

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

THIS AGREEMENT (“Agreement”) is made and entered into this **1st day of July 2021** 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 the County has implemented a local plan that has continued the use of existing providers operating within LEMSAs area in the manner and scope in which the services have been provided without interruption since January 1, 1981; 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 developed 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

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, finance, patient care, and personnel records;
- B. Monitor the CONTRACTOR’s EMS service delivery and performance for compliance with standard of care as defined through, law, regulation, ordinance, agreement, and EMS Agency Policies and procedures.; and
- C. Provide technical guidance, as the Contract Administrator deems appropriate.

1.2 Term of Contract

The term of this Agreement shall commence at 00:01 hours on **July 01, 2021**, (“Effective Date”), and shall terminate at midnight on **June 30, 2026**, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

1.3 Conditions for Contract Extension

At its sole discretion, this Agreement may be extended for up to two additional 30-month periods by action of the San Benito County Board of Supervisors, when requested by the Contractor. At least one year prior to the expiration of this Agreement, Contractor may petition the Board each extension.

- A. In deciding whether or not to extend the Agreement, the Board of Supervisors, 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 LEMSA 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;
 - 10. Effectiveness in managing and coordinating first responder agreements; and
 - 11. Meeting the established clinical and performance standards.

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: Regional President
American Medical Response West
8880 Cal Center Drive, Suite 125
Sacramento, CA 95826

Regional Director
American Medical Response West
2511 Garden Rd. Bldg. A
Monterey, CA 93940

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

With Mandatory Copy To:

County Counsel
County of San Benito
481 Fourth St., 2nd Floor
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, within the County's abilities, on any proposal for change to improve or realign the EMS dispatch, CONTRACTOR deployment, and/or EMS system management functions;
- F. Through Santa Cruz 911, provide CONTRACTOR access to CAD data for System Status Planning 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. Ambulance response times must meet the response-time standards set forth herein. Clinical performance must be consistent with approved medical standards and protocols. The conduct of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to the

EMS Agency's policies and procedures as are now or may be established;

- C. Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the Agreement standards, Contractor may be found to be in major breach of its Agreement and promptly replaced in order to protect the public health and safety;
- D. 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;
- E. Provide a third ambulance, staffed 36 hours per week to include weekends and holidays, or 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 sometime between 8:00 a.m. – 10:00 p.m. (or modified daily deployment times deemed optimal by system status demand study or other means to align resources to peak system demands). CONTRACTOR's personnel shall at all times be appropriately credentialed, certified, licensed and/or county accredited;
 - 1. The third ambulance shall be properly staffed and available (for a minimum of 12 hours sometime 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 Basic Life Support (“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.
- F. 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;
 - G. Develop, implement and revise, as needed, system status strategies and deployment plans; and secure new or replacement ambulance post locations as CONTRACTOR deems necessary;
 - H. Provide all 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;
 - I. 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;
 - J. 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;
 - K. CONTRACTOR shall participate in County-sanctioned exercises and disaster drills and other interagency trainings with non-system units and personnel.
 - L. 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.
 - M. 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;
 - N. 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.

- O. 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.

2.3 End of Contract Transition Period

- A. CONTRACTOR agrees to continue to provide service after the end of the contract period in accordance with the “lame duck” provisions of this Agreement in order to ensure a safe and orderly transition of service to a successor contractor.

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.
- J. 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. Failure by Contractor to redeploy or add ambulance hours within two months of notice by Contract Administrator shall constitute a major breach of contract.

The CONTRACTOR will use best efforts to submit proposed permanent changes in the deployment plan in writing to COUNTY 30 days in advance. The CONTRACTOR shall submit proposed permanent changes in the deployment plan in writing to COUNTY not later than 30 days in advance. Any revised deployment plan (even temporary) shall be provided to the EMS Agency within 24 hours of implementation of any change made by the CONTRACTOR in ambulance stations or post locations. Prior written notice shall be waived if CONTRACTOR is adding resources to its deployment plan or if an emergency adjustment to the plan is needed to correct an acute performance problem.

