Approve the Yolo County Emergency Ambulance Services, Advanced Life Support and Critical Care Transport contract with American Medical Response, starting on March 1, 2014 for a five year period, with a possible five year extension. (No general fund impact) (Cook/Weivoda)

Att. A. Contract

The following individuals addressed the Board of Supervisors on this item:

Minute Order No. 14-29: Approved recommended action by Agreement No. 14-25.

MOVED BY: Rexroad / SECONDED BY: Provenza
AYES: Rexroad, Provenza, Villegas, Saylor
NOES: None
ABSTAIN: None
ABSENT: None
RECUSE: Chamberlain
Board of Supervisors Meeting
Meeting Date: 02/25/2014
Brief Title: Ambulance Services
From: Jill Cook, Director, Health
Staff Contact: Kristin Weivoda, EMS Administrator, Health, x8671

Information

Subject
Approve the Yolo County Emergency Ambulance Services, Advanced Life Support and Critical Care Transport contract with American Medical Response, starting on March 1, 2014 for a five year period, with a possible five year extension. (No general fund impact) (Cook/Weivoda)

Recommended Action
Approve the Yolo County Emergency Ambulance Services, Advanced Life Support and Critical Care Transport contract with American Medical Response, starting on March 1, 2014 for a five year period, with a possible five year extension.

Strategic Plan Goal(s)
Advance innovation
Champion job creation and economic opportunities
Collaborate to maximize success
Enhance and sustain the safety net
Provide fiscally sound, dynamic and responsive services

Reason for Recommended Action/Background
The Yolo County Emergency medical Services Agency (YEMSA) started the procurement process on July 1, 2013 seeking qualified and experienced provider to furnish emergency ambulance, advanced life support (ALS), and critical care transport (CCT). On October 22, 2013, your board awarded the conditional offer to American Medical Response, and Department staff commenced contract negotiations.

The contract is awarding complete exclusivity of the emergency ambulance services, advanced life support (ALS), and critical care transport (CCT) for a five (5) year period, with a possible five (5) year extension.

Your board delayed approval and thus execution of this contract for 30 days at the request of the hospitals. This would allow staff to better assess the hospitals concerns regarding cost increases related to inter-facility transports.

Collaborations (including Board advisory groups and external partner agencies)
Fiscal Impact

Fiscal impact (see budgetary detail below)

Fiscal Impact (Expenditure)

- Total cost of recommended action: $ 0
- Amount budgeted for expenditure: $ 0
- Additional expenditure authority needed: $ 0
- On-going commitment (annual cost): $ 0

Source of Funds for this Expenditure

General Fund $0

Explanation (Expenditure and/or Revenue)

This agreement will generate revenue for the Yolo EMS Agency to cover costs of administration, compliance, and reinvestment in emergency services for the county. Funds received in the first year will be reduced monthly to offset the $100,000 previously received by the issuance of the conditional award. The adjusted amount of this agreement will generate approximately $16,667 in monthly revenue for YEMSA.

Attachments

PDF Staff Report
Att. A. Contract

Form Review

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Form Started By: Kristin Weivoda
Final Approval Date: 02/19/2014

Started On: 01/28/2014 12:48 PM
THIS AGREEMENT ("Agreement") is made and entered into this 1st day of March, 2013, by and between the County of Yolo ("the County") and American Medical Response West d/b/a American Medical Response ("Contractor"), for Contractor to provide Emergency Ambulance Services, advanced life support ("ALS") services, and critical care transport ("CCT") services for the County of Yolo.

WHEREAS, pursuant to Division 2.5 of the California Health & Safety Code ("Health & Safety Code"), the County has designated the Yolo County Health Department to be the Local Emergency Medical Services Agency ("LEMSA") for the purpose of the administration of emergency medical services ("EMS") within the County; and

WHEREAS, Division 2.5 of the Health and Safety Code confers specific authorities and responsibilities upon a LEMSA, including but not limited to developing a local plan through which it may establish one or more exclusive operating areas ("EOAs") and, through a competitive process approved by the State Emergency Medical Services Authority ("State EMS Authority"), 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, the Yolo County EMS Agency ("YEMSA") 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, YEMSA developed a request for proposals for Emergency Ambulance Services, ALS services (including ALS interfacility transp01is), and CCT services for the County’s one EOA ("RFP"), which was approved by the State EMS Authority and which RFP is incorporated herein by reference; and

WHEREAS, YEMSA issued the RFP and proposals to the RFP were received, reviewed and scored according to the RFP’s scoring methodology; and

WHEREAS, on October 22, 2013, at its regular meeting, the County Board of Supervisors issued the Contract Award to Contractor after determining that Contractor had submitted the proposal that attained the highest over-all point score under the RFP scoring methodology and best serves the overall interests of the County ("the Proposal"); and

WHEREAS, the County and Contractor desire to enter into a performance-based agreement consistent with the terms and conditions of the RFP and Contractor’s Proposal.

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the County and Contractor ("the Parties") set forth in this Agreement, the Parties agree as follows:
I. DEFINITIONS

A. The following definitions and acronyms shall apply to this Agreement unless the context clearly requires a different meaning:

1. Advanced Life Support or ALS means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an Emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital.

2. Ambulance means a transportation vehicle specially constructed, modified, equipped and used for the purpose of urgent transportation of sick, injured, convalescent, infirm, or otherwise incapacitated persons who may require immediate measures to prevent loss of life or worsening of a traumatic injury or illness, or have sudden need of medical attention. Ambulance transportation does not include the transportation of persons in a Litter Van or Wheelchair Van.

3. Basic Life Support or BLS means emergency first aid and cardiopulmonary resuscitation procedures that, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

4. Board means the Yolo County Board of Supervisors.

5. Computer Aided Dispatch or CAD is a system of computer hardware and software that facilitates call taking, resource dispatch and deployment, dispatch and unit times’ documentation, creating a real time maintenance of incidents, data base and management information system.

6. Contract Administrator is the YEMSA staff member designated from time-to-time by the Director as the contract administrator for this Agreement.

7. County means the County of Yolo. For purposes of this Agreement County and YEMSA are used interchangeably except where the context clearly indicates otherwise.
8. County Designated Medical Dispatch Center is a communications center that provides dispatch and communication services to First Responders and/or permitted BLS and/or ALS Ambulance providers. Only emergency medical dispatch centers designated by YEMSA may provide emergency medical dispatching for the County EMS System.

9. Critical Care Transport or CCT means "Specialty Care Transport" as defined in 42 C.F.R. § 414.605.

10. Department means the Yolo County Health Department.

11. Director means the Director of the Yolo County Health Department.

12. Effective Date means 12:00 a.m. on February 1, 2014.

13. 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.

14. Emergency Ambulance means an Ambulance that responds to Emergency requests for service received via 9-1-1 Public Safety Answering Points or seven-digit numbers.

15. Emergency Ambulance Services includes Ambulance services in response to all calls originating in the County through the 9-1-1 system, all calls originating in the County through a seven-digit number or other means seeking an Ambulance response to an Emergency.

16. Emergency Call means a 9-1-1 or seven-digit number call requesting an Ambulance response to an Emergency.

17. Emergency Medical Technician-Basic or EMT means an individual trained and certified in basic life support care in accordance with the provisions contained in the California Code of Regulations, Title 22, Division 9, Chapter 2, et seq.

18. Emergency Medical Technician- Paramedic or EMT-P or Paramedic means an individual trained and accredited in advanced life support care in accordance with the provisions contained in the California Code of Regulations, Title 22, Division 9, Chapter 4, et seq. and accredited by the County.

19. EMS means Emergency Medical Services.
20. EMS Medical Director means the physician, pursuant to Health and Safety Code Section 1798, charged with the Medical Control and management of the County EMS System.

21. EMS System means a specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery in an EMS area of medical care services under emergency conditions.

22. ERZ means Emergency Response Zone.

23. Exclusive Operating Area or EOA means all areas, both incorporated and unincorporated, within the geographic boundaries of the County of Yolo.

24. First Responder Agency means non-transport capable type of service provider that responds to Emergency requests for service received via 9-1-1 public safety answering points (PSAPs) or 7-digit numbers. These services are generally performed by public safety agencies.

25. First Responder means a person, such as a police officer or firefighter, who is trained in urgent medical care and other emergency procedures and responds quickly to Emergency medical events or disasters.

26. Lame Duck Period means the period of this Agreement between the identification of the successor and the end of this Agreement.

27. Local EMS Agency or LEMSA means the agency, department, or office having primary responsibility for administration of EMS in a county and which is designated pursuant to Division 2.5 of the Health and Safety Code, commencing with Section 1797.200.

28. Medical Control means the medical management of the EMS System as defined in Health and Safety Code Section 1797.90 to include call receipt and routing of EMS calls from primary and secondary public safety answering points (PSAPs).

29. Medical Direction means direction given to prehospital EMS personnel, in accordance with the LEMSA's policy, by the EMS Medical Director, through standing orders, or through direct voice contact with a base hospital physician or with an approved or accredited emergency department staff with or without vital sign or other telemetry.

30. Medical Protocol means any written statement of standard procedure, or algorithm, promulgated by YEMSA as the accepted standard of prehospital care for a given clinical condition.
31. Multi-Casualty Incident or MCI means an Emergency incident or event where the number of patients exceeds the normal emergency response capabilities of the County EMS System.

32. Personal Protective Equipment or PPE means protective clothing, helmets, goggles, and other garments or equipment used to protect the wearer's body from exposure to any substance that may be considered hazardous or cause the wearer harm.

33. PSAP means public safety answering point.

34. Request for Proposal or RFP means the request for proposal for Emergency Ambulance Services, ALS services (including ALS interfacility transports) and CCT services and EMS System performance specifications issued by the County on July 1, 2013, RFP # YEMSARFP2013.

35. Response Time or Response Interval means the time interval commencing with the receipt of a request for service by an Ambulance service provider until the Ambulance operated by the service provider reports that it has arrived and has come to a complete stop at the scene, site or place of the request.

36. YECA means the Yolo Emergency Communications Agency.

37. YEMSA means the Yolo County EMS Agency.

B. Additional Statutory and Regulatory Definitions included in California Code of Regulations, Title 22, Division 9, Chapters 1-9 and Division 2.5, Chapters 2-11 of the California Health and Safety Code, shall apply to this Agreement unless this Agreement states or the context clearly requires otherwise.

II. TERM; EXTENSIONS; FRANCHISE FEE

A. Term of Agreement. This Agreement shall be effective as of 12:00 a.m. February 1, 2014, and shall be in force and effect for a period of five (5) years thereafter, until 12:00 a.m. February 1, 2019.

B. Earned Extension to Agreement. If, in the sole judgment and discretion of the County, Contractor is deemed to be substantially in compliance with this Agreement, the County will grant an extension of this Agreement for five (5) additional years. The County shall make the offer of extension by formal written notice to Contractor at least eighteen (18) months prior to the scheduled end of the term of this Agreement.
C. Contractor Notice of No Extension. If Contractor declines to continue providing services to the County as stipulated in the offer of extension and in accordance with the terms of this Agreement after the end of the term of this Agreement, Contractor must give notice to the County of its intent not to extend this Agreement at least seventeen (17) months prior to the scheduled end of the term of this Agreement.

