous Quality Improvement
Deployment Plan	An operational methodology that lists and defines the number of unit hours to be supplied by the Contractor, along with the placement of these units, by hour of day and day of week based on historical demand patterns.
Emergency	As defined by the California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency.
Emergency Medical Care Commission (EMCC)	The committee appointed by the Board of Supervisors that is advisory to the EMS Agency and Board of Supervisors, and makes recommendations regarding standards, rules and regulations related to the medical and clinical aspects of ALS and ambulance service and prehospital care
Emergency Medical Technician (EMT)	As defined by Health and Safety Code, Section 1797.80
EMS Agency	San Benito County Emergency Medical Services Agency
Exception	A late response determined by response time criteria
Exclusive Operating Area (EOA)	An EMS area or sub-area of San Benito County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85
Exemption	A determination to exclude an EMS event from the predetermined response time criteria due to factors outside of the Contractor's control.
First Responder	A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care.
HIPAA	Health Insurance Portability and Accountability Act of 1996

# EXHIBIT E

## Definitions

Medical Direction	Direction given to ambulance personnel by a base hospital physician through direct voice contact or approved MICN, as required by applicable medical protocols.
Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the EMS System, pursuant to Section 1797.204 of the California Health and Safety Code.
MCI Plan	Multi-Casualty Incident Plan
Paramedic	As defined by California Health and Safety Code, Section 1797.84
Prehospital Advisory Committee (PAC)	Formed to advise the EMS Medical Director on issues concerning the technical aspects in provision of prehospital care.
Rural	All census places with a population density of 7 to 50 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 7 to 50 persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)
San Benito County Designated Dispatch Center, Santa Cruz Regional 911	Communications center contracted to provide public safety and 911 emergency dispatch services for the County of San Benito, and cities of Hollister and San Juan Bautista. Santa Cruz Regional 911 provides services for three (3) fire agencies, the contracted ambulance provider and other state and federal agencies
Suburban	All census places with a population density of 51 to 100 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 51 to 100 persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)
Urban	All census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 101 to 500 persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)
Wilderness	Census tracts or enumeration districts without census tracts that have a population of less than seven (7) persons per square mile. (Reference: State of

**EXHIBIT E**  
**Definitions**

	California Emergency Medical Services Authority, EMS Standards and Guidelines)
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