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: - 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: 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: 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): 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, and shall accept or deny the report in its sole reasonable discretion. Exceptions shall be for good cause only, as determined by the County. The burden of proof that there is good cause for an exception shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis. 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. When the delay in a crew's timely arrival to the call was outside CONTRACTOR's reasonable control;
 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.
 11. Hospital delays in accepting patients.
- G. Response Time Compliance Report – Within twenty (20) 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, CONTRACTOR shall within 15 days provide a written report to the EMS Agency, in a manner required by the EMS Agency, identifying each emergency call dispatched:
- i. Which did not meet the designated response time standard;
 - ii. For which a BLS ambulance was used;
 - iii. Where report times necessary to determine response time, on-scene time, and transport time were not properly recorded.

The CONTRACTOR shall identify causes of performance failures and shall document efforts to eliminate these problems. 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 in the opinion of the on-scene Incident Commander (IC), 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, and CONTRACTOR desires to provide such service, CONTRACTOR shall 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 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 request is received less than 45 days from the event from the event organizer. If the request is received less than 45 days from the event, CONTRACTOR shall give not less than 20 (twenty days) notice of an inability to staff the standby.
- 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 Specification KKK-A-1822 standards at the time of the vehicles' original manufacture, except where such standards conflict with State of California standards, in which case the state standards shall prevail. 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 equipment necessary to communicate on the appropriate frequencies with all agencies and SCR911.

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. Vehicles with mileages at and/or less than 25,000 miles shall be deployed within 180-days, or at a maximum no later than one year at the start of this Agreement, and shall not imply any further replacement obligations beyond the standard requirements for safety and ability to meet the provisions established within all subsections of Section 4.5.

Contractor shall provide a minimum of two (2) reserve ALS-ready ambulances within the EOA that are fully stocked with equipment and supplies at all times.

- B. Ambulance Equipment and Supplies –

All ambulances exceeding 225,000 miles shall be removed from service and replaced with newly procured ambulances or vehicles unless an alternate replacement plan is approved the County.

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, or within five business days of a request.

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 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.
- B. Employee Turnover Report. As part of CONTRACTOR’s Annual Report, CONTRACTOR shall submit an employee turnover report to the COUNTY.
- C. 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.
- D. 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.
- E. 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**.

- F. 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 respond to COUNTY inquiries about service and/or complaints within 24 hours of notification. 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. Contractor shall agree to cooperate fully with the EMS Agency in the investigation of any incident, sentinel event, or unusual occurrence.

SECTION 7 - DATA AND REPORTING

7.1 Electronic EMS Data System Hardware and Software

CONTRACTOR and Subcontractors shall utilize COUNTY's electronic system for patient care reporting and shall complete PCRs according to COUNTY policy. The COUNTY shall provide and maintain the data system software and infrastructure at its sole costs and expense.

7.2 Use and Reporting Responsibilities

The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as specified in the California Health and Safety Code.

The data base system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for the patient (e.g., automated dispatch system call number), automated dispatch system information for the response, prehospital personnel for the response, patient information (e.g., name, address, insurance), patient history and physical findings, treatment rendered, disposition, emergency department outcome information. CONTRACTOR shall comply with the requirements for the PCR as identified in COUNTY Policy.

The central repository for EMS data shall be at the LEMSA 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 employees).

In order to facilitate CONTRACTOR's use of prehospital data for quality improvement and research purposes, COUNTY will provide CONTRACTOR access with read-only permission.

7.3 Pre-hospital Care Reports

CONTRACTOR and Subcontractors shall complete appropriate documentation and PCRs according to COUNTY Policy.

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 laws including HIPAA, 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 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

- A. 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
- B. 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 Takeover

- A. In the event of a major breach, in addition to all other rights and remedies of the County,

the County shall have the right to take temporarily take possession of the equipment and supplies for the purpose of providing ambulance services within San Benito County until such time as the County can contract with another provider of ambulance services.

- B. In addition, if the County determines that a major breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health and safety are endangered, and after the Contractor has been given notice and reasonable opportunity to correct such deficiency, the Contractor shall cooperate completely and immediately with County to affect a prompt and orderly takeover/ replacement which shall be affected within 72 hours after a finding of major breach by County.

8.3 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.

Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to County Counsel and County Risk Management.