III. PRIMARY EOA RESPONSIBILITIES

A. Contractor’s Functional Responsibilities. In consideration of the exclusive right to provide Emergency Ambulance Services, ALS services (including ALS interfacility transports) and CCT services originating within the EOA, Contractor shall provide such services in accordance with the requirements of this Agreement, the RFP except as superseded by this Agreement, and federal, California State, and County law and all regulations promulgated thereunder including any amendments or revisions thereto. The California laws and regulations include, but are not limited to, the following:


2. The Health and Safety Code, Division 2.5, Chapter 2, Section 1797 et seq.

3. Title 13 of the California Code of Regulations.

4. Title 22 of the California Code of Regulations.

5. The California Business and Professions Code.

6. The Yolo County Ambulance Ordinance.

   a. Cooperation. In performing services under this Agreement, Contractor shall work cooperatively with the County through the Contract Administrator.

   b. Designation of Liaison. Contractor shall designate in writing one or more persons who shall be assigned as a liaison to the County to address day-to-day performance issues and Contractor’s performance under this Agreement.

   c. Impairment of Ability to Render Service. Contractor shall immediately notify YEMSA of any major incident or event that may impact its ability to render services under this Agreement.

   d. Publication of Contractor’s Performance. The County may, from time to time, publish information on Contractor performance as deemed appropriate by the County.
B. Basic Services. Contractor shall also perform the following basic services to the complete satisfaction of YEMSA:

1. Around-the-Clock Services. Contractor shall provide continuous, around-the-clock, Emergency Ambulance Services, whether originating through 9-1-1 or otherwise, ALS services, and CCT services, without interruption throughout the term of this Agreement. Contractor shall be responsible for furnishing all such services for all residents and other persons physically present in the County. Emergency Ambulance Services and ALS services shall be provided at the Paramedic level. CCT services shall be performed above the Paramedic level with patient care furnished by one or more health professionals in an appropriate specialty area, such as emergency or critical care nursing, emergency medicine, respiratory care or cardiovascular care that exceeds the Paramedic scope of practice training, or by a Paramedic with expanded scope training as approved by YEMSA and the State EMS Authority. All services shall be performed by Contractor, except for the limited exceptions of when mutual aid services are performed by other Ambulance service providers, as appropriate, pursuant to Section V.A.3. (Primary Response to Peripheral Areas of the County) and ALS interfacility transports and CCTs are performed by other Ambulance service providers under subcontracts with Contractor pursuant to Section VIII.E. (Permitted Subcontracting).

2. Service Standards. Contractor shall provide Emergency Ambulance Services, ALS services, and CCT services without regard to any illegally discriminatory classification, including without limitation: the patient’s race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.

3. Compliance with Proposal Terms. Unless otherwise modified or superseded herein, Contractor shall comply with all the terms of its Proposal, which is incorporated herein by reference.

4. Participation in Programs. In the event that Contractor decides to participate in pilot or research programs, the Contract Administrator may waive standards contained in this Agreement in the event that conflicting standards are established for a pilot program. Any clinical pilot program must be approved by the EMS Medical Director. Contractor shall not be required to participate in any pilot or research program as a condition of this Agreement. Contractor agrees that Contractor’s participation in the pilot projects shall entail no additional cost to the County. Contractor further agrees that Contractor’s services provided under pilot projects shall be in addition to the other services described in this Agreement.
5. Public Awareness. 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 CPR and first aid training, participation in EMS Week, health fairs, school programs, radio and local talk shows and business group meetings whenever possible. Contractor shall assist YEMSA with injury/mortality prevention projects upon request and report on such activities in monthly reports.

6. Educational Assistance to First Responder Agencies. Contractor shall, as is reasonable, make available educational assistance to non-transport First Responders to ensure a coordinated and effective patient care delivery system. The program shall be designed to provide training to BLS First Responder personnel collaborating with the ALS team on patient assessment, skills review and case review, etc. Programs shall be developed in consultation with area base hospital. Contractor shall, as is reasonable, assist in BLS Defibrillation continuing education and skills testing upon request from a County First Responder Agency.

7. Exclusive Franchise Right. Contractor shall be the sole and exclusive Ambulance service provider for furnishing all Emergency Ambulance Services, ALS services, and CCT services for all residents and other persons physically present in the County. The exclusive franchise awarded under this Agreement does not include non-Emergency BLS Ambulance services. All requests for Emergency Ambulance Services originating in the County processed through the PSAPs or otherwise will be referred to Contractor. Contractor shall respond to all 9-1-1 or other Emergency calls originating in and/or dispatched by any public safety communications center in the County for EMS required in the County. Contractor shall also be the sole and exclusive provider of allALS interfacility transports and CCTs. Notwithstanding the foregoing provisions of this Section III.B.5., Contractor may subcontract the performance of ALS interfacility transports and CCTs pursuant to Section VIII.E. (Permitted Subcontracting). Also, mutual aid services may be performed by other Ambulance service providers, as appropriate, pursuant to Section V.A.3. (Primary Response to Peripheral Areas of the County).

C. Exclusive Operating Area Description. The County’s EOA includes all areas within the geographic boundaries of the County as described and mapped in Section V.A.1. (Emergency Response Zones). The County grants Contractor the exclusive right to provide ground Emergency Ambulance Services, ALS services and CCT services within the County’s EOA.
D. Contractor Support of County Compliance Oversight. Contractor shall reimburse the County for the County’s expenses in administering this Agreement, which includes but is not limited to the provision of Medical Direction, overseeing Contractor’s compliance, conducting quality assurance activities, and performance-monitoring and related tasks. Contractor shall pay to the County three hundred thousand dollars ($300,000.00) per year for these purposes. The fee will be payable in equal monthly installments, with the first installment payable within fifteen (15) days of the date this Agreement is executed. For subsequent years during the term of this Agreement, including any renewals, the first installment shall be payable within fifteen (15) days of the annual anniversary date of this Agreement. For the initial annual period, the County will credit toward the monthly installments of the Annual Franchise Fee the $100,000 Contract Award Fee that Contractor has paid, such that the monthly installments shall be reduced by $8,333.33 for the first year of this Agreement. The County warrants and represents that the reimbursement paid by Contractor to the County shall be less than or equal to the County’s actual costs to provide the services and oversight as set forth in this Agreement. No funds shall be used by the County in a manner that violates 42 U.S.C. Section 1320a-7b.

E. Helicopter Services. The County reserves the right to allow helicopter air Ambulance and air rescue services for Emergency Calls and non-Emergency calls within the jurisdiction of the County by a provider other than Contractor. Contractor shall comply with all provisions of YEMSA’s policies and procedures for use of air medical services and Contractor commits to work closely with the air Ambulance and air rescue providers to assure a seamless and responsive system for air resource utilization, provided, however, that Contractor shall be the sole ground provider of all Emergency Ambulance Services, ALS services (including ALS interfacility transports) and CCT services, except for mutual aid services as authorized in Section V.A.3. (Primary Response to Peripheral Areas of the County) and the permitted subcontracting by Contractor of ALS interfacility transports and CCTs pursuant to Section VIII.E. (Permitted Subcontracting).

IV. CLINICAL CARE

A. Medical Oversight. The County shall furnish Medical Control services through YEMSA including the services of a system EMS Medical Director for all system participants’ functions in the EMS System (e.g., medical communications, First Responder Agencies, transport entities, and online control physicians). The cost of medical oversight and compliance efforts will be funded through an annual fee as described in Section III.D. (Contractor Support of Compliance Oversight).

YEMSA shall appoint a Physicians’ Advisory Committee to advise the EMS Medical Director and perform other duties outlined herein or as otherwise assigned by YEMSA. YEMSA having an EMS Medical Director does not relieve Contractor from employing its own Medical Director as set forth herein.
1. Medical Protocol and Administrative Policy Compliance. Contractor shall comply with Medical Protocols and administrative policies established by YEMSA, as well as other requirements and standards established by the EMS Medical Director.

Contractor shall document compliance with system Medical Protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g., communications, First Responders and transport), and individual system participants (personnel).

Medical Protocols shall be reviewed and updated by the EMS Medical Director on a periodic basis with input from EMS System participants. The review process shall be defined in writing by the EMS Medical Director and shall address the effectiveness of the Medical Protocols and document the EMS System’s compliance to the protocols.

2. Direct Interaction with Medical Control.

a. Contractor Personnel’s Direct Interaction. Contractor personnel functioning under these specifications shall have the right and professional responsibility to interact directly with the EMS System’s medical leadership (EMS Medical Director, base hospital physicians and YEMSA clinical oversight staff) on all issues related to patient care. This personal professional responsibility is essential.

b. Contractor’s Collaboration. Contractor shall retain or employ a Medical Director, who shall be a medical or osteopathic medical doctor licensed to practice in California, for medical oversight, quality improvement, and to interact as a liaison with the County. Contractor’s Medical Director and clinical education staff will work directly with YEMSA and the EMS Medical Director to collaborate on new treatment guidelines and training initiatives, quality improvement and research.

3. Medical Review/Audits. The goal of the medical audit process is to inspect and assure compliance of the care delivered with the EMS System’s established clinical care guidelines. Evaluation of a random sampling of patient contacts provides a measure of the clinical care provided and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process measures in monitoring and improving care. Contractor shall comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

The EMS Medical Director may require that any employee of Contractor attend a medical audit when deemed necessary.
4. Continuous Quality Improvement Program. Contractor shall have a written Continuous Quality Improvement (CQI) Plan that must be approved by YEMSA. Contractor shall inform YEMSA in writing, of efforts to correct performance deficiencies as outlined in California Code of Regulations, Title 22, Div. 9, Ch. 2 § 100061.1.

   a. Continuous Supervision. Contractor shall continually supervise its operations through a field supervisor.

   b. CQI Coordinator. Contractor shall identify to YEMSA, in writing, a CQI Coordinator.

   c. Clinical Performance. Contractor's clinical performance must be consistent with the YEMSA-approved medical standards and protocols. Patient transportation and disposition shall be according to YEMSA policies and procedures. Services and care delivered must be evaluated by Contractor's CQI program, and as necessary through the YEMSA quality improvement program in order to improve and maintain effective clinical performance.

   d. Participation in County Quality Assurance Program. Contractor shall participate fully in YEMSA-required data reporting and the YEMSA Quality Assurance Program.

5. Contractors, Medical Direction. Contractor shall engage a physician as its Medical Director to oversee the Contractor's clinical activities. The contractor will also, at no charge, provide medical direction services to the ALS first response unit operated by Yocha Dehe Wintun Nation.

B. Minimum Clinical Levels and Staffing Requirements.

1. Ambulance Staffing Requirements.

   a. Emergency and ALS Services. Contractor shall minimally staff and equip all Ambulances rendering Emergency Ambulance Services and ALS services to render Paramedic-level care and transport with a minimum, including the driver, of one (1) Paramedic and one (1) EMT or an EMS provider above the level of an EMT (if licensed, accredited and credentialed, as appropriate, to practice in the County) to respond to requests from a County-designated PSAP. All Ambulances shall be equipped in accordance with applicable State and YEMSA equipment and supply requirements and guidelines for ALS Ambulances.

   The Paramedic shall be the ultimate responsible caregiver for all patients, but is only required to accompany patients in the back of the Ambulance during patient transports where ALS-level monitoring or care is required by protocol and/or by the patient's condition.
b. Critical Care Transports. Contractor shall staff and equip all Ambulances rendering CCTs to render care and monitoring beyond the scope of practice of a Paramedic. Minimum staff for a CCT, including the driver, shall be (1) an EMT or an EMS provider above the level of an EMT if licensed, accredited and credentialed, as appropriate, to practice in the County, (2) a Paramedic and (3) a provider trained beyond the scope of a Paramedic ("CCT Provider"). This may include, depending upon the clinical requirements of the patient and the judgment of the referring physician, a Paramedic with expanded scope training as approved by YEMSA and the State EMS Authority, a registered nurse, a respiratory therapist, a physician or other provider with advanced training in one or more particular specialty care areas. The CCT Provider specified in (3) may be a provider furnished by the sending or receiving facility, or another facility, during the transport of the patient.

All Ambulances providing CCT services must carry the equipment, medications and supplies as published by the EMS Medical Director from time to time, and comply with all YEMSA policies and protocols with regard to CCT services.

