

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AMERICAN MEDICAL RESPONSE WEST**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AMERICAN MEDICAL RESPONSE WEST, DBA AMR, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for countywide ambulance service for the County of San Mateo for the term of July 1, 2009 through June 30, 2014 on March 3, 2009; and

WHEREAS, the parties wish to amend the Agreement to extend the term through June 30, 2019.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. ALS Mandate of the agreement is amended to read as follows:

3. ALS Mandate

Contractor is mandated to and shall respond to all requests for Services using an advanced life support ("ALS") Ambulance. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be licensed and accredited as a paramedic and the second of whom shall be licensed and accredited at the level of EMT-Basic or higher. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS level to all Emergency Calls, the Contractor shall bill the ALS rate except where prohibited by law, e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy or County Ace Program criteria.

2. Section 19. Term of Agreement of the agreement is amended to read as follows:

19. Term of Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2009 through June 30, 2019. If County reasonably determines that Contractor has failed to comply with any of the provisions of this

Agreement, County shall give written notice setting forth the specific deficiency, the required correction and a reasonable time period to correct the deficiency. Upon County's determination that Contractor has failed to timely cure the deficiency, County may terminate this Agreement upon 120 days written notice.

3. The original Schedule A is replaced in its entirety with the attached Revised Schedule A
4. **All other terms and conditions of the agreement dated March 3, 2009, between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

AMERICAN MEDICAL RESPONSE WEST

 Regional CEO

Contractor's Signature

Date: 9/17/13

Schedule A
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Schedule A

I. Administration and Oversight

A. County Oversight

County's EMS Agency shall review and evaluate all services rendered under this Agreement. County's review and evaluation will be directed at both clinical and non-clinical aspects of the services rendered. Contractor shall fully and promptly cooperate with County regarding all requests for information.

B. Executive Steering Council

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

1. The ESC shall have the following goals:

- a. To resolve disputes.
- b. To review and approve appropriate procedures and protocols with the goal of assisting the parties in maintaining sustainable and high quality emergency medical services.
- c. To establish and monitor Key Performance Indicators for each component of the system; dispatch, first response, ambulance and for each functional area of the quality performance plan.
- d. To act as the funnel point for data requests and distribution of responses.
- e. To act as the arbiter/decision maker for issues that cannot be resolved by the Quality Leadership, Operations, or Communications Committee(s).
- f. To ensure system evolution is executed in fiscally sound manner by providing, among other things, oversight of the clinical/technology fund.
- g. To drive strategic planning and system priorities.
- h. To ensure transparency in the system.
- i. To operate based on researched, data driven information.

2. By August 1, 2009, the County, in collaboration with Contractor, and the JPA shall draft bylaws that will regulate the function of the ESC. Those bylaws shall, at a minimum, regulate the following areas:

- a. Membership in the ESC and representation of interested entities.
- b. Consensus driven decision making process that operates on data driven and researched information.
- c. Dispute resolution.
- d. Committee reporting requirements.
- e. Scope of ESC's review.

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

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

II. Quality Performance

- A. The goal of Contractor's Quality Performance Improvement Program is to attain the highest level of performance for an emergency medical services system in California. This includes the categories of:
 - Leadership
 - Strategic planning
 - Customer focus
 - Measurement, analysis, knowledge management
 - Workforce focus
 - Process management
 - Results
1. Responsibility and Accountability for the Quality Performance Program
The Executive Steering Council will provide oversight of the Quality Performance Program for all services provided under this Agreement including but not limited to dispatch, first response and ambulance. Contractor's General Manager will have ultimate responsibility and accountability for this program. The Executive Steering Council shall monitor key aspects of system performance, charter improvement projects and monitor the progress and results of improvement projects.
2. Scope
The Quality Performance Program will include all key functions that provide services to patients and to the community under this Agreement.
3. Quality Performance Improvement Plan
Contractor in collaboration with County, JPA, and Public Safety Communications shall participate in the development of a written quality improvement plan which is approved by the Executive Steering Council and County. In addition to the requirements of this Agreement, the plan shall meet all standards specified in the California Code of Regulations, Title 22, Chapter 12 (EMS System quality Improvement). The plan shall be updated annually by July 1st.
- B. Functional Areas
 1. The Quality Performance Improvement Plan shall include all key functions that provide services to patients and to the community under this Agreement. The parties understand that over time additional key functions may be identified and will need to be added to the plan. At the beginning of the Agreement the following key functions are recognized and will be included within Contractor's written Quality Performance Improvement Plan:
 - a. Clinical Performance including but not limited to patient care, outcome, inventories (medication, procedure, skills maintenance), documentation, transportation.