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 \$2,000,000 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.
- D. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit with a \$10,000,000 umbrella policy.
- E. Other Insurance Provisions
 - 1. Additional Insured. The Contractor shall maintain insurance policies for the above outlined requirements, which contain endorsements naming the County as additional insured for general liability and auto liability.
 - 2. Hold Harmless. The Contractor shall indemnify, defend and hold harmless the

County, its officers, agents and employees from all claims, demands or liability arising out of or encountered in connection with this Agreement or performance under it, whether such claims, demands, or liability are caused by provider, provider's agent or employees, excepting only such injury or harm as may be caused by County's fault or negligence. The obligation to indemnify, defend and hold harmless is not limited to insurance proceeds. Such indemnification shall extend to claims, demands, or liability for injuries occurring after performance under the Agreement, as long as those claims or demands arise out of Contractor's performance under this agreement. The duty to defend shall be a separate duty from the duty to indemnify. The obligation to indemnify, defend and hold harmless is not limited to insurance proceeds.

3. Cancellation. Contractor shall provide a 30-day notice to be given to the County prior to cancellation, modification or reduction in limits.
4. Evidence of Insurance. Prior to the starting date of the contract and during the term of the contract provided with the annual report, a Certificate of Insurance indicating compliance with all insurance requirements shall be filed with the County.

8.4 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.

8.5 Membership program. Subject to applicable laws and funding, AMR agrees to use best efforts coordinate, and to implement within 24-months, an air and ground ambulance membership program for the residents of San Benito County. The County and AMR shall cooperate to implement this program.

SECTION 9 - FISCAL REQUIREMENTS

9.1 General Provisions

- A. ***System Funding***. In order maintain financial sustainability and in consideration of a challenging reimbursement profile within the EOA, COUNTY shall partly fund CONTRACTOR's operation within the San Benito County EMS System in accordance with the schedule provided in **Exhibit F (Schedule)**. This funding allocation is subject to reduction and CONTRACTOR shall return COUNTY any funding paid hereunder in the event that CONTRACTOR's net profits exceed the threshold set forth therein. CONTRACTOR shall invoice COUNTY for the applicable amount quarterly. Payment shall be made by COUNTY to CONTRACTOR at the address specified in Section 1.5 of this Agreement, within thirty (30) days from the invoice date. CONTRACTOR and COUNTY shall review CONTRACTOR's net profits within thirty (30) days of each

contract year end, i.e., no later than April 30th, and reconcile any amounts that may need to be returned to COUNTY from CONTRACTOR. Notwithstanding, CONTRACTOR shall not return any amounts to COUNTY that would exceed the amount of the funding that COUNTY paid to CONTRACTOR during the period.

- B. **Revenue Recovery.** As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- C. All reports provided by Contractor shall be in accordance with generally accepted accounting principles and be based on an accrual system.
- D. For reporting purposes relative to this Agreement, County will recognize Contractor's Fiscal Year of January 1 through December 31.
- E. 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.
- F. Definitions and formulas pertinent to this section are found in **Exhibit E-5**.

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, or first response 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-4**. CONTRACTOR shall only charge the rates set forth in **Exhibit C-4** 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-4** (except where required by law, e.g., Medicare or Medicaid or where a patient meets CONTRACTOR's Compassionate Care or other similar policy for humanitarian reasons).
- C. **Medicare** – CONTRACTOR shall accept Medicare and Medi-Cal assignment.

Section 9.3 Rate Increase

- B. **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
- C. 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.
- D. 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.
- E. 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.
- F. Compassionate Care Policy:
1. Contractor shall establish and maintain a compassionate care policy to remove the financial burden of ambulance transport for qualified patients, as approved

by the Contract Administrator.

2. Contractor's Compassionate Care Program shall identify those patients who do not have third-party insurance and who are within 200% of the federal poverty level based off of household size. Based upon this criterion, patients eligible for this program may receive a discount up to 100% of the full charges. In situations where patients can demonstrate some means to pay but are unable to do so within 30 days and a third-party alternative is not available, a discount and payment plan based on the individual patient situation shall be established. Contractor shall adjust the compassionate care thresholds annually, based on the published federal poverty levels.