2. Personnel Licensure and Certification and Training Requirements. All of Contractor's Ambulance personnel responding to Emergency medical requests shall be currently and appropriately licensed, accredited and credentialed, as appropriate, to practice in Yolo County. Contractor shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under this Agreement. At a minimum, Contractor shall ensure that Ambulance personnel receive in addition to the required training defined in State and YEMSA policies the following training and/or certifications:

a. Trauma Training. Contractor shall staff each ALS Ambulance with a minimum of one Paramedic certified in Prehospital Trauma Life Support (PHTLS) or International Trauma Life Support (ITLS), or Contractor shall document that each Paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum and approved by the EMS Medical Director. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified Paramedics performing services under this Agreement. All Paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months of hire. Personnel who obtained Yolo County accreditation via the transition policy must achieve PHTLS, or ITLS by July 1st, 2015 as stated in the policy.
b. CCT Training. In the event that Contractor elects to utilize expanded scope Paramedics for the provision of CCT services under this Agreement, Contractor shall describe its training program, curriculum and evaluation mechanism for personnel who complete such training. All expanded scope training shall be subject to approval of the EMS Medical Director and the State EMS Authority.

c. Orientation. Contractor shall properly orient all field personnel before assigning them to respond to calls for services under this Agreement. Such orientation shall cover at a minimum, Contractor policies and procedures; EMS System overview; EMS policies and procedures; radio communications with and between Contractor, base hospital, receiving hospitals, and County communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and Ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

d. MCI Preparedness. Contractor shall train all Ambulance personnel and supervisory staff in their respective roles and responsibilities under current and/or future County MCI plans, and prepare them to function in the medical portion of the Incident Command System. The specific roles of Contractor and other Public Safety personnel will be defined by the relevant plans and command structure. The appropriate basic levels of ICS training for all personnel will be completed within three (3) months after Effective Date. Advanced ICS training will be provided to supervisors within three (3) months of being designated as a supervisor.

e. Assaultive Behavior Management Training. On an ongoing basis, Contractor shall provide Ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, excited delirium, and other behavioral or stress related problems, as well as difficult or potentially difficult scenes on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations. Such training will be provided within three (3) months after the Effective Date.
f. Emergency Vehicle Operator Training. Contractor shall maintain an on-going driver-training program for Ambulance personnel. The program, the number of instruction hours, and the system for integration into Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by YEMSA initially and on an annual basis thereafter. Among other matters, training shall be provided on the California Highway Patrol Ambulance Drivers handbook. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation. Formal driver training will be completed all full-time employees who drive emergency vehicles within three (3) months of the Effective Date. Part-time employees who drive emergency vehicles will receive formal driver training within six (6) months of the Effective Date. New employees after execution of this Agreement will receive formal driver training within three (3) months of date of hire.

g. Infection Control. Contractor shall create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). Contractor shall develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure. Contractor shall provide annual training on infection control.

h. Homeland Security. Contractor and Contractor’s employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.

i. HIPAA Compliance. Contractor shall provide initial and ongoing training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services. All patient medical records shall be treated as confidential so as to comply with all State and federal laws.
Compliance and Documentation Training. Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (68 FR 14245) and any amendments thereto. In addition, in order to facilitate compliant documentation from the clinical and reimbursement perspectives, Contractor shall bear the cost of an annual mandatory, three-hour documentation training program, to be taught by an instructor chosen and retained by the County, and ensure that all frontline personnel and supervisors attend this training. The training will be offered at various times to accommodate Contractor’s shifts.

V. OPERATIONS

A. Operations. The performance specifications set forth in this Agreement require and encourage improvements in the level of service currently being provided in the County. Additionally, the RFP provided clarification of expectations and accountability. The following provisions define these expectations, core requirements, and activities required of Contractor.

1. Emergency Response Zones. Emergency Response Zones (ERZs) are defined by Ambulance call frequency. There are a total of four ERZs: (1) high frequency (red), (2) moderate frequency (blue) and (3) moderate-low frequency (light blue)(4) low frequency (unmarked) These ERZs are shown on the map following the below description of the ERZs.

a. High Frequency Zones. High Frequency Zones are the four (4) incorporated cities (Davis, West Sacramento, Winters, and Woodland), including areas identified as potential for urban development, and the following identified areas:

(1) State Route 113 between the Solano County Line and Interstate 5; and the areas east to County Road 98 and west to County Road 102.

(2) The area known as El Macero, bordering the City of Davis.

(3) Interstate 80 between the Solano County Line and Sacramento County Line; to include freeway frontage roads.

(4) Yolo Housing Complex east of the City of Winters.

(5) State Highway 128 between the City of Winters and Pleasants Valley Road, and the areas two miles to the north and south of the highway.
(6). Interstate 505 between the Solano County Line and State Route 16.

(7). State Route 16 between the City of Woodland and Interstate 505 and the areas one mile to the north and south of the highway.

(8). Interstate 5 between the City of Woodland and the Sacramento County border; to include freeway frontage roads.

b. Moderate Frequency Zones. Moderate Frequency Zones are the following areas:

(1). The areas known as: Brooks, Capay, Clarksburg (North of Clarksburg Road, and East of Jefferson Blvd), Esparto, Guinda, Knights Landing, Madison, Rumsey, and Yolo.

(2). State Route 16 between interstate 505 and the township of Rumsey, and the areas two miles to the north and south of the highway.

(3). Interstate 505 between State Route 16 and County Road 14 and the area west to two miles beyond County Road 85 and east to Interstate 5.

(4). State Route 113 between Interstate 5 and County Road 13 and the area west to Interstate 5 and east to County Road 102.

(5). All geographic areas not previously defined that are situated between Interstates 5, 80, and 505, and County Road 14, and the Solano County Line.

Zones are the following areas:

c. Moderate-Low Frequency Zones. During the initial ninety (90) days of this Agreement the County, in its sole discretion, shall determine whether to eliminate Moderate-Low Frequency Zones or continue them for the remaining term of this Agreement. At any time during or at the conclusion of the 90-day period, the County shall give Contractor written notice of its decision. If the County decides to eliminate Moderate-Low Frequency Zones, all areas that were within the Moderate-Low Frequency Zones shall be included in the Moderate Frequency Zones. That decision will become effective thirty (30) days after the County gives Contractor notice of its decision. Thereafter, all other provisions of this Agreement that pertain to Moderate-Low Frequency Zones shall become null and void and all provisions that pertain to Moderate Frequency Zones shall apply to the areas that had previously been within the Moderate-Low Frequency Zones.
Moderate-Low Frequency

(1). County Road 12 to County Road 2 on Interstate Highway 5 including Dunnigan.

(2). Clarksburg: South of Clarksburg Road, and East of Z Line Rd to County Line.

(3). Interstate Highway 5 from County Road 14 to Zamora County Road 12.

d. Low Frequency Zones. Low Frequency Zones are all geographic areas in the County not defined as High, Moderate, or Moderate-Low Frequency Emergency Response Zones.
2. All 9-1-1 and ALS Interfacility Calls. This Agreement is an exclusive franchise for all Emergency medical calls to include calls received through the 9-1-1 system as well as those Emergency Calls received through means other than 9-1-1. This Agreement is also an exclusive franchise for ALS interfacility transports and CCTs originating in the County.

3. Primary Response to Peripheral Areas of the County. While Contractor has the exclusive right to all 9-1-1 calls originating in the County, there are areas on the periphery of the County where the nearest Paramedic-staffed Ambulance may be located in an adjacent jurisdiction. In the interest of getting an Ambulance to the patient as quickly as possible, YEMSA will approve the use of these closer Ambulances contingent upon the execution of a mutual aid agreement, satisfactory to YEMSA, with the agencies responding from a neighboring jurisdiction. YEMSA shall have the right to withdraw approval if it determines that Contractor's use of mutual aid or lack of use of mutual aid is excessive.

B. Transport Requirement and Limitations. Contractor's obligation to respond to all Emergency medical requests in the County and provide Ambulance transport is subject to the following limitations and flexibilities:

1. Destinations. Contractor shall be required to transport patients from all areas of the County, in accordance with applicable YEMSA protocols.

2. Prohibition against Influencing Destination Decisions. Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in applicable destination protocols.

3. Use of Automatic Vehicle Locator. Contractor shall utilize an AVL to allow for the tracking of Ambulances, which shall be linked to YEMSA and provide full report capability.

C. Response Time Performance Requirements. "Response Times" are defined below. YEMSA will not limit Contractor's flexibility in the methods of providing Ambulance service. This is based upon Contractor's commitment to conform to the Response Time standards set forth below (the Response Time Standards). Therefore, an error on Contractor's part in one phase of its operation (e.g., Ambulance dispatch, system deployment plan, Ambulance maintenance, etc.) shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g., clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by the PSAP as to call transfer time in combination with the time stamping of Contractor's CAD system. The County will work with Contractor to assure that Contractor's dispatch clocks can be synchronized to the area PSAPs.
1. Response Time Performance Requirements. Four ERZs are established and designated as high call frequency, moderate frequency, moderate-low frequency, and low call frequency. These ERZs will be used for Response Time monitoring, reporting, and compliance purposes. The applicable Response Time performance requirements for the ERZ are specified in Table 1 below. Contractor's Response Time on requests for Emergency medical service originating from within each ERZ shall meet the following performance standards:

a. Potentially Life Threatening Emergency Response. Priority 1 responses pertain to those conditions identified in YEMSA policy as Potentially Life Threatening.

Contractor shall place an Emergency Ambulance At Scene (as defined in 5.5.2) of each call for a Priority 1-level condition within the specified Response Time for that ERZ on not less than ninety (90) percent of all Priority 1 calls, as measured within any consecutive calendar month.

For every Priority 1 call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor’s efforts to eliminate recurrence. Further, if deficiencies are found in the sample, Contractor shall be required to provide an explanation and a written plan for improvement after conferring with YEMSA.

b. Non-Life Threatening Emergency Response. Priority 2 responses pertain to those conditions identified in YEMSA policy as Non-Life Threatening Emergency conditions.

Contractor shall place an Emergency Ambulance At Scene of each call for a Priority 2-level condition within the specified Response Time for that ERZ on not less than ninety (90) percent of all Priority 2 calls, as measured within any consecutive calendar month. Further, if deficiencies are found in the sample, Contractor shall be required to provide an explanation and a written plan for improvement after conferring with YEMSA.

c. Non-Emergency Response. Priority 3 responses pertain to those conditions identified in YEMSA policy as Non-Emergency.

Contractor shall place an Emergency Ambulance At Scene of each call for a Priority 3-level condition within the specified Response Time for that ERZ on not less than ninety (90) percent of all Priority 3 calls, as measured within any consecutive calendar month. Further, if deficiencies are found in the sample, Contractor shall be required to provide an explanation and a written plan for improvement after conferring with YEMSA.
d. Interfacility Transports. Priority 4 responses are for non-Emergency interfacility transports requiring ALS monitoring or treatment.

Contractor shall place an Emergency Ambulance at the requesting facility within the time set forth in Table 1 on at least ninety (90) percent of all Priority 4 Ambulance requests. If the service receives a 9-1-1 Emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for the appropriate Priority level based on the dispatch information conveyed by the PSAP.

Response times for Priority 4 interfacility calls shall not be included in the monthly fractile Response Time compliance measurement, though repeated violations of the Response Time standards for these transports shall constitute a material breach of this Agreement.

e. Critical Care Transports. Priority 5 requests for Ambulance service are defined as Critical Care Transports requiring monitoring or treatment beyond the scope of a Paramedic.

Contractor shall place a CCT Ambulance At Scene within the time set forth in Table 1 on at least ninety (90) percent of all Priority 5 Ambulance requests.

Response times for Priority 5 CCT calls shall not be included in the monthly fractile Response Time compliance measurement, though repeated violations of the Response Time standards for these transports shall constitute a material breach of this Agreement.