- b. Customer-Patient Satisfaction.
 - c. Accountability for patient belongings.
 - d. Injury/Illness Prevention and Community Education.
 - e. Human Resources.
 - f. Safety.
 - g. Fleet, Equipment Performance and Materials Management.
 - h. Finance.
 - i. Unusual Occurrences, Incidents, and Complaint Management (includes risk management).
 - j. Leadership.
 - k. Communications (dispatch).
2. For each of the above key functions, and any additional key functions added in the future, Contractor shall have key performance indicators that are based upon actual performance measures. The key performance indicators and performance measures will be subject to the approval of the Executive Steering Council and County. Contractor, supported by County PSC, the County Performance Measurement Analyst, and the JPA will produce monthly reports on the performance measures which shall be reviewed and analyzed by the Executive Steering Council.
- C. Quality Improvement Projects
The Executive Steering Council will charter quality improvement projects to make tangible improvements in performance. Each project will have an identified individual with overall responsibility for the project. Every project should have a multi-disciplinary team. Projects that involve multiple agencies should have team members representing the various involved agencies.
- D. Seeking Recognition as an EMS Quality Leader
Contractor, supported by the County, PSC and JPA shall actively seek recognition for its Quality Performance Program from an organization that recognizes excellence in quality (e.g.; the California Council for Excellence). Contractor shall show evidence that it is pursuing such recognition prior to any extension of this Agreement.
- E. Incidents and Investigations
- 1. Contractor will provide all information requested by County relative to incidents and inquiries and will make involved personnel available for interview within a timely manner. Contractor's supervisory and management personnel will assist County with incident investigations and disciplinary activities as requested by County. Contractor will respond to County requests for information within two working days unless otherwise instructed by County.

2. Contractor shall notify County, in accordance with policies and procedures developed by the Executive Steering Council, of any incident meeting County notification criteria.

F. Reports

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

III. Personnel

A. Contractor's Key Personnel

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

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

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

B. Standards for Clinical Personnel

1. Ambulance staffing

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

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

- c. An EMT-Basic who meets the criteria listed in subsection 4 below.
- 2. Supervision
 - a. Supervisors
 - i. Contractor shall have an on-duty supervisor within San Mateo County at all times, except, when on official business for San Mateo County operations.
 - ii. The Supervisor job description which includes duties, responsibilities and qualifications is included in Attachment 2 to Schedule A and is incorporated by reference. Prior to functioning as the sole on-duty field supervisor, each field supervisor shall complete a County-approved field supervisor training session.
 - b. Field Training Officers (FTOs)

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

All paramedics will complete an eight (8) hour orientation, approved by Contractor and County, to the San Mateo County EMS system.
 - b. Field Evaluation Program
 - i. All paramedics new to the San Mateo County EMS System will, after obtaining accreditation in San Mateo County and prior to being allowed to practice as a solo paramedic, will successfully complete a County approved field evaluation program. The field evaluation process, and successful completion criteria, will be developed by the Quality Leadership Committee and will be approved by the Executive Steering Council. This field evaluation process will focus on paramedic competencies rather than hours. The field evaluation process will be contained in the Continuous Quality Improvement (CQI) Plan.
 - ii. Contractor will maintain documentation that each new paramedic has reviewed discussed and understands each adult treatment protocol, pediatric protocol, ALS procedure and medication contained therein, and all EMS policies as posted on the County website. The form and content of such documentation shall be jointly developed by Contractor and County EMS staff. Contractor will make this information available to the EMS Agency in a timely manner upon request.
 - iii. For two months following the successful completion of the field evaluation program, Contractor's Clinical Services Manager, or designee, will review the new paramedic's prehospital care records (100%) for completeness, accuracy and appropriateness of care. Documentation of this 100% review will be maintained by Contractor.
 - iv. The above requirements may be waived by the county during extraordinary events.
 - c. Maintenance of skills

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

- d. Training

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

All EMT-Basic personnel serving as a staff member on an ambulance under this Agreement will have successfully completed a County approved field evaluation process. Successful completion criteria will be developed by the Quality Leadership Committee and will be approved by the Executive Steering Council. This field evaluation process will focus on EMT competencies rather than hours. The field evaluation process will be contained in the Continuous Quality Improvement (CQI) Plan.
- 5. Workload and Fatigue Protection
 - a. Contractor will have policies and procedures to protect ambulance crews from undue fatigue. Contractor will have standards for acceptable workload based upon measures. Such standards will be approved by County. Contractor will routinely monitor crew workloads and provide reports as specified in Attachment 1 to Schedule A.
 - b. Contractor's ambulance personnel may be required to work additional consecutive hours that are equal to one half (1/2) of their normal shift length but may voluntarily work 48 consecutive hours. Average unit hour transport utilization ratios for Contractor's ambulance crews regularly scheduled to work in excess of twelve (12) hours must not exceed 0.40. Contractor will track unit hour utilization and make that data available to County upon request.
- 6. Employee Retention and Minimizing Turnover

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

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

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

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

- c. Drug screening and physical exam.
 - d. Physical ability exam.
8. Health and safety programs
- Contractor's occupational health and safety program will meet or exceed all California Occupational Safety and Health Administration standards.
- a. Annual Safety Refresher Review Course

All ambulance personnel will receive training annually that includes at a minimum:

 - i. Hazard communication
 - ii. Hazardous material response
 - iii. Infection control and airborne pathogens
 - iv. Infection control and blood borne pathogens
 - v. Lifting and back injury prevention
 - vi. Fire extinguisher use
 - v. Hand washing and hygiene
 - b. Monthly Safety Highlights Program

Each month Contractor will communicate to ambulance personnel via mechanisms such as posters, e-mail, flyers a safety message for the month. The monthly safety messages will be reviewed by the Executive Steering Council. The messages (posters, e-mail, flyers) will be available to the JPA. These messages will include but not be limited to:

 - i. Injury/illness prevention
 - ii. Safety inspection
 - iii. Gurney safety
 - iv. Vehicle safety
 - v. Hazardous materials response
 - vi. Workplace violence prevention
 - vii. Compressed gas safety
 - viii. Fire prevention
 - ix. Employee vaccination
 - x. TB exposure prevention and response
 - xi. Cleaning and disinfection
 - x. PPE for infection control
 - xi. Post-exposure management
 - xii. Substance abuse prevention
 - xiii. Infection control and airborne pathogens
 - xiv. Lifting and back injury prevention
 - xv. Fire extinguisher use
 - xvi. Hand washing and hygiene
 - c. Communicable disease prevention program

Contractor will have a communicable disease prevention program that includes:

 - i. Appropriate measures to protect its ambulance personnel from acquiring infections at work such as personnel protective equipment and universal precautions.
 - ii. Appropriate measures to prevent cross-contamination among patients such as aggressive hand washing and glove use systems, alcohol-based hand wash dispensers in ambulances, stethoscope covers, and hospital quality disinfectant cleaners.

- d. Safety and Personal Protective Equipment (PPE) supplies/equipment
Contractor will provide that all personnel on an ambulance have immediate access to appropriate safety and PPE equipment. This shall include, but not be limited to:
 - i. Disposable gloves
 - ii. Eye protection
 - iii. HEPA mask
 - iv. Surgical mask/Fluid shield
 - v. Isolation kit
 - vi. Hearing protection
 - vii. Reflective highway safety vests
 - viii. Emergency response guides
 - ix. Waterless hand disinfectant

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

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

IV. Clinical Training

- A. Comprehensive and Integrated Training Programs
Contractor shall have a comprehensive, customized in-house training and education program for Contractor's paramedics and EMTs. Training and education classes shall be open to JPA Paramedics as outlined in the Contractor and JPA Operating Agreement. Contractor classes shall also be open to PSC Dispatchers. Contractor is fully responsible for the training programs but the programs shall be developed collaboratively with the fire service, EMS coordinators, and County. The following entities will review and approve the training program schedule and content:
 - 1. Quality Leadership Committee
 - 2. Executive Steering Council
 - 3. County Clinical Coordinator
 - 4. County EMS Medical Director
- B. Responsible Personnel
 - 1. Clinical Education Services Manager
Contractor shall employ a full time equivalent Clinical Education Services Manager on site at Contractor's San Mateo County headquarters. This individual shall meet the qualifications for Program Director and Clinical Director contained in the California Code of Regulations, Title 22, Division 9, Chapter 11. This individual shall have overall responsibility for Contractor's clinical training programs.
 - 2. Joint Training Coordinator
Contractor shall employ a full time equivalent Joint Training Coordinator who will be supervised by the Clinical Education Services Manager. This Joint Training Coordinator shall be qualified to be a principal instructor in accordance with the California Code of Regulations, Title 22, Division 9, Chapter 11. Contractor shall include representatives of the JPA in the selection process for this individual. The Joint Training Coordinator working closely with the JPA EMS Coordinators, will coordinate the training programs including those for ambulance personnel and JPA paramedics.

C. Continuing Education Provider Requirements

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

D. Training Facilities

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

E. Training Program Components

1. New employee education, orientation, and evaluation

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

- a. A review of all County EMS policies, EMS treatment protocols, and EMS procedures (as appropriate for the individual's scope of practice).
- b. Skills proficiency in optional and infrequent skills (with documentation of performance).
- c. Geography and maps of San Mateo County.
- d. Receiving hospitals and trauma centers including any limitations (if any) or specialty services they may have.
- e. Corporate compliance policies.
- f. Harassment awareness.
- g. OSHA/Federal Laws and Regulations.
- h. Illness/Injury Prevention.
- i. Exposure Control.
- j. Medical Legal Documentation.
- k. Defusing assaultive behavior.
- l. Professionalism.
- m. Back safety.
- n. Critical incident stress management.
- o. Patient care documentation.

- p. HIPAA Health Insurance Portability and Accountability Act (confidentiality and regulation).
 - q. Customer service.
 - r. Union orientation.
 - s. Hazardous materials (first responder awareness level.
 - t. Mass casualty incidents.
 - u. ICS 200 and 700.
 - v. Gurney operations.
 - w. Driver training.
 - x. Cultural competence and linguistic access
All new paramedics will complete the field evaluation program described in Section III.B.3.
2. Core Credential Maintenance and Ongoing Training
- a. Paramedic Required Training
The parties understand that required training may be modified to delete and/or add requirements. Any changes to these requirements will be approved by the Quality Leadership Committee and the Executive Steering Council. At the beginning of this Agreement the courses that are required for paramedics are:
 - i. Advanced Cardiac Life Support (continuous certification).
 - ii. Pediatric Advanced Life Support or equivalent as determined by County (continuous certification).
 - iii. International Trauma Life Support or equivalent as determined by County (continuous certification).
 - iv. CPR for the professional rescuer (continuous certification).
 - v. ICS 200 and 700 (all paramedics by January 1, 2010).
 - vi. Infrequent Skills Lab: hands-on experience demonstrating proficiency on skills that are not frequently used in the day-to-day practice of EMS or are part of the optional scope of practice used by San Mateo County (annual).
 - vii. Other required training will be identified and approved by the Executive Steering Council and Quality Leadership Committee. Examples include changes in treatment protocols or EMS policies, and new skills.
 - b. Other training opportunities will be developed by Contractor which shall include, but not be limited to:
 - i. Guest Lecturer Series – topics based on feedback from the Quality Leadership Committee and Executive Steering Council and their analysis of clinical performance improvement opportunities.
 - ii. On-line training using Contractor's web-based platform as approved by the County.