9.4 Rate Review

IF CONTRACTOR's annual profit exceeds eight (8) percent of net profits after taxes, interest, depreciation and amortization, a review of CONTRACTOR's fee schedule will be implemented by the Contract Administrator and CONTRACTOR may be requested to return amounts to the COUNTY for the subsidy; provided, however, that the amounts returned to the COUNTY shall never exceed the amount of the subsidy that the COUNTY paid CONTRACTOR for the period.

9.5 Reporting

- A. Annual Budget – By March 31 of each year and consistent with the timeline shown in **Exhibit D-5**, 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-5**, 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 expended in this Agreement.

9.6 Annual Financial Review

- A. Contractor shall submit a Year-end Financial Report to the Contract Administrator. This report shall include annual financial statements. Statements shall be available to the Contract Administrator on an annual basis within 120 calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Benito operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Benito County contract services available to the County at County's request.
- B. Contractor agrees that all revenue generated using personnel or equipment expended as described in this Agreement, as well as the funding paid by any government entity within San Benito County will be credited San Benito County revenues.
- C. If desired by County, County may initiate an independent financial audit, or have the statements provided reviewed by an independent public accounting firm in accordance with generally accepted accounting principles.

SECTION 10 - GENERAL CONTRACT REQUIREMENTS

10.1 Contract Termination

- A. Termination For Cause – COUNTY may terminate this Agreement at any time in the event of any Major Breach by CONTRACTOR as defined below.
 1. For Major Breaches where the Board of Supervisors has made the declaration, that the public health and safety are endangered, the Contract may be terminated immediately upon written notice to the CONTRACTOR.
 2. For Major Breaches Where the public health and safety are not endangered, 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 in a calendar year, 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 after notice of the failures or conditions from the COUNTY a reasonable opportunity to cure;
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 immediately endanger the general 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.
- B. Transition in the Event of Major Breach – If the County Board of Supervisors determines that a Major Breach has occurred, and if the nature of the breach is, in the Board’s reasonable opinion, such that public health and safety are endangered, 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/replacement which shall be effected within 72 hours after finding of major breach by the Board of Supervisors.
- C. Contractor shall temporarily provide the ambulances and crew stations in San Benito County to County, in a partial mitigation of any damages to County, resulting from Contractor’s breach or failure to perform. However, during County’s takeover of the ambulances and equipment, County and Contractor will be considered lessee and lessor, respectively, and County shall pay Contractor fair market value for the use of Contractor resources.
- D. Dispute After Takeover/Replacement – Such takeover/replacement shall be affected 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 and termination of the Agreement by the COUNTY. 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, these 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. The parties recognize that damages may not be sufficient to ensure the public health, and therefore in the event of a major breach impacting public health and safety, the COUNTY may request the Court to order an injunction for continued performance under this contract, or order for Specific Performance, for a reasonable period of time, not to exceed ninety days, for the County to transition to another provider, in the event the County has terminated or is in the process of terminating the Contract.
- H. 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.
- I. “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

No addition to, or alteration of, the terms of this Agreement, and no verbal understanding of the parties, or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement. 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 and CONTRACTOR.

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, 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.

10.19 Entire Agreement

This Agreement, and the exhibits attached hereto constitute the entire Agreement between County and Contractor and supersede all prior discussions and negotiations, whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both

parties before it will be effective.

10.20 Binding on Successors

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

10.21 Captions

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

10.22 Controlling Law and Venue

This Agreement shall be construed, interpreted, and enforced in accordance with, and the respective Rights and obligations of the Parties shall be governed by, the Laws of the State of California without regard to the principles of conflicts of law. Venue for all matters arising from this agreement is limited to San Benito County, California.

10.23 Bankruptcy.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

10.23 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated, or subcontracted, by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment, delegation, or subcontract without such consent shall be void.

10.24 Severability.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

10.25 Time Is Of The Essence.

Time is of the essence in the performance of this contract.