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Compliance</th>
<th>High Frequency ERZ</th>
<th>Moderate Frequency ERZ</th>
<th>Moderate Low Frequency ERZ</th>
<th>Low Frequency ERZ</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>90%</td>
<td>8:00</td>
<td>15:00</td>
<td>20:00</td>
<td>30:00</td>
</tr>
<tr>
<td>2</td>
<td>90%</td>
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<td>30:00</td>
<td>35:00</td>
<td>45:00</td>
</tr>
<tr>
<td>3</td>
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<td>30:00</td>
<td>45:00</td>
<td>50:00</td>
<td>1:00:00</td>
</tr>
<tr>
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<td>30:00</td>
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<td>N/A</td>
</tr>
<tr>
<td>5</td>
<td>90%</td>
<td>45:00</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
D. Notification of Delays for Non-Emergency Responses. Whenever Emergency Ambulance response volume necessitates temporary delays in non-Emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall furnish a realistic estimate of when service will be available. Notification of the individual or organization does not reduce or eliminate penalties for such delays. Contractor shall make every reasonable effort to reduce and eliminate delays for those utilizing non-Emergency services.

E. Response Time Measurement Methodology. Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 1 above. Response Times shall be measured in accordance with the methodology described below for Priority 1, 2 and 3 calls only. This Response Time measurement methodology is subject to change as improvements to the YECA CAD system and/or improvements to the capabilities of the County's other PSAPs are implemented.

1. Call Receipt. Contractors' Response Time clock begins at “Call Receipt” which is defined as when Contractor's dispatch center (or Contractor's Ambulance crew) receives the call from YECA or another PSAP.

2. At Scene. “At Scene” time means the moment the first Emergency Ambulance arrives and stops at the location where the Ambulance shall be parked while the crew exits to approach the patient and notifies Dispatch that it is fully stopped. “At Scene” shall not be called in until the Ambulance is fully stopped and parked on scene and shall not be recorded prior to this time. “At Scene” designation is subject to audit by YEMSA and any misrepresentation of “At Scene” reporting times shall result in the imposition of response time penalties for the affected calls at the highest amount set forth in the penalty provisions of this Agreement.

In situations where the Ambulance has responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival At Scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient’s location.

3. Time Intervals. The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time or the response is cancelled by a public safety agency.

4. Failure to Report At Scene Time. In instances when Ambulance crews fail to report At Scene, the time of the next communication between dispatch and the Ambulance crew shall be used as the At-Scene time. However, Contractor shall be permitted to document the actual arrival time through another means (e.g., First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.
5. Calculating Upgrades, Downgrades, Reassignments and Cancellations. From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

a. Upgrades. If an assignment is upgraded prior to the arrival At Scene of the Emergency Ambulance (e.g., from Priority 2 to Priority 1), Contractor’s compliance will be calculated based on the shorter of:

(1). Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or

(2). The lower priority Response Time Standard.

b. Downgrades. If a call is downgraded prior to arrival At Scene of the Emergency Ambulance (e.g., from Priority 1 to Priority 2), Contractor’s compliance will be determined by:

(1). If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or

(2). If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply.

In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of YEMSA, the longer standard will apply.

c. Reassignment. If an Emergency Ambulance is reassigned en route or turned around prior to arrival At Scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance At Scene from which the Ambulance was diverted.

6. Canceled Calls. If an Emergency Call assignment is canceled prior to arrival At Scene by the ambulance, Contractor’s compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.
7. **Response Times Outside EOA.** Contractor shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the County. Responses to requests for service outside the County will not be counted in the total number of calls used to determine compliance.

8. **Each Incident a Separate Response.** Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

9. **Response Time Compliance for Individual Emergency Response Zones.** Response time requirements for the three Emergency Response Zones shall be reported and analyzed separately for compliance and penalty purposes.

10. **Emergency Response Zone Assignments.** YEMSA recognizes that Response Times are largely based upon call volumes and population densities within each ERZ. In developing Response Time Standards, YEMSA has established four (4) ERZs: high, moderate, moderate-low, and low frequency zones, for Response Time compliance measurement. YEMSA may evaluate the call frequency and zone structure to address changes occurring within each zone. Should the call frequency of any significant contiguous area within the low call frequency zones become equal to or greater than the call frequency to the adjacent medium or high call frequency zone, then that area will be considered for reclassification for Response Time compliance upon the next anniversary date of this Agreement. Response Time compliance changes pursuant to this Section X. will be modified by readjusting the then current map and the descriptions defining the ERZs.

YEMSA reserves the right to look at any area of the County to identify if there are pockets of poor Response Time performance and refer such findings to Contractor for mitigation.

F. **Response Time Exceptions and Exception Requests.** Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control may affect the achievement of specified Response Time Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request from County-designated PSAPs to respond within the County shall be included except as follows:
1. Multi-Casualty Disaster. The Response Time requirements shall be suspended during a declared multi-casualty incident, medical advisory or disaster in the County or during a declared disaster in a neighboring jurisdiction to which Ambulance assistance is being provided by Contractor as requested by the County.

2. Good Cause. The Contract Administrator may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted ground(s) for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s).

   Good cause for an exception may include, but is not limited to, unusual system overload, incorrect or inaccurate dispatch information received from the PSAP, disrupted voice or data radio transmission (not due to Contractor equipment/infrastructure); material change in dispatched location; unavoidable telephone communications failure; dispatch to nonexistent address; unavoidable delays caused by extreme inclement weather; provision of County-authorized mutual aid; and off-road locations.

   Unusual system overload is defined as 200 percent of the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

   Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions. Equipment failure, traffic congestion not caused by the incident, Ambulance failure, lost Ambulance crews, or other causes deemed to be within Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.
3. Exception Request Procedure. It is Contractor's responsibility to apply to YEMSA for an exception to the Response Time Standards. If Contractor believes that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, Contractor must provide detailed documentation for each actual response in question to YEMSA and request that YEMSA exclude these calls from calculations and late penalties. Any such request must be in writing and received by the Contract Administrator within twenty (20) business days of the end of the month of occurrence, together with that month's performance reports. A request for an exception received after the twenty (20) days will not be considered. The Contract Administrator will review each exception request and make a decision for approval or denial. Should Contractor desire to appeal the Contract Administrator's decision, a written request must be submitted to the Director within ten (10) days after Contractor is provided notice of the decision by the Contract Administrator. All decisions by the Director shall be considered final.

G. Response Time Performance Reporting Procedures.

1. Documentation of Incident Time Intervals. Contractor shall document all times necessary to determine total Ambulance Response Time, including but not limited to time call received by the dispatch center, time location verified, time Ambulance crew assigned, time en route to scene, arrival At Scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time. Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report Form (PCR) and/or in Contractor's CAD system. Contractor will provide an interface with the CAD database and Electronic Patient Care Report Form (ePCR) database (through First Watch or equivalent system, as described in more detail below) for YEMSA to extract and corroborate Response Time performance.

2. Response Time Performance Report. Within twenty (20) business days following the last day of each month, Contractor shall document and report to YEMSA, in a manner and format required by YEMSA, such information as YEMSA shall require. Contractor shall also ensure that Ambulance Response Time records are available to YEMSA in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all Ambulance responses originating from requests to a County Designated Medical Dispatch Center. The records shall include, at a minimum, the following data elements:
a. unit identifier
b. location of call - street address
c. location of call - city, town or unincorporated portion of the County
d. location of call - longitude and latitude
e. location of call - Emergency Response Zone
f. nature of call - (EMD Code)
g. code to scene
h. time call received
i. time call dispatched
j. time unit en route
k. time unit At-Scene
l. time unit en route to hospital
m. time unit at hospital
n. time unit clear and available for next call
o. outcome (dry run, transport)
p. receiving hospital
q. code to hospital
r. major trauma
s. number of patients transported


4. Identifying Causes for Performance Failure. Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

5. Providing Explanation for Call Exceeding Responses Time. Contractor shall provide an explanation for every call exceeding the required Response Time and describe steps taken to reduce extended responses in the future.
H. Penalty Provisions. Penalties shall be imposed for individual instances of Response Time deviation, as well as for deviations from required fractile Response Time performance standards. Severe or chronic deviations of Response Time compliance may constitute a default and shall be a ground for termination of this Agreement as provided below.

1. Penalty for Failure to Provide Data or Falsifying Compliance Data. For priority 1, 2 and 3 calls, Contractor shall pay the County a penalty of $300, $250 and $200, respectively, each time an Ambulance is dispatched and the Ambulance crew fails to report and document At Scene time. Contractor, in order to rectify the failure to report an At Scene time and to avoid the penalty may demonstrate to the satisfaction of the Contract Administrator an accurate At Scene time.

Where an At Scene time for a particular call is not documented or is demonstrated to be inaccurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

In the event the County determines that Contractor has intentionally falsified any times that are material to the County’s determination of Contractor’s Response Time compliance under this Agreement, the County may impose a penalty of up to $2,500 for a first offense, $5,000 for a second offense, and $10,000 for a third offense. More than three (3) instances of falsification of such data shall be grounds for termination of this Agreement.

2. Penalty for Failure to Respond. Contractor is to deploy and staff Ambulances in a manner that allows for a response to all medical Emergency dispatches. In the event Contractor does not respond with an Ambulance to an Emergency Call, Contractor shall be assessed a penalty of $10,000 per incident. A failure to respond shall be defined as Contractor not having an Emergency Ambulance assigned and en route to an Emergency Call within sixty (60) minutes of the call being transferred from a County designated PSAP. Three (3) failures to respond shall be grounds for termination of this Agreement.

3. Per-Call Penalties for Response Time Deviations. For priority 1, 2 and 3 calls, there shall be a two-tiered penalty structure for each Emergency Call for which Contractor fails to meet the maximum Response Time for the specified ERZ for Priority 1, 2 and 3 calls. Tier 1 penalties are intended to address minor to moderate deviations, and Tier 2 penalties are intended to address “outlier” deviations that the County deems to constitute a significant risk to public health and safety. The per-call response time penalty tiers are set forth in Table 2 below.
<table>
<thead>
<tr>
<th>Priority Level</th>
<th>High Frequency ERZ</th>
<th>Moderate Frequency ERZ</th>
<th>Moderate Low Frequency ERZ</th>
<th>Low Frequency ERZ</th>
<th>Penalties</th>
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<tbody>
<tr>
<td>1</td>
<td>Penalty Tier 1</td>
<td>Penalty Tier 1</td>
<td>Penalty Tier 1</td>
<td>Penalty Tier 1</td>
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<td></td>
<td>&gt;8:00 ≤16:59</td>
<td>&gt;15:00 ≤24:59</td>
<td>&gt;20:00 ≤29:59</td>
<td>&gt;30:00 ≤44:59</td>
<td>Penalty Tier 1</td>
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<tr>
<td></td>
<td>Tier 2</td>
<td>Tier 2</td>
<td>Tier 2</td>
<td>Tier 2</td>
<td>Penalty Tier 2</td>
</tr>
<tr>
<td></td>
<td>≥17:00</td>
<td>≥25:00</td>
<td>≥30:00</td>
<td>≥45:00</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

| 2              | Penalty Tier 1   | Penalty Tier 1         | Penalty Tier 1            | Penalty Tier 1   | $250      |
|                | >15:00 ≤44:59    | >30:00 ≤44:59          | >35:00 ≤49:99             | >45:00 ≤59:59    | Penalty Tier 1 |
|                | Penalty Tier 2   | Penalty Tier 2         | Penalty Tier 2            | Penalty Tier 2   | Penalty Tier 2 |
|                | ≥45:00           | ≥50:00                 | ≥1:00:00                  | ≥1:00:00         | $1,000    |

| 3              | Penalty Tier 1   | Penalty Tier 1         | Penalty Tier 1            | Penalty Tier 1   | $200      |
|                | >30:00 ≤44:59    | >45:00 ≤59:59          | >50:00 ≤59:95             | >1:00:00 ≤1:30:00 | Penalty Tier 2 |
|                | Penalty Tier 2   | Penalty Tier 2         | Penalty Tier 2            | Penalty Tier 2   | Penalty Tier 2 |
|                | ≥45:00           | ≥1:00:00               | ≥1:00:00                  | ≥1:30:00         | $750      |

| 4              | Penalty Tier 1   | N/A                    | N/A                       | N/A              | Penalty Tier 1 |
|                | >30:00 ≤59:59    |                        |                           |                  | $200      |
|                | Penalty Tier 2   |                        |                           |                  | Penalty Tier 2 |
|                | ≥1:00:00         |                        |                           |                  | $600      |

| 5              | Penalty Tier 1   | N/A                    | N/A                       | N/A              | Penalty Tier 1 |
|                | >45:00 ≤1:29:59  |                        |                           |                  | $200      |
|                | Penalty Tier 2   |                        |                           |                  | Penalty Tier 2 |
|                | ≥1:30:00         |                        |                           |                  | $600      |
4. Penalty for Monthly Fractile Response Time Deviations. Contractor shall pay the County a penalty each month, as set forth in Table 3 below, that Contractor fails to comply with the Fractile Response Time requirements based on the percentage of compliance for each ERZ, calculated separately. Separate penalties may be imposed for monthly Fractile Response Time deviations for each Emergency Response Zone. Fractile Response Time performance less than 88% over two (2) consecutive months shall be cause for termination of the Agreement.