c. Supervisors

Supervisors shall have the following training:

- i. ICS 200 (fully implemented by January 1, 2010).
- ii. ICS 300 (fully implemented by January 1, 2010).
- iii. ICS 700 (fully implemented by January 1, 2010).
- iv. ICS 800 (fully implemented by July 1, 2009).

d. EMTs

EMTs shall have the following training:

- i. CPR for the Professional Rescuer.
- ii. EMT-Basic Skills Competency.
- iii. ICS 200 and 700 (fully implemented by January 1, 2010).

3. Education aligned with quality and performance improvement projects

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

4. 911 Ambulance EMT Partner Training

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

F. Evaluating Training Programs

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

V. Recordkeeping for patient clinical records, Contractor's personnel, incident tracking and management

A. Patient Documentation, Electronic Patient Records and Data Warehouse

1. Responsibility

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

2. Electronic Patient Medical Record (ePCR) System

Contractor shall continue to develop, maintain, and upgrade as necessary an electronic patient database system and resulting patient records. The content and structure will be approved by County. It is the intent of the County to include hospital outcome information at

such time San Mateo County receiving hospitals are capable, and willing to share certain patient outcome information electronically with Contractor's patient data store.

- a. The parties agree that the data points and database structure will need to be modified periodically. County will not require Contractor to modify the data points more frequently than on a quarterly basis. Proposed recommended changes to the database shall be reviewed by the ESC. In the event that the ESC agrees that modification of the database structure is desirable, the parties shall meet and confer regarding the changes to be made and the cost and benefit thereof. In the event Contractor, and the ESC, determines that the cost of such changes is reasonable in light of the benefit, the Contractor and County will agree upon a schedule for performing the modifications. Contractor will perform the modifications at its cost according to the proposed agreed upon schedule.
- b. For every EMS response generated by the CAD to include transported and non-transported patients, an electronic record will be created. Each record will have a unique identifier for each patient. For each response where patient contact takes place (either by the Contractor's ambulance or by paramedic first responder) there shall be a single patient record that includes the CAD data, first responder patient data record, and Contractor's patient data record.
- c. Contractor's patient record data set will continuously comply with all applicable requirements including the National Emergency Medical Services Information System (NEMSIS). Contractor further agrees to review and consider any future State Guidelines that County deems necessary. County will advise Contractor in the event any such Guidelines are promulgated. Contractor shall make a good faith effort to achieve NEMSIS Gold certification of its data set by July 1, 2009.
- d. The central data store for the above data shall reside on Contractor's server. Contractor shall supply County with computer equipment upon which the data store is replicated at least once daily. Such equipment shall be able to store all patient data for the term of this Agreement as well as the data from the preceding Agreement. Contractor shall periodically upgrade this computer equipment, both hardware and software, to stay reasonably current with existing technologies over the time period of this Agreement.

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

- e. Contractor shall ensure that the database records can be easily accessed by County EMS Agency staff for the purposes of reporting and online analytical processing. The tool-set to be used for reporting and analytical processing will be Business Objects and SQL. Following consultation with the County and appropriate notice, Contractor may change the tool set. Contractor shall remain current with licensing and software of the vendor versions of these tools.
- f. Contractor shall ensure that it has on-site staff at its San Mateo County headquarters with expertise in Business Objects. The Contractor will ensure that its on-site staff have subject matter experts in d. and e. above immediately accessible to its on-site personnel.

- g. The parties shall jointly develop policies and procedures regarding the database and records, including, but not limited to data entry, data sharing, encryption, timeliness. The Executive Steering Council must approve any such policies and procedures.
- h. Data transfers will use a minimum of Internet Advanced Encryption Standard 256 encryption (AES256). Contractor's data transfer protocols will be consistent with standard protocols used within the healthcare industry.
- i. The parties shall maintain confidentiality of all patient information, either individual or aggregate, to the full extent permitted by law. In the event that either party receives a request for such reports or information, (other than a request from a governmental agency) it shall promptly notify the other party in writing. Either party shall be entitled to take whatever steps it deems necessary to protect the confidential nature of such information. This section shall survive termination of this Agreement.

3. Hospitals

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

4. Fire JPA

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

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

Executive Steering Council, Contractor will supply the device, along with all its associated software, to a total of 53 ALS engines and to each JPA EMS Supervisor.

5. Patient tracking

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

B. Clinical Personnel Records

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

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

C. Personnel record software system

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

1. Track individual work related-employee health issues and compliance with safety requirements.
2. Provide high quality online education to help paramedics maintain clinical credentials.
3. Submission of incidents, complaints, and unusual occurrences.
4. Track data on education.