10.27 Materiality.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

10.28 Waiver.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

10.29 Cumulation Of Remedies.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

10.30 Independent Advice.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

10.31 No Reliance On Representations.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

10.32 Counterparts; Facsimile and Electronic Signatures.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of

this Agreement had been delivered. The Parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other Party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

SECTION 11 - EXHIBITS

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

SIGNATURES

CONTRACTOR

DocuSigned by:

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6/17/2021

Name/Title: Sean Russell, Region President

Date

COUNTY

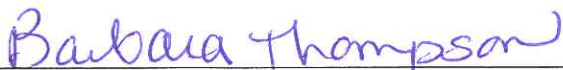
San Benito County

Ray Espinosa, County Administrative Officer

Date

APPROVED AS TO LEGAL FORM:

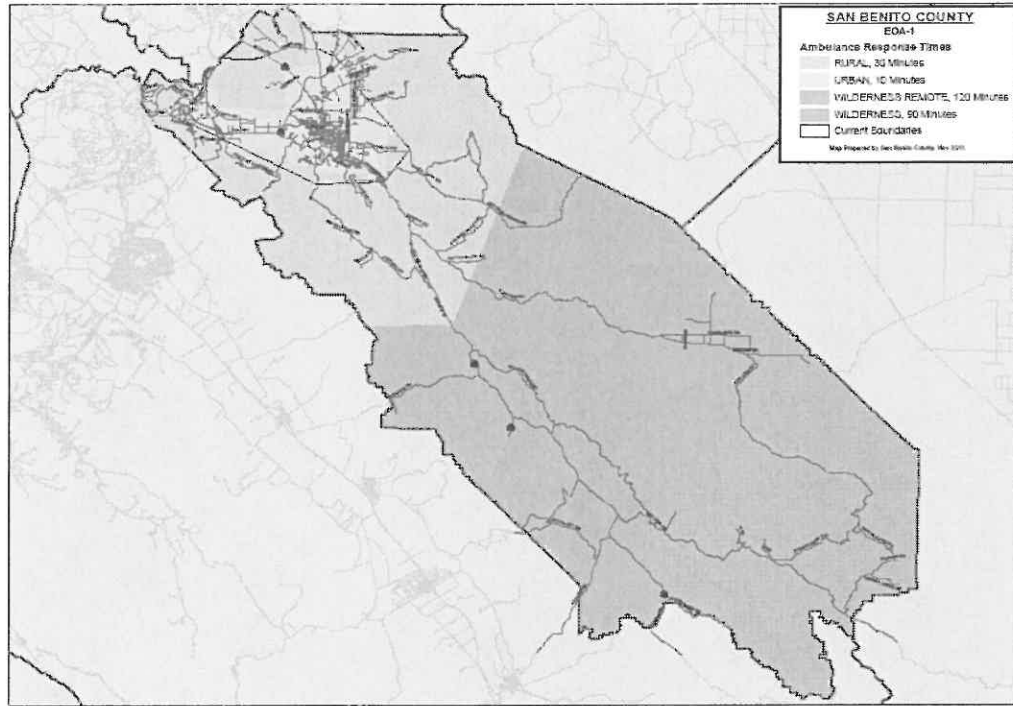
Barbara Thompson, San Benito County Counsel