Any subset of measurement of calls that does not exceed one hundred (100) responses in a single month shall be added to the next month’s responses and accumulated until the minimum of one hundred (100) responses is documented at which point compliance determinations will be made.

<table>
<thead>
<tr>
<th>Table 3 Monthly Fractile Response Time Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance %</td>
</tr>
<tr>
<td>≥ 89% &lt; 90%</td>
</tr>
<tr>
<td>≥ 88% &lt; 89%</td>
</tr>
<tr>
<td>&lt; 88%</td>
</tr>
</tbody>
</table>

5. Additional Penalty Provisions. The County may impose financial penalties for breaches of this Agreement. For example, the County may impose penalties relating to the failure to provide reports and information to the County by specified due dates, failure to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport. Table 4 sets forth additional penalties for breach of this Agreement. The County may impose a fine of up to $500 per incident for any minor breach of this Agreement not specifically addressed in Table 4.

6. Repetitive Non-Compliance. Contractor is required to report performance for each priority level in each ERZ. Repetitive non-compliance in any given subset is defined as three (3) consecutive months or five (5) instances of non-compliance in any twelve-month period. If Contractor is repetitively non-compliant in any subset measure, Contractor shall submit a plan of corrective action to YEMSA within thirty (30) days of being notified of repetitive non-compliance by YEMSA. Failure to correct repetitive noncompliance shall be considered a material breach of this Agreement.
<table>
<thead>
<tr>
<th>Breach Event</th>
<th>Criteria</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to provide timely operational reports</td>
<td>Operational and Response Time reports are due on specific date after close of month</td>
<td>$50 per report per day received after specified due date</td>
</tr>
<tr>
<td>Failure to leave completed PCR at receiving facility</td>
<td>100 percent of YEMSA approved PCR or Interim Patient Care Report will be left at the receiving facility prior to departure of the Ambulance crew. 100 percent of the completed PCRs will be provided to receiving facility within 24 hours</td>
<td>$50 for every instance when the Interim Patient Care Report, at a minimum, is not left at the receiving facility prior to crew departure. A penalty of $100 for every completed PCR not provided to the facility within 24 hours of patient delivery</td>
</tr>
<tr>
<td>Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit</td>
<td>All calls shall be responded to by an ALS Ambulance and the patient transported in the ALS unit</td>
<td>$1,000 for every incident in which a BLS Ambulance responds and transports a patient</td>
</tr>
<tr>
<td>Failure to provide timely quality improvement data and reports</td>
<td>Quality improvement and clinical data and reports are due on specific date after close of month</td>
<td>$50 per report or data submission per day received after specified due date</td>
</tr>
<tr>
<td>Failure to provide timely unusual occurrence reports</td>
<td>Unusual occurrence reports are due within a specific time from date of the occurrence as defined in YEMSA policies and procedures</td>
<td>$100 per report per day received after the specified time frame from the date of the occurrence</td>
</tr>
</tbody>
</table>
7. Penalty Disputes. Contractor may appeal to the County in writing within twenty (20) business days of receipt of notification of the imposition of any penalty or regarding YEMSA’s penalty calculations. The Contract Administrator will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty. Should Contractor desire to appeal the Contract Administrator’s decision, a written request must be submitted to the Director within ten (10) days after notice of the decision of the Contract Administrator. All decisions by the Director shall be considered final.

8. Penalty Payments. The County shall render its invoice for any fines or penalties to Contractor within thirty (30) business days of the YEMSA’s receipt of Contractor’s monthly performance reports, or within thirty (30) days of the occurrence of an event for which a penalty is imposed under this Agreement. Contractor shall pay the County on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to the County’s or Contractor’s satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

I. Fleet Requirement. Contractor shall maintain the number of ALS equipped and fully operating Ambulances that represent at least 150% of the peak staffing level. For example, if Contractor’s peak number of Ambulances is five (5), then Contractor shall maintain a fleet of at least eight (8) Ambulances (5 x 150% = 7.5 rounded to 8). If a fraction is derived when multiplying the peak number of units by 150%, the number will be rounded up to the next whole integer (i.e., 7.5 would be rounded to 8). All Ambulances shall be safe of operation and fit for their intended purpose.

J. Coverage and Dedicated Ambulances, Use of Stations/Posts. These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. The County neither accepts nor rejects Contractor’s level of effort estimates; rather the County accepts Contractor’s commitment to employ whatever level of effort is necessary to achieve the Clinical Response Time and other performance results required by the terms of this Agreement as outlined in these specifications. Contractor shall deploy Ambulance resources in a manner consistent with this goal.

K. Use of Audible and Visual Warning Devices. Contractor shall have a plan to ensure and shall ensure that audible and visual warning devices (i.e., red lights and sirens or RLS) shall be used appropriately and that their use is limited to cases of life threatening emergencies only. The County wishes to minimize inappropriate use of RLS in an effort to prevent accidents involving emergency vehicles, given the correlation between emergency vehicle accidents and RLS use.
VI. PERSONNEL

A. Treatment of Incumbent Work Force. Contractor initially and throughout the term of this Agreement shall provide financial benefits to encourage employee retention and recruitment for the system.

B. Character, Competence and Professionalism of Personnel. The Parties understand that Ambulance services are often rendered in the context of stressful situations. YEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.

All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with the State of California requirements. Screening of employees shall include, at a minimum, exclusion from the federal Medicare or Medicaid programs, felony or misdemeanor convictions (and equivalent convictions in states that do not label convictions as felonies or misdemeanors) related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse and spousal abuse. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses.

C. Internal Health and Safety Programs. Contractor shall implement multiple programs to enhance the safety and health of the work force. These shall include driver-training, safety and risk management training. Contractor shall provide adequate PPE and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall comply with EMSA #216 and shall include appropriate head, respiratory and flesh protection for employees. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

D. OSHA and Other Regulatory Requirements. Contractor shall satisfy all regulatory requirements for occupational safety and health, including but not limited to infection control, blood-borne pathogens and TB training, equipment, mitigation and control. Contractor will adopt procedures that meet or perform better than all requirements for dealing with these matters. Contractor shall make available at no cost to its employees all currently recommended immunizations and other immunizations that are recommended during the term of this Agreement and health screening to its high-risk personnel. Contractor shall, at a minimum, satisfy federal and State Occupational Safety and Health Administration (OSHA) Blood Borne Pathogen Training Requirements and Federal and State OSHA mandated Hazardous Materials Awareness Training Compliance.
E. Discrimination Not Allowed. During the performance of this Agreement, Contractor will comply with all applicable provisions of federal, State, and local laws and regulations prohibiting discrimination. Without limiting this, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA) and all regulations promulgated thereunder. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual orientation, or age. Such action shall include but is not limited to the following: employment-upgrade, demotion, and transfer; recruitment and recruitment advertising; lay-off and termination; rates of pay and other forms of compensation; and selection, including apprenticeship.

F. Field Provider Shifts. Contractor shall utilize reasonable management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills. Crewmembers providing Ambulance services under this Agreement shall not be scheduled to work shifts longer than twelve (12) consecutive hours and shall not remain on duty for longer than eighteen (18) consecutive hours due to late calls or unscheduled holdovers. A rest period of at least eight (8) consecutive hours between shifts is required. The only exception will be a County-declared disaster. Contractor may implement the use of twenty-four (24) hour shifts with prior approval by YEMSA. YEMSA may withdraw such approval at any time. Should YEMSA withdraw approval, contractor shall implement temporary scheduling practices to address YEMSA’s concerns. Contractor shall be provided 45 days to re-align its workforce to address the concerns on a permanent basis.

VII. MANAGEMENT

A. Data and Reporting Requirements. As required by YEMSA, Contractor shall provide detailed operational, clinical, and administrative data in a manner that facilitates YEMSA’s retrospective analysis.

1. Dispatch Software. The dispatch software utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. YEMSA will be provided access to all data maintained by the CAD system as necessary to analyze demand and determine deployment procedures. Contractor shall allow YEMSA, at Contractor’s expense, to install an interface with the CAD to collect and monitor computer-aided dispatch information.

a. Real-Time Monitoring. Contractor will furnish and operate a system to provide near-real-time monitoring of its CAD and electronic Patient Care Record (ePCR) data that is functionally equal or superior (in the County’s determination) to the hosted FirstWatch system, offered by FirstWatch Solutions, Inc. (www.firstwatch.net), including the Online Compliance Utility (OCU) and the clinical protocol compliance module, FirstPass.
FirstWatch and the OCU (or equal or superior alternative) will be used to monitor Contractor’s Computer-Aided-Dispatch (CAD) data in near real-time, and will be used in the County’s monitoring and reporting on Contractor’s response time compliance. The OCU will be used by Contractor to submit Response Time exception requests to the County, and for the County to review and authorize (or deny) such requests.

FirstWatch and the FirstPass module (or equal or superior alternatives) will be used to monitor Contractor's ePCR data in near real-time, and will be the official method for monitoring and reporting on Contractor's compliance to applicable clinical protocols. FirstPass (or acceptable alternative) will be used by Contractor and/or the County as a quality assurance/improvement, and protocol compliance monitoring and reporting tool. Contractor and the County will work together with FirstWatch (or equal or superior provider) to customize the FirstWatch and FirstPass processes and reporting tools to meet and exceed the unique needs of the County system.

The County will also use the FirstWatch system to monitor the CAD and ePCR data for biosurveillance and other syndromic and health-monitoring purposes, subject to HIPAA requirements.

b. Research and Aggregated Monitoring Networks. The County may choose to participate in research or aggregated monitoring networks, such as FirstWatch's Regional Influenza Network (www.firstwatch.net/rin), subject to HIPAA compliance, and Contractor shall cooperate with the County in all such respects.

2. Patient Care Reporting Software. Contractor shall utilize an electronic patient care report ePCR system that is NEMSIS and CEMSIS compliant and HL7 compatible, and approved by YEMSA for patient documentation on all EMS System responses including patient contacts, canceled calls, and non-transports. The ePCR shall be accurately completed to include all County-prescribed data, and all such information shall be distributed according to established County EMS Policies and Procedures. Contractor shall leave a copy of the ePCR (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with YEMSA policies and procedures. Within twenty-four (24) hours, Contractor shall provide remote electronic access for the Contract Administrator and receiving hospitals to patient care records in computer readable format and suitable for statistical analysis for all Ambulance calls. Records shall contain all information documented on the ePCR for all EMS System responses including patient contacts, cancelled calls, and non-transports.

Contractor shall identify files or ePCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other data points, which may be reasonably requested, including any needed modifications to support EMS System data collection.
3. Records. Contractor shall complete, maintain, and provide to YEMSA, if requested, adequate records and documentation to demonstrate its performance compliance and aid YEMSA in improving, modifying, and monitoring the EMS System.

4. Monthly Reports Required. Contractor shall provide, within twenty (20) business days after the first day of each calendar month, reports pertaining to its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. Contractor shall document and report to the Contract Administrator in writing in a form required by the Contract Administrator. Response Time compliance and customer complaints/resolutions shall be reported monthly. Reports other than Response Time compliance and customer complaints/resolutions may be required by YEMSA less frequently than monthly. No later than sixty (60) days prior to the end of the contract year, YEMSA shall provide to Contractor a list of required reports and their frequency and due dates.