5. Employee satisfaction surveys.
6. Communicate vital and time sensitive information to employees.
7. Track unlimited certifications and licenses against specific continuing education requirements.
8. Upload customized training programs including text, image, video, and Powerpoint that clinical personnel can access and complete anytime 24 hours a day 7 days a week.
9. Create, administer and track online tests for post education courses.
10. Monitor participation and status with training records and runs reports on course activity, course evaluations, course rosters, and compliance with mandatory training.
11. Notify paramedics, supervisors and administrators of pending and expired certifications/licenses with automated alerts.

VI. Vehicles

A. Ambulances

1. Number and type

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

- a. Comply with all federal, state, and County requirements, including the Federal KKK-A-1822 standards at the time of the vehicles' original manufacture, except where such standards conflict with State of California standards, in which case the State standards shall prevail.
- b. Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association.
- c. Meet or exceed the equipment standards of the State of California.
- d. Have a modular body that has been test certified to a 500% static load level to ensure occupant safety in the event of a collision.
- e. Have exterior graphics that include high reflective striping to improve visibility at night.
- f. Have exterior warning lights that are latest state of the art LED and/or strobe models for increased visibility and reliability.
- g. Have a battery system that is rail mounted printed circuit boards with LED diagnostics and complies with the U.S. Federal Standards for Life Support Equipment.
- h. Have a patient compartment with a high performance ducted heat/air conditioning system that includes HEPA filtration that removes 99.97% of airborne particles, including bacteria.

- i. Have a patient compartment with a 6-point active restraint system and safety crash net for compartment occupants.
- 2. Exterior Color, Graphics, and Lettering
Exterior colors, graphics, and lettering shall be approved by County.
- 3. Ambulance vehicle replacement schedule
 - a. Ambulances will be placed in reserve status at 195,000 miles.
 - b. Ambulances, including reserve vehicles, will be removed from service at 250,000 miles.
- B. Supervisor Vehicles
 - 1. Supervisor vehicles model and type will be approved by County. Unless otherwise approved by County, new supervisor vehicles will be placed in-service by September 30, 2009.
 - 2. Specifications for these supervisor vehicles, and any replacement vehicles during the term of this Agreement, shall be approved by County with input from the JPA.
 - 3. Unless otherwise approved by County, Contractor will provide four (4) such vehicles to the JPA for use by its EMS Supervisors. The JPA will utilize these vehicles as follows:
 - a. No JPA EMS Supervisor will be assigned to, or permitted to operate a contracted vehicle without possession of a valid California operator's license.
 - b. Contracted vehicles are provided solely for the purposes of carrying out official business and are not to be used for personal transportation.
 - c. No posters, stickers or advertisements of any form shall be placed upon contracted vehicles without prior approval of the Executive Steering Council.
 - d. Contracted vehicles will be assigned and remain in the possession of the JPA supervisor 24 hours per day while on-call.
 - e. Employees using a contracted vehicle are required to use seat belts at all times.
 - f. Contracted vehicles must be maintained in clean condition.
 - g. Employees assigned a contracted vehicle are responsible to report equipment and vehicle problems to the designated vehicle maintenance department.
 - 4. Contractor will provide at least one (1) such vehicle for use by its on-duty supervisor.
 - 5. Exterior colors, graphics, and lettering shall be approved by County.
 - 6. These vehicles will be replaced at 195,000 miles or if this mileage limit has not been reached, at 7 years of age.
 - 7. These vehicles will be customized for their intended function. This customization will take into account input of Contractor's and JPA's Supervisors. This customization shall include, but is not limited to, the following:
 - a. Light bars consistent with NFPA emergency lighting package for code 3.

- b. Dual head radio that operates in front and rear of vehicle to allow on-scene and in-transit communication.
 - c. A “command center” designed for tactical leadership, incident command, and storage of supplies.
- C. Disaster Medical Support Unit (DMSU)
As approved by the State of California, Contractor will continue to house a DMSU provided by the State Emergency Medical Services Authority (EMSA).
- D. Vehicle Fleet Maintenance
 - 1. Vehicles providing services under this Agreement, including ambulances and supervisor vehicles, will be maintained by Contractor. Maintenance shall at a minimum, meet the manufacturer’s recommendations.
 - 2. Vehicle maintenance will be performed at Contractor’s San Mateo County headquarters. Contractor may outsource vehicle repair such as, but not limited to, engine replacement, body repair and paint. County reserves the right to approve said outsourcing of vehicle repair.
 - 3. Contractor shall establish quality and safety maintenance standards that exceed industry and manufacturer standards.
 - 4. Contractor shall track the history of each vehicle and make this information available to every mechanic providing service to the vehicles.
 - 5. Contractor will ensure that mechanics performing vehicle maintenance under this agreement are appropriately trained and qualified. Such qualifications shall be approved by County.
 - 6. Vehicles will have comprehensive servicing at intervals of 5,000 and 15,000 miles as detailed below:

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

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

E. Alternative Transport Vehicles

1. Pursuant to Health and Safety Code § 1797.224, the County through its San Mateo County EMS Agency created an exclusive operating area that covers the entire jurisdictional area of the County of San Mateo, except for the City of South San Francisco. The only city that has rights to provide ALS transports pursuant to §1797.201 is the City of South San Francisco. No fire districts within the County of San Mateo have any rights under §1797.201.
2. Through a competitive process, Contractor has been awarded the exclusive rights to transport ALS patients through the entire exclusive operating area. It is understood that Contractor has an Operating Agreement with the JPA and that Woodside Fire Protection District (WFPD), Menlo Park Fire Protection District (MPFPD) and the California Department of Fire Protection/County Fire (CDF/County Fire) are members of the JPA. It is further understood that under the limited circumstances set forth below WFPD, MPFPD and CDF/County Fire may transport certain patients as specified. As further set forth below, WFPD, MPFPD and CDF/County Fire are providing such transports with the consent of Contractor and are not allowed to bill the patient. It is further understood transports by WFPD, MPFPD, or CDF/County Fire do not confer any rights to either WFPD, MPFPD or CDF/County Fire under §1797.201 and further that said transports have no effect whatsoever on the existence of the County's exclusive provider zone.
3. Woodside Fire Protection District (WFPD), California Department of Forestry and Fire Protection (CDF/County Fire), and Menlo Park Fire Protection District (MPFPD) Alternative Transport Vehicles (ATVs)

- a. WFPD and CDF/County Fire have non-ambulance rescue/transport vehicles and MPFPD has an ambulance that may be used as alternative transport vehicles in accordance with this section. Only the WFPD, CDF/County Fire, and MPFPD may utilize ATVs for the transport of patients. These vehicles may only be used for patient transportation when all of the following conditions are met:
 - i. The vehicle is trackable in CAD.
 - ii. The vehicle is staffed with a minimum of one County accredited paramedic and one certified EMT-Basic.
 - iii. The vehicle is equipped with the medical equipment and supplies as specified by the County for such a vehicle.
 - iv. Response Time Zones
 - Urban/suburban response time zone: The estimated time of arrival at the incident location of Contractor's closest ambulance, be it an advanced life support ambulance or basic life support ambulance, is greater than 20 minutes from the time of initial dispatch.
 - Rural or remote response time zone: The estimated time of arrival at the incident location of Contractor's closest ambulance, be it an advanced life support ambulance or basic life support ambulance, is greater than 30 minutes from the time of initial dispatch.
 - v. No air ambulance is available to respond to the incident location with less than a 20 minute estimated time of arrival.
 - vi. The condition of the patient to be transported meets the following criteria:
 - Obstetrical emergencies with abnormal fetal presentation (leg, arm, buttocks), third trimester vaginal hemorrhage, prolapsed umbilical cord, or severely distressed neonate.
 - Patients meeting major trauma patient criteria specified in EMS policy who also:
 - Have penetrating trauma to the head, neck, trunk, or groin, and/or
 - Have significant hypotension (adults systolic blood pressure less than 90/children over 3 years systolic blood pressure less than 70), and/or
 - Have a rapid respiratory rate (adults respiratory rate greater than 30 per minute/children under 3 years greater than 50 per minute/children over 3 years greater than 40 per minute), and/or
 - Have slow respirations (adults less than 10/minute/children under 3 years less than 20 per minute/children over 3 years less than 16 per minute), and/or
 - Are unable to follow simple commands.
 - Non-trauma patients with
 - Inadequate ventilation and/or severe respiratory distress
 - Cardiac arrest
 - Profound shock with systolic blood pressure less than 90 systolic
 - Uncontrolled external hemorrhage
 - Severe allergic reaction with respiratory distress or cardiovascular compromise
 - Status epilepticus
- b. In each case where the WFPD, CDF/County Fire, or MPFPD paramedics determine that the above criteria are met and want to utilize a rescue/transport vehicle to transport the patient, the paramedics will immediately notify SMCPSC and SMCPSC will contact the Contractor on-duty field supervisor for authorization to dispatch the WFPD, CDF/County Fire, or MPFPD ATV. SMCPSC will immediately notify Contractor's on-duty supervisor.

The ambulance that was initially dispatched to the incident will continue responding to the incident until transport has either been initiated using the ATV, or until the responding ambulance has rendezvoused with the ATV.

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

VII. Equipment & Supplies

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

A. Upgrades and other modifications to equipment and supplies

If a new technology emerges that has the potential to provide significant clinical improvement for patients, a 5-step upgrade selection process shall be led by the Executive Steering Council and will include:

1. Scientific review.
2. San Mateo County clinical data analysis.
3. Fiscal impact analysis to include funding methodology through the Clinical and Technology Upgrade Fund.
4. Presentation of findings to the Medical Directors and Medical Advisory Committee.
5. Collaborative decision to implement/not implement.

B. Durable Medical Equipment – Ambulances

Ambulances performing services under this Agreement shall carry the durable medical equipment listed in Attachment 3 to Schedule A. The parties recognize that over time the

required equipment may be modified. This can be done by Agreement of the Executive Steering Council and the written approval of County. The equipment will be stored in the same location in every ambulance.