 By: Joel Ellinwood, Assistant County Counsel


 Date

EXHIBIT A EOA Maps

San Benito County EOA



Urban Response Detail

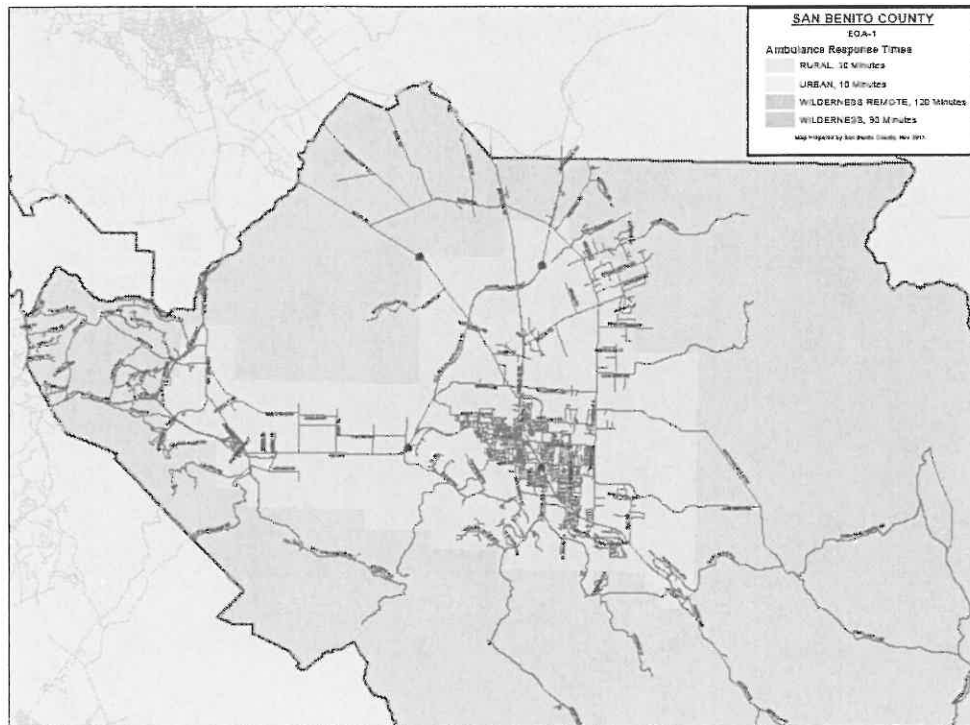


EXHIBIT B

Reporting Requirements

REPORT NAME	PERIOD ENDING	DUE DATE	FREQUENCY
Unusual Clinical Occurrences <ul style="list-style-type: none"> • including non-compliance with controlled substance policies and procedures 		Within 24 hours	As needed
EMS Special Events/Standby Notification <ul style="list-style-type: none"> • notification of special event/standby coverage 		7+ days prior to beginning of coverage	As needed
Response Time Compliance Report/Exception Request	Month end	Within 20 days after end of each month	Monthly
Quarterly Report: <ul style="list-style-type: none"> • Employee Records* (contract 5.2.D) • Unusual <u>Non-Clinical</u> Occurrences/Complaints (tracking, trending and resolution), to include billing complaints. 	March 31, June 30, Sept. 30, Dec. 31	30 days after end of quarter (April 30, July 31, Oct. 31, Jan. 31)	Quarterly
Quarterly Financials: <ul style="list-style-type: none"> • revenue & expenditure totals, gross charges and payments 	March 31, June 30, Sept. 30, Dec. 31	90 days after end of quarter (June 30, Sept. 30, Dec. 31, March 31)	Quarterly
Annual Report (on previous year) to include: <ul style="list-style-type: none"> • Annual Budget (for current year) • Year-End Financial • QI Plan and update on activities from previous year and anticipated activities • Community Education • Controlled Substance Compliance • New Employee Orientation • In-Service Training • Vehicle List (inspection reports, DMV registrations)/Fleet Replacement Plan • Vehicle Maintenance Schedule • Equipment Replacement Plan • Deployment Plan/System Recommendations • Disaster Plan update • Business Licenses • Evidence of Insurance • Schedule of Rates (current year) • Medical Director – name/contact info. 	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
TBD	BLS BASE RATE	\$3,388.70
TBD	BLS 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

EXHIBIT C

** San Benito County Rates

3003 - AIRWAY /ORAL	\$15.74
3004 - COLD/HOT PACK	\$25.47
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 - CO2 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

EXHIBIT C

** San Benito County Rates

3062 - BANDAGES ROLLER	\$8.02
3063 - BANDAGES TRIANGULAR	\$16.07
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

EXHIBIT C

** San Benito County Rates

4007 - DEXTROSE 50%	\$46.30
4008 - DOPAMINE DRIP	\$78.56
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 - ZOFTRAN/ONDANSETRON	\$55.43

EXHIBIT C

** San Benito County Rates

4524 - VERSED 10MG	\$146.98
5022 - SPLINTING - SPINAL	\$226.38
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.
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

EXHIBIT E

Definitions

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
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)

EXHIBIT E

Definitions

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 California Emergency Medical Services Authority, EMS Standards and Guidelines)

EXHIBIT F

System Funding Schedule

\$178,658.00 annually*

Based on 2021 Revenue and Expense Projections

Includes allowable profit of 7% of net revenue

* \$44,664.50 paid quarterly