Reports shall include, at a minimum:

a. Clinical:

(1) Continuing education compliance reports;

(2) Summary of clinical/service inquiries and resolutions;

(3) Summary of interrupted calls due to vehicle/equipment failures; and

(4) A list of trauma transports, by city and by hospital, including all times necessary to calculate each Response Time, At Scene time, and transport to hospital time.

b. Operational:

(1) Calls and transports, by priority for each Emergency Response Zone;

(2) A list of each call, sorted by Emergency Response Zone, where there was a failure to properly record all times necessary to determine the Response Time;

(3) Documentation of all patients meeting trauma criteria including At Scene time and transport to hospital time;

(4) A list of mutual aid responses to and from the EMS System; and

(5) EMS transports to and from medical aircraft.
c. Response Time Compliance:

(1) A list of each Emergency Call dispatched for which Contractor did not meet the Response Time Standard for each Emergency Response Zone and an explanation of why the response was late;

(2) Canceled transports;

(3) Exception reports and resolution; and

(4) Penalties and exemptions.

d. Response Time Statistical Data. Within twenty (20) business days following the last day of each month, Contractor shall ensure that Ambulance Response Time records are available to YEMSA in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all Ambulance responses originating from requests within the County. The records shall include the following data elements:

(1) unit identifier
(2) location of call – street address
(3) location of call – city, town or unincorporated city
(4) location of call - longitude and latitude
(5) location of call – Emergency Response Zone
(6) nature of call (EMD Code)
(7) code to scene
(8) time call received
(9) time call dispatched
(10) time unit en route
(11) time unit on-scene
(12) time unit en route to hospital
(13) time unit at hospital
(14) time unit clear and available for next call
(15) outcome (transport, refusal, no patient found, etc.)
(16) receiving hospital
(17) code to hospital
(18) major trauma
(19) number of patients transported

e. Personnel Reports. Contractor shall provide YEMSA annually with a list of Paramedics, EMTs and other EMS personnel currently employed by Contractor and shall update that list whenever there is a change.

The personnel list shall include, at a minimum, the name, address, telephone number, California Paramedic license and expiration date and EMT and other EMS personnel certification and expiration date, ACLS expiration date and California Driver's License number of each person on the list.

f. Billing Reports:

(1) Payer mix;

(2) Service mix (BLS-NE, BLS-E, ALS1-NE, ALS1-E, SCT);

(3) Collection rates;

(4) Bad debt/write offs; and

(5) Medicare/Medi-Cal overpayment refunds.

g. Community/Governmental Affairs Report:

(1) Number of conducted community education events;

(2) Public Relations activities, First Responder recognition; and

(3) Government relations contact report.
h. Electronic Access to Reports. Contractor shall provide access capability to YEMSA, at Contractor's expense, to all PCRs and shall provide a mechanism to create customized reports for YEMSA monitoring and review.

i. Other Reports. Contractor shall provide YEMSA with such other reports and records as may be reasonably required by the Contract Administrator.

5. Written Policies. Contractor shall have, among other written policies and procedures, written policies and procedures available in its offices which shall address the following:

a. Recruitment.

b. Pre-employment screening/hiring standards.

c. Orientation and training program for new employees.

d. In-service training and education.

e. Probation period.

f. Refresher course training.

g. Personnel evaluations.

h. Wage, salary, benefit packages, and general work conditions.

i. Work schedules/work coverage protocols.

j. Dispatch Protocols and policies which include continuous quality improvement.

k. Evaluation and handling of patients in the provision of service.

l. Role and responsibilities of field supervisors.

m. Employee job descriptions, including, but not limited to, all field, supervisory and management personnel.

n. Mapping education and familiarization with Yolo County.

o. Notification of appropriate PSAP when responding to a request for service outside the 9-1-1 system.
VIII. EMS SYSTEM AND COMMUNITY

A. Participation in EMS System Development. The County anticipates further development of its EMS System and regional efforts to enhance disaster and mutual-aid response. Contractor shall actively participate in EMS System activities, committee meetings, and work groups. Contractor shall participate and assist in the development of EMS System changes.

B. Accreditation. Contractor shall begin the process of becoming accredited by the Commission on Accreditation of Ambulance Services (CAAS) upon commencement of this Agreement. Contractor shall be accredited no later than August 31, 2015, and shall maintain such accreditation throughout the term of this Agreement.

C. Multi-casualty/Disaster Response. Contractor shall cooperate with the County in rendering Emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in County plans.

In the event the County declares a disaster within the County, Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to the designated emergency operations center (when activated) as a liaison. In the event the County declares a disaster within the County, or in the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended and Contractor shall respond in accordance with the disaster plan. Contractor shall use best efforts to continue to provide services under this Agreement and may suspend non-Emergency services as required.

At a multi-victim scene, Contractor's personnel shall perform in accordance with the appropriate County multi-victim response plan and within Incident Command System (ICS).

During a disaster declared by the County, YEMSA will determine, on a case-by-case basis, if Contractor may be temporarily exempt from Response Time criteria. When Contractor is notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to its primary area of responsibility and shall resume all operations as required under this Agreement.

1. Internal Disaster Response Notification. By the Effective Date, Contractor shall have a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

2. Incident Notification. By the Effective Date, Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualties, disaster response, hazardous materials incidents, and other unusual occurrences.
3. Ambulance Strike Team. Contractor shall assist the County in providing personnel, vehicles, equipment, and supplies in response to a disaster mutual aid request for deployment of an Ambulance Strike Team. Contractor units will join with units from other areas and be formed into Ambulance Strike Teams as identified by the State EMS Authority Ambulance Strike Team Guidelines. Contractor shall have staff members trained and certified as Ambulance Strike Team Leaders as of the Effective Date.

4. Interagency Training for Exercises/Drills. Contractor shall participate in County-sanctioned exercises and disaster drills and other interagency training.

5. Disaster Medical Services Unit. Contractor shall maintain the current Disaster Medical Services Unit (DMSU) in West Sacramento in accordance with an agreement with the State EMS Authority.

D. Mutual-aid and Stand-by Services.

1. Mutual Aid Requirements. Contractor shall respond in a mutual aid capacity to other service areas outside of the County if so directed by the Contract Administrator or in accordance with mutual aid agreements. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and the nature of mutual aid responses made by other agencies to calls originating within the County.

If Contractor utilizes mutual aid support from a specific agency more than 200 percent of the mutual aid support that it provides the specific agency, Contractor will pay to the County $250 per response over the 200 percent threshold. The mutual aid responses will be monitored and counted on a quarterly basis and any Contractor payments due will be invoiced by the County and paid within thirty (30) days of the invoice.

If there is an existing formal agreement in place to address those areas of the County that may be more quickly reached from services outside of the County, Contractor will document those requests separately of the other mutual aid requests and these requests will not be included when calculating the percentage of Contractor requested mutual aid.

2. Stand-by Service. Contractor shall provide, at no charge to the County or a requesting agency, stand-by services at the scene of an Emergency incident within the County when directed by a County designated public safety dispatch center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident. Stand-by periods exceeding eight (8) hours shall be approved by the Contract Administrator.
E. Permitted Subcontracting. Contractor may subcontract with an ALS provider for ALS interfacility transports and CCTs. The subcontracting entity must meet YEMSA's minimum requirements for an ALS Paramedic service. Contractor remains responsible and accountable for meeting Response Time requirements, reporting requirements, and other applicable requirements of this Agreement, and Contractor is liable to pay any penalties for non-performance or non-compliance by the subcontractor. All subcontracts permitted under this provision must be approved by YEMSA and YEMSA may withdraw its approval of any subcontract in the event the subcontractor's performance is substandard as determined by YEMSA. Contractor shall not subcontract any of its other responsibilities under this Agreement to any other individual or entity.

F. Communities May Contract Directly for Level of Effort. This Agreement is focused on Contractor performance. There are no provisions for a level of effort or requiring Ambulances to be placed in specific areas of the County. Contractor may contract directly with cities and communities to have an Ambulance located within their community so long as it does not impair Contractor's required performance hereunder. Such arrangements are subject to the approval of YEMSA and shall not be at YEMSA's expense.

G. Supply Exchange and Restock. Contractor will restock BLS supplies on a one-for-one basis based on utilization on calls by First Responder Agencies, including the exchange of spine immobilization devices.

H. Handling Service Inquiries and Complaints. Contractor shall log all inquiries and service complaints. Contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. Contractor shall submit to YEMSA each month a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the EMS Medical Director within twenty-four (24) hours.

IX. BILLING AND COMPLIANCE

A. Compliance with Law. Contractor shall comply with all federal laws and regulations applicable to its operations. This includes complying with all laws and regulations relating to the provision of Ambulance services to be reimbursed by Medicare, Medi-Cal, and other government funded health care programs.

Contractor shall comply with all State and local laws and regulations applicable to its operations and its provision of Ambulance services under this Agreement.

Contractor is responsible for determining and being fully familiar with all laws and regulations that apply to its operations and the services provided under this Agreement and to maintain compliance with those requirements at all times.
B. Indemnification. Contractor shall indemnify and hold the County harmless from any and all liability, fines, penalties, and other consequences from any failure by Contractor or its subcontractors to comply with such laws and regulations as pertaining to billing and reimbursement for services provided under this Agreement.

C. Permits and Licenses. Contractor shall hold all required federal, State, and local permits and licenses required to perform its obligations and provide services under this Agreement. This includes making all necessary payments for licenses and permits for services provided and vehicles used under this Agreement. It also includes accepting responsibility to schedule and coordinate the application for such licenses and permits and their renewals on a timely basis to ensure compliance with federal, State and local requirements for such licenses and permits.

Contractor shall ensure that, as applicable, its employees are not excluded from federal healthcare programs, that the State and local certifications they need to provide the services under this Agreement are valid and current at all times, and that the requirements they need to satisfy to secure and maintain such certifications have been met.

D. Compliance Program. Contractor shall have and implement a comprehensive Compliance Program. The Compliance Program shall address all aspects of Contractor’s operations and focus particular attention on Contractor’s documentation, claims processing, billing and collection processes. The Compliance Program shall comply with the guidelines set forth in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers (68 Federal Register 14245 (March 24, 2003)) and any amendments thereto.

E. Coders and Billers. Coders and billers processing claims for services provided under this Agreement must be certified by an external, national body that certifies coders and billers. Acceptable certifications include either the Certified Ambulance Coder (CAC) certification issued by the National Academy of Ambulance Coding, the Certified Professional Coder (CPC) certification issued by the National Academy of Professional Coders or an equivalent external certification issued by a program approved by YEMSA.

F. Compensation for Services. Contractor shall secure compensation for its services through fee-for-service reimbursement of patient charges. The fees shall comply with the fee schedules and rates listed in Exhibit 1, as may be updated periodically.

1. No Subsidy. Contractor shall receive no subsidy from the County for its services.
2. Annual CPI Fee Adjustments. Upon presentation of the calculation by Contractor and verification that the calculation is correct, the Contract Administrator will approve annual increases to patient charges based upon changes in the Consumer Price Index for All Urban Consumers, unless the annual CPI-U is negative, in which case no increase shall be granted.

3. Application for Fee Adjustments. In the event changed circumstances substantially impact costs of providing services under this Agreement or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances. No adjustments to patient fees will be allowed during the first twelve (12) months after the commencement of this Agreement. If Contractor believes a rate adjustment is warranted, it may apply to the Contract Administrator for the rate adjustment to be effective on or after the first anniversary of this Agreement. The application must be submitted at least sixty (60) days prior to the requested effective date of the requested rate adjustment. The Contract Administrator shall review the application and forward a recommendation to the Director, who shall have authority to make a recommendation to the Board. Approval of rate changes must be approved by the Board before they become effective.