C. Durable Medical Equipment – ALS First response vehicles

1. Contractor will supply one first responder fire engine at each fire station with new equipment at the beginning of this Agreement that is identical with like equipment carried on the ambulances to include a:
 - a. Portable suction unit.
 - b. Intraosseous drill.
 - c. CPAP device.
2. For each ALS fire engine (53) that does not have the following durable equipment, Contractor will provide the following equipment which matches that of the ambulance:
 - a. Portable cardiac monitor capable of defibrillation, cardioversion, external pacing, 12-lead EKG, transfer of 12-lead EKG to receiving facility, non-invasive blood pressure monitoring, pulse oximetry and end-tidal CO₂ monitoring – 1 to 6 years old.
 - b. Pelican-type box.
3. Supervisor Vehicles
 - a. Supervisor vehicle will carry durable medical equipment in accordance with the inventory list approved by the Executive Steering Council and County. It is intended that the Supervisor Vehicle will carry needed equipment and supplies to be able to, 1) provide medical care to patients if it arrives on scene prior to other responders, 2) to be able to initially manage a multi-casualty incident relative to functioning as the Medical Group Leader or Transportation Group Officer.
 - b. Contractor will provide each EMS supervisor vehicle with the same durable medical equipment as is carried by the ambulances and first response vehicles with the following exceptions; pedi-pack, backboard, stair chair, gurney, KED, scoop stretcher and cardiac monitor. Additionally, for these Supervisor's vehicles the portable monitor defibrillator is subject to the following condition:

At the commencement of the Agreement, portable monitor defibrillators carried on supervisor vehicles may be older than six (6) years. However, as soon as a portable monitor defibrillator, same manufacturer as of the ambulance portable monitor defibrillator, capable of carbon monoxide detection is available Contractor will purchase such new equipment (minimum 5) and place on each of the Supervisor vehicles.
4. Preventative maintenance and replacement
 - a. Contractor will maintain its durable medical equipment, and that of the JPA, in accordance with the manufacturer's recommendations for service. Contractor will replace such equipment in accordance with manufacturer's recommendations. Replacement equipment will be approved by County. Contractor's equipment maintenance personnel shall use a customized equipment maintenance software program to track equipment maintenance service. Such records shall be available to County upon request.

- b. Equipment malfunction and other problems
Contractor's or JPA's personnel shall immediately notify Contractor of durable medical equipment that is not operating properly. Contractor shall immediately exchange such equipment. Contractor shall track such equipment problems and exchange or replace. The Executive Steering Council shall develop a definition for "critical equipment failure." Critical equipment failures will be reported monthly (see Attachment 1). Reports shall continue until such time as the Executive Steering Council determines the measurement is no longer necessary.
- c. Upgrades or replacement equipment will be determined by the Executive Steering Council. The Clinical and Technology Upgrade Fund described in Section XIII.C. shall be used as the funding source.

D. Medical Supplies

- 1. Ambulances, JPA first response vehicles, and Supervisor vehicles will carry the same medical supplies with the exception that inventories of such supplies will vary, with ambulances carrying a larger stock of such supplies than the other vehicles. A listing of these supplies is included in Attachment 3.
- 2. Inventory Management System
Contractor will use an electronic inventory management system. The inventory management system shall identify minimum and maximum par levels for each type of durable medical equipment and expendable medical supplies. The minimum par levels shall be approved by County.
- 3. Restocking Medical Supplies
Contractor is responsible to restock all disposable medical supplies to ambulances, first responder vehicles, and supervisor vehicles excluding morphine sulfate for the San Mateo County Emergency Services Group which will be restocked by County. Restocking processes and procedures shall be approved by the Executive Steering Council. While the parties recognize that these processes may change over time, at the commencement of the Agreement they shall include:
 - a. A variety of restocking locations, fixed and mobile to include Contractor's headquarters, ambulances, Contractor stations, and fire stations.
 - b. 1-to-1 exchange to first responder vehicles for disposable medical supplies and larger items such as backboards and pediatric immobilization boards. Such restocking shall not place the ambulance out of service.

E. Communications Equipment

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

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

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

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

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

a. Phase I - Initial Radio Equipment

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

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

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

- i. Each ambulance vehicle will have either:
 - one mobile radio and one portable radio capable of communicating on the County's future EMS radio system and one portable radio capable of communicating fire service system (VHF), or
 - one mobile capable of communicating on the County's future EMS radio system and two hybrid portable radios capable of operating on both the new EMS system and fire service radio system (VHF).
 - Mobile radio will be configured so that it can be operated "hands-free" from the driver's compartment and otherwise accessed for use from the patient compartment by the patient attendant.
- ii. Each supervisor vehicle will have either:
 - one mobile and one portable radio capable of communicating on the County's future EMS radio system and one portable radio capable of operating fire service radio system (VHF) or;

- one mobile radio capable of operating on the EMS system and one hybrid portable radio capable of communicating on the future EMS radio system and fire service radio system (VHF).
- The EMS mobile radio will be configured so that it can be operated “hands-free”.
- The existing Fire system mobile radio will be retained.