G. Billing/Collection Services. Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit and that minimizes the effort required of patients to recover payments from third party sources for which they may be eligible. The billing system shall:

1. Electronically generate and submit Medicare and Medi-Cal claims;

2. Itemize all procedures and supplies employed on patient bills; and

3. Be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

Contractor shall conduct all billing and collection functions under this Agreement in a professional and courteous manner and shall not attempt to collect its fees at the time of service for any Emergency services provided under this Agreement.

Contractor shall implement and administer a financial hardship policy and plan relative to Contractor's provision of Emergency care to the County's indigent population to address the economic concerns of patients without insurance and who are unable to pay their Ambulance bills. Contractor may not threaten or take any collection actions with regard to patients who qualify as indigent under Federal poverty guidelines or Medi-Cal.
H. HIPAA Compliance Program. Contractor shall implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated by the U.S. Department of Health and Human Services to facilitate implementation of HIPAA. The three (3) major components of HIPAA include:

1. Standards for Privacy and Individually Identifiable Health Information;

2. Health Insurance Reform: Security Standards; and


Contractor is responsible for all aspects of complying with HIPAA and regulations adopted thereunder, including mandatory HIPAA training of all members of Contractor’s workforce, and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA or its regulations shall be reported immediately to YEMS, in addition to other notifications that may be required under State or federal law, along with Contractor’s actions to address and mitigate the effect of such violations.

I. Annual Independent Claims Review. Contractor shall fully cooperate with a qualified entity, as chosen by the County, to conduct an independent claims review on an annual basis utilizing a random sample of Contractor’s Medicare claims. Contractor shall bear the cost for the annual independent random claims review, at a cost not to exceed $15,000 per audit. The claims reviewer shall submit its report directly to the County. In the event the audit determines a claim error rate, as defined by the Office of Inspector General in excess of 5%, Contractor shall submit a corrective action plan to the County describing its plan for reducing the error rate, and in such case, Contractor shall submit to an additional independent claims review of a Statistically Valid Random Sample (SVRS) by the County’s qualified claims reviewer, in addition to the annual claims reviews, and bear the costs of such additional SVRS claims review. Contractor shall refund all identified Medicare overpayments within the time frame established under federal law.

A sustained billing error rate in excess of 5%, as determined in three (3) or more consecutive independent claim reviews, shall be grounds for termination of this Agreement.

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X.  ACCOUNTING AND RECORDKEEPING

Accounting and Recordkeeping. Contractor shall maintain separate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles. With reasonable notification and during normal business hours, the County shall have the right to review any and all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to the County at Contractor’s Yolo County office or other mutually agreeable location. Alternatively, at the County’s discretion, Contractor shall provide copies of such records to the County, such that the County receives the copies, within three (3) business days after its request for such records. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, claims and related billing documents, personnel and other records, daily logs and employment agreements, and other data related to any and all matters in connection with this Agreement.

On an annual basis, Contractor shall provide the County with audited financial statements by certified public accountants for Contractor’s Ambulance operations in the County and/or separate business records of financial accounting of any other businesses that share overhead with Contractor’s Ambulance service operation.

Contractor may be required by the County to provide the County with a periodic report or reports in the format specified by the Contract Administrator to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

XI.  CONTRACTUAL PROVISIONS

A.  Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the required insurance coverage listed in Exhibit 2.

B.  Hold Harmless. To the full extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the County, YEMSA, and the officers, agents, employees and volunteers of the County and YEMSA from any and all liability, claims, losses, damages or expenses, including reasonable attorney’s fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, contractors, etc. in rendering services under this Agreement. Contractor shall notify the County within five business days in writing of any claim made against Contractor arising out of the services provided under this Agreement. Contractor and County shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.
C. Employee Character and Fitness. Contractor accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Contractor under this Agreement, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law.

Notwithstanding anything to the contrary in this Section XI.C., Contractor shall hold the County, its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Contractor’s actions in this regard.

D. Performance Security Bond. Contractor shall furnish performance security in the amount of one million dollars ($1,000,000) in one of the following forms:

1. A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to the County; or

2. An irrevocable letter of credit issued pursuant to this provision in a form acceptable to YEMSA and from a bank or other financial institution acceptable to the County.

a. The following requirements shall be met with respect to a bond:

(1) The bond shall be payable to the County.

(2) Contractor shall have a bond in effect at all times during the term of this Agreement which shall secure the full and faithful performance of all of Contractor’s obligations under this Agreement (if there are any written amendments to this Agreement, Contractor shall promptly obtain a written amendment to said bond which states that it secures the full and faithful performance of Contractor’s obligations under said amendment);

(3) The bond shall specifically recite and accept Contractor’s requirements that the bonding company shall immediately release performance security funds to the County upon determination by the County that Contractor is in material breach of this Agreement.

(4) The bond shall stipulate that upon declaration by the County that Contractor is in material breach of this Agreement, Contractor and bonding company shall not commence any litigation in this matter until after the bonding company releases the performance security funds to the County.
(5) The bond shall not be canceled by Contractor except upon Contractor giving sixty (60) calendar days prior, express written notice of intent to cancel. Contractor shall, no later than twenty (20) calendar days following the commencement of notice period, provide to the County a replacement performance security in a form which meets the aforementioned requirements.

b. The following shall be the conditions precedent before the County may draw on the performance security:

(1) The County in good faith declares Contractor in material breach of this Agreement in accordance with Section G of this section, below;

(2) Contractor fails to dispute that it is in material breach and fails to timely cure; and

(3) The County declares in writing that Contractor's material breach is creating a serious need for action on the part of the County.

E. Continuous Service Delivery. Contractor expressly agrees that, in the event of a default by Contractor under this Agreement, Contractor will work with YEMSA to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor shall be obligated to use every effort to assist YEMSA to ensure uninterrupted and continuous service delivery in the event of a default, even if Contractor disagrees with the determination of default.

F. Annual Performance Evaluation. YEMSA shall evaluate the performance of Contractor on an annual basis. An evaluation report will be provided to the Emergency Medical Care Committee of Yolo County and the Board. The following information will normally be included in the performance evaluation:

1. Response Time performance standards assessed with reference to the minimum requirements in this Agreement;

2. Clinical performance standards assessed with reference to the minimum requirements in this Agreement;

3. Initiation of innovative programs to improve EMS System performance;

4. Workforce stability, including documented efforts to minimize employee turnover;

5. Compliance of pricing and revenue recovery efforts with rules and regulations and this Agreement; and

6. Compliance with information reporting requirements.
G. **Default.** The County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to cure such default as described in Section XI.K. below.

1. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

   a. Failure of Contractor to operate the Ambulance service system in a manner which enables YEMSA or Contractor to remain in substantial compliance with the requirements of the applicable federal, State, and County laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach but such willful and repeated infractions shall constitute a material breach;

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

   c. Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;

   d. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "Lame Duck Period" as described herein;

   e. Deliberately increasing the cost of providing services, failing to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new Contractor or for a new Contractor’s operation in the event of a default or failure of incumbent to prevail during a subsequent bid cycle;

   f. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle; but not including prohibiting employees from participating in a competitor’s bid proposal and not including prohibiting non-management personnel from refraining from providing information to a competing organization regarding Contractor’s current operations and not including prohibiting its management personnel from communicating with representatives of competing organizations during a bid cycle;

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

   h. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
i. Failure of Contractor to comply with approved rate setting, billing, and collection procedures, and/or the submission of false or fraudulent claims for reimbursement by Contractor;

j. Failure of Contractor to meet Response Time requirements for three (3) consecutive measurement periods or five (5) instances of non-compliance in any 12-month period in a single category and after receiving notice of noncompliance from the Contract Administrator;

k. Failure of Contractor to comply with vehicle lease provisions;

l. Intentional failure of Contractor to cooperate and assist the County in the investigation or correction of any “minor breach” conditions;

m. Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty (and after notice of its failure to pay) unless Contractor is disputing the fine or penalty and has provided written notice to County of its disagreement;

n. Failure to maintain in force throughout the terms of this Agreement, including any extensions thereof, the insurance coverage required herein;

o. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;

p. Failure to timely prepare and submit the required annual audit;

q. Filing of a bankruptcy petition by or against Contractor, alleging that Contractor is or will become insolvent; appointment of a trustee or receiver for Contractor or for any of Contractor’s property; a general assignment by Contractor for the benefit of its creditors; or entry of a judgment or order determining that Contractor is bankrupt or insolvent;

r. Any other willful acts or willful omissions of Contractor that endangers the public health and safety; and

s. Breach of any other provisions specified in this Agreement which expressly afford the County a right of termination of this Agreement.
H. Termination.

1. Written Notice. This Agreement may be canceled immediately by written mutual consent.

2. Failure to Perform. The County, upon written notice to Contractor, may immediately terminate this Agreement should Contractor fail to perform properly any of its obligations. In the event of such termination, the County may proceed with the work in any reasonable manner it chooses. The cost to the County of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond, without prejudice to the County's rights otherwise to recover its damages.

I. Emergency Takeover. In the event the County determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency, the matter shall be presented to the Board. If the Board concurs that a material breach has occurred or may occur and that public health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with YEMSA to affect an immediate takeover by YEMSA of Contractor's Ambulances and crew stations. Such takeover shall be affected within not more than seventy-two (72) hours after Board decision to execute the emergency takeover.

1. Ambulances, Equipment and Supplies. In the event of an emergency takeover, Contractor shall deliver to YEMSA Ambulances and associated equipment used in the performance of this Agreement, including supervisors' vehicles. Each Ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS Ambulances in accordance with YEMSA ALS Policies and Procedures.

2. Mitigation of Damages. Contractor shall deliver Ambulances, dispatch and communications system, facilities and crew stations to YEMSA in mitigation of any damages to the County resulting from Contractor's breach. However, during YEMSA's takeover of the Ambulances and equipment, the County and Contractor shall be considered Lessee and Lesser, respectively. Monthly rent payable to Contractor shall be equal to the aggregate monthly amount of Contractor's debt service on facilities, vehicles and equipment as documented by Contractor at the Contract Administrator's request, and verified by the County Auditor (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall cause the disbursement of these payments directly to Contractor's obligee. In the event an Ambulance is unencumbered, or a crew station is not being rented, the County shall pay Contractor fair market rental based upon an independent valuation.
3. Billing for Services. During any such emergency takeover, the County shall be entitled to all reimbursement from patients and third party payers and insurers for services provided under this Agreement. At its option, the County may directly bill for such services, in which case Contractor shall discontinue all such billing, or the County may direct Contractor to bill for said services, and to remit all reimbursement received to the County upon receipt.

4. Rights and Restrictions. Nothing herein shall preclude the County from seeking to recover from Contractor such rental and debt service payments as elements of damage from a breach of this Agreement. However, Contractor shall not be precluded from disputing the Board's findings or the nature and amount of the County's damages, if any, through litigation; however, such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by YEMSA. By entering into this Agreement with the County for the provision of Ambulance services hereunder, Contractor specifically waives the right to seek or obtain injunctive or other equitable relief to prevent an emergency takeover as provided herein. Failure on the part of Contractor to cooperate fully with YEMSA to effect a safe/smooth takeover of operations shall itself constitute a breach of this Agreement, even if it is later determined that the original declaration of breach by the Board was made in error.

In the event of an emergency takeover, the County shall have the right to authorize the use of vehicles and equipment by another company. Should the County require a substitute contractor to obtain insurance on equipment, or should the County choose to obtain insurance on vehicles/equipment, Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

In the event of an emergency takeover, the County agrees to return Contractor's vehicles and equipment to Contractor in good working order, normal wear and tear excepted, at the end of the takeover period. For any of Contractor's equipment not so returned, the County shall pay Contractor fair market value of the vehicle and equipment at time of takeover, less normal wear and tear or shall pay Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

5. Unilateral Termination of Takeover. The County may unilaterally terminate a takeover period at any time and return facilities and equipment to Contractor. The takeover period shall last no longer than the County judges necessary to stabilize the EMS System and to protect the public health and safety by whatever means the County chooses.
6. Lease During Emergency Takeover. All of Contractor's vehicles and related equipment necessary for provision of Emergency Ambulance Services, ALS services and CCTs pursuant to this Agreement are hereby leased to the County during an emergency takeover period. Contractor shall maintain and provide to the County a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers and name and address of lien holder(s), if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide Emergency Ambulance Services, ALS services and CCTs hereunder shall be reported to the County within thirty (30) days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of an emergency takeover.

J. Remedies. If conditions or circumstances constituting a Default as set forth herein exist, the County shall have all rights and remedies available at law or in equity under this Agreement, specifically including the right to terminate this Agreement and/or the right to pursue Contractor for damages and the right of emergency takeover as set forth herein. All of the County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

K. Curing Material Breach. In the event of an actual or threatened material breach, the County, through the Contract Administrator, shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach and the reason why such material breach endangers the public's health and safety. Contractor shall have the right to cure such material breach within seven (7) calendar days of receipt of such notice. Within 24 hours of receipt of such notice, Contractor shall deliver to the County, in writing, a plan of action to cure such material breach. If Contractor fails to cure such material breach within the period allowed for cure, as determined by the County, or Contractor fails to timely deliver the cure plan to the County, the County may request the Board to determine that a material breach has occurred and authorize YEMSA to execute an emergency takeover of Contractor's operations. For any default by Contractor which does not endanger public health and safety, or for any default by the County, which cannot otherwise be resolved, early termination provisions which may be agreed to by the Parties will supersede these specifications.

L. Transition Planning.

1. Subsequent Competitive Bid Process. Contractor acknowledges that the County intends to conduct a competitive procurement process for the provision of Emergency Ambulance Services, ALS services and CCT services within the County prior to the termination of this Agreement and, at the County's option, any renewal thereof. Contractor acknowledges and agrees that the County may select a different Ambulance service provider to provide exclusive Emergency Ambulance Services, ALS services and CCT services following said competitive procurement process.
2. Future Bid Cycles. Contractor acknowledges and agrees that supervisory personnel, EMT's, Paramedics, other EMS personnel, and dispatch personnel working in the EMS System have a reasonable expectation of long-term employment in the EMS System, even though contractors may change. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. Contractor may prohibit its employees from assisting competing Proposers in preparing proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

M. "Lame Duck" Provisions. Should this Agreement not be renewed, extended or if notice of early termination is given by Contractor, Contractor agrees to continue to provide all services required in and under this Agreement during the Lame Duck Period, which is until YEMSA or a new entity assumes service responsibilities. Under these circumstances Contractor will, for a period of several months, serve as a lame duck Contractor.

1. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

   a. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;

   b. Contractor shall make no changes in methods of operation or employee compensation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of this Agreement or place an undue burden on the subsequent contractor;

   c. The County recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. The County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period; and

   d. Should the County select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence.
N. General Provisions.

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

2. Private Work. Contractor shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement.

3. Retention of Records. Contractor shall retain all documents pertaining to this Agreement for seven (7) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all federal/State audits are complete and exceptions resolved. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government. Contractor shall retain a copy of each PCR for a minimum of seven (7) years or, if for a minor, seven (7) years past the age of majority, whichever is greater.

4. Product Endorsement/Advertising. Contractor shall not use the name of the County or YEMSA for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator. The County shall have the right to utilize Contractor images and other multimedia materials for educational and promotional purposes.

5. Observation and Inspections. County representatives may, at any time, and without notification, directly observe Contractor's operations of the Dispatch Center, maintenance facility, or any Ambulance post location. A County representative may ride as "third person" on any of Contractor's Ambulances at any time, provided, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties and shall at all times be respectful of Contractor's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe Contractor's office operations, and Contractor shall make available to the County for its examination any and all business records, including incident reports, and patient records pertaining to this Agreement. The County may audit, copy, make transcripts, or otherwise reproduce such records for the County to fulfill its oversight role.
Contractor shall continue to maintain and make available to the County for its inspection and use the documents and records, as defined above for seven (7) years following termination or expiration of this Agreement. Contractor shall not dispose of, destroy, alter, or mutilate such documents and records, for seven (7) years following termination or expiration of this Agreement, and for longer periods as required by Section XI.N.6.

6. Relationship of the Parties. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Contractor is an independent contractor and is not an employee of the County. Contractor is responsible for all insurance (workers’ compensation, unemployment, etc.) and all payroll related tax. Neither Contractor nor its insurer shall be entitled to recover from the County any costs, settlements, or expenses of Workers’ Compensation claims arising out of this Agreement. Payment of all applicable federal, State, and local taxes shall be the sole responsibility of Contractor. Nothing in this Agreement shall create any right or remedies in any third party. This Agreement is entered solely for the benefit of the County and Contractor.

7. Rights and Remedies Not Waived. Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the County. The acceptance of work under the Agreement shall not be held to prevent the County’s maintenance of an action for failure of Contractor to perform work in accordance with this Agreement.

8. Consent to Jurisdiction. Contractor consents to the exclusive jurisdiction of the courts of the State of California or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of this Agreement. Venue shall lie in Yolo County, California.

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

10. Notice of litigation. Contractor shall notify the County within five business days of any litigation or significant potential for litigation of which Contractor is aware that arises out of the services performed pursuant to this Agreement.

11. Time of Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance. This requirement shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed by this Agreement.
12. Conflict of Interest/Confidentiality. The conflict of interest and confidentiality provisions below shall remain full effective five (5) years after termination of this Agreement.

a. No Conflict of Interest. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and shall have no future, conflict of interest in performing the services under this Agreement for the County and for any other person or entity (including but not limited to any governmental agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board. Contractor shall immediately make full written disclosure of such facts to the County should Contractor become aware of a conflict. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

b. Confidentiality. Contractor agrees that any confidential information of the County, whether proprietary or not, made known to or discovered by Contractor during the performance or in connection with this Agreement for the County shall be kept confidential and shall not be disclosed to any other person. Contractor agrees to immediately notify the County in accordance with this Agreement, if it is requested to disclose any confidential information of the County made known to or discovered by it during the performance of or in connection with this Agreement.

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

a. Personal Delivery. When personally delivered to the Party, notice is effective on delivery.

b. First Class Mail. When mailed first class to the Party, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

c. Certified Mail. When mailed certified mail, return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

d. Overnight Delivery. When delivered by overnight delivery (e.g., Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.
e. Telex or Facsimile Transmission. When sent by telex or facsimile, notice is effective on receipt, provided that: a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or b) the receiving Party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

f. Addresses. Addresses for the purpose of giving notices, unless provided otherwise under this Agreement, or unless otherwise specified by a Party to this Agreement, are as follows:

County
   Yolo County Health Department
   137 North Cottonwood Street, Suite 2100
   Woodland, CA 95695

Contractor
   General Manager
   American Medical Response West
   1041 Fee Drive
   Sacramento, CA 95815

g. Effective Time of Notice. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be deemed effective as of the first date that notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

h. Change of Address. Either Party may change its address or telex or facsimile number by giving the other Party notice of the change in a manner permitted by this Agreement.

14. Drug Free Workplace. Contractor and its employees shall comply with the County’s policy of maintaining a drug free workplace in compliance with the Drug-Free Workplace Act of 1988. Contractor shall not permit any of its employees, including dispatchers, to perform services hereunder while under the influence of any alcoholic beverage, or any medication, narcotic, or other substance which might impair the employee's physical or mental performance. Neither Contractor nor its employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S.C § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, Contractor shall, within five (5) calendar days thereafter, notify the County. Violation of this provision shall constitute a material breach of this Agreement.
15. Waiver. No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16. Hierarchy of Terms. The terms of all attached exhibits and documents incorporated by reference are intended to supplement the terms of this Agreement, which is comprised of the following documents, presented in ascending hierarchical order: the RFP, the Proposal, the attached exhibits, and this Agreement. In the event of any conflict, contradiction or inconsistency between the terms contained in these documents, the terms of the document higher in the hierarchy prevail.

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

18. Survival. The obligations under this Agreement, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding Indemnification and Conflict of Interest, shall survive termination or expiration.

19. Severability. If a court of competent jurisdiction holds that any provision of this Agreement is illegal, unenforceable, or invalid in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

20. Entire Agreement. This Agreement, including all attachments, exhibits, appendices and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between the Parties relating to the subject matter of this Agreement. This Agreement supersedes all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof.

21. Modification of Agreement. This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.
22. Fair Market Value. This Agreement has been negotiated at arm’s length and in good faith by the Parties and the Parties agree that compensation for services under this Agreement is at fair market value. Nothing contained in this Agreement, including any compensation payable, is intended or shall be construed: (I) to require, influence, or otherwise induce or solicit either Party regarding referrals of business or patients, or the recommending/ordering of any items or services of any kind whatsoever to the either Party or any of its affiliates, or to any other person, or otherwise generate business between the Parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient’s right to choose his or her own health care provider.

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XII. ENTIRE AGREEMENT

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement:

CONTRACTOR
AMERICAN MEDICAL RESPONSE WEST

By
Thomas R. Wagner
Region CEO

COUNTY
County of Yolo

By
Don Saylor, Chair
Board of Supervisors

Attest:
Julie Metzler, Deputy Clerk
Board of Supervisors

By
Robyn Truitt Drivon
County Counsel

Approved as to Form:
EXHIBIT 1
AMBULANCE PRICE SHEET

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<th>LEVEL OF SERVICE</th>
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Itemized Charges Available Upon Request

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**EXHIBIT 1**

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SERVICE CONTRACT INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages - Insurance coverage shall be with limits not less than the following:
   a. **Comprehensive General Liability** – (Occurrence Form CG0001) to include coverage for bodily injury, property damage, blanket contractual, and personal injury. Minimum limits of liability shall be at least Five Million and no/100ths ($5,000,000.00) Dollars per occurrence, combined Single Limit Bodily Injury and Property Damage.

   b. **Comprehensive Automobile Liability** – A minimum of Five Million and no/100ths ($5,000,000.00) Dollars per occurrence, combined Single Limit Bodily Injury and Property Damage. The coverage must include owned auto, non-owned auto, hired auto, Insurance Industry Code 1, and cross-liability or severability of interest clause in policy.

   c. **Professional Liability for all employees providing service** – Error or omission and failing to render professional services coverage shall be Five Million and no/100ths ($5,000,000.00) Dollars.

   d. **Workers’ Compensation as required by the State of California** – Employer’s Liability Insurance with limits not less than One Million and no/100ths ($1,000,000.00) Dollars per occurrence or such higher amount as may be required by law.

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)

3. Said insurance shall contain coverage expressly recognizing the indemnification obligations assumed by Contractor in accordance with Title 4, Chapter 6 of the Yolo County Code, but shall not be construed to limit in any manner the amount of ambulance business or Contractor’s liability thereunder; providing further, that said insurance shall expressly name County, its governing board, agents, officers, and employees as additional insured, which shall be evidenced by endorsements to the policy.
4. Said insurance shall not be subject to cancellation or reduction without thirty (30) days prior written notice to County. The insurance carrier or Contractor shall serve written notice on the Director.

5. Each unit placed in operation by Contractor shall be included within the scope of the required insurance coverage and limits and shall be operated pursuant to this Agreement and the permit issued in accordance with Title 4, Chapter 6 of the Yolo County Code.

6. Certificate(s) of insurance and policy endorsements satisfactory to the Ambulance Licensing Officer must be approved before ambulance service commences under this Agreement. (§ 1, Ord.1160, eff. July 1, 1993)

7. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due. In lieu of “tail” coverage, in the event that Contractor changes insurance carriers, it may elect to include such coverage retroactively in its new professional liability policy, subject to the provision of satisfactory documentation of same to the Director.

8. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

9. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.

10. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

11. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

12. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
13. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

14. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

15. The required insurance coverage may be revised as deemed necessary by the Board of Supervisors.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the Director with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.