2. Other Communications Equipment

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

a. Telephones

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

b. Alerting Devices

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

c. Mobile Computers

i. Ambulances

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

ii. ALS engine (total 53)

Each first responder ALS engine (total 53) will have at least one mobile computer, or other technology approved by the County, capable of electronically capturing and transmitting the patient care record and accessing the internet. The County and Contractor have agreed to defer the purchase of mobile computers, other technology for first responder ALS engines to allow Contractor the opportunity to research other technology options. The County reserves the right to direct Contractor to provide mobile computers as proposed in Contractor’s RFP proposal upon the mutual agreement of an implementation timeline.

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

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

- a. The County shall form a PSC Technology Committee, that includes representatives of Contractor and other entities that are dispatched by PSC, to develop and assist County in determining such feasibility and specifications for a potential replacement CAD.

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

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

A. Responsibility/Accountability

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

B. Plans and Planning

1. Internal Plan

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

The plan will:

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

2. Integration with County Disaster Plan/Response

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

3. County's Medical Disaster Plan

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

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

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

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

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

4. Training

a. Internal Plan

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

b. County Disaster Plans

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

c. Exercises

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

B. Contractor's Disaster Response

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

C. Mutual aid/automatic aid

1. Mutual aid (see Section X.C.2.)
 - a. Sending mutual aid – Contractor will comply with County procedures related to sending mutual aid outside of County.
 - b. Receiving mutual aid – Contractor will have procedures in place to facilitate efficient ambulance operations when receiving mutual aid from outside San Mateo County.
 - c. These procedures should include provisions for supervision, communications, and transport destination.
2. Automatic Aid – At the time of execution of this Agreement, Contractor and County have determined that an automatic aid agreement is not necessary. In the event the parties determine such an agreement is in the best interests of the County pursuant to Section X.C.2., Contractor shall comply with any such agreements.

D. Ambulance Strike Team

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

IX. Hospital and Community Requirements

A. Hospitals

1. Communications and Feedback

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

2. 12-Lead EKG Transmission

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

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

B. Community Education: Plan

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

1. Annual Plan

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

- a. An assessment of the problem in San Mateo County.
 - b. The existing programs in San Mateo County that are already trying to address the target issue.
 - c. The strategies that will be implemented by EMS personnel that can help close gaps between these existing programs and the target issue.
 - d. The key performance indicator and its measurement methodology.
2. Contractor, in collaboration with County's Injury/Illness Prevention Coordinator, will identify those programs in the community that would likely provide benefit to clients seen frequently by the EMS system. Contractor will develop training and reference materials for its ambulance crews so that they may be able to provide referral information to patients they encounter on EMS calls.
 3. Contractor will monitor and measure each performance indicator and will produce regular reports of same for the Executive Steering Council.
 4. In addition to the activities listed above, Contractor will include in its annual report a listing of all the EMS community activities in which it has participated over the past 12 months.

C. Linguistic Access

1. Policies

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

- a. Communicating with limited English proficiency (LEP) clients and their families
 - b. Providing written materials, including customer surveys, in languages common in San Mateo County (e.g., Spanish, Chinese, Tagalog).
 - c. Notifying receiving hospitals, prior to arrival, of the language of an incoming LEP patient.
 - d. Cautions in using bystanders, families, friends as interpreters and restrictions in using minors as interpreters.
2. Inventory of languages spoken:
Contractor will maintain directory of its personnel who speak languages other than English.
 3. Contractor will provide a "Point to your Language" card in each ambulance and JPA first response vehicle to assist in identifying LEP clients.
 4. Telephone language line – prehospital care:
Contractor will maintain a telephone language line at its local dispatch center that may be used by its ambulance crews and by JPA first responders to assist in communicating with LEP speakers at the scene.
 5. Telephone language line – patient billing and other questions
Contractor will maintain a telephone language line which shall be available to LEP customers calling in with questions.
 6. Training:
Contractor will develop a training curricula for linguistic access, approved by County, and will ensure that all its ambulance personnel have completed the training by July 2010.
Contractor shall open such training classes to JPA first responders at no cost. After June 2010 all new ambulance personnel will complete this training within their orientation.
Contractor will make medical Spanish and medical Tagalog available as part of its continuing education program.

D. Cultural Competence

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

X. Ambulance Deployment

A. Initial deployment

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

B. On-going deployment plan

This is a performance-based contract. Contractor will submit its ambulance deployment plan,

also called the System Status Plan, to County. Such plan will include the number of staffed ambulances by time of day and day of week as well as the posting locations, and the number of weekly unit hours.

C. Surge Capacity

1. Contractor's Non-Emergency Ambulances

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

b. Supplemental Transport Resources (STAR Cars)

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

2. Additional Surge Resources

a. Multi-casualty incidents (MCI)

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

- i. Contractor's local and regional non-emergency ambulances
- ii. Other non-emergency ambulance providers
- iii. Contractor's advanced life support ambulances within the Region that can be released to respond to County's multi-casualty incident without unsafely depleting the emergency ambulance resources of other regional EMS systems.

b. Mutual aid/Automatic aid

Contractor shall endeavor to have plans in place, approved by the Executive Steering Council and by County, to provide and accept mutual aid with adjacent jurisdictions in predefined and urgent situations. These situations and the policies and procedures governing the mutual aid/automatic aid will be developed and approved by the affected Counties, the Executive Steering Council, and the affected emergency ambulance providers.

c. Automatic Aid

Contractor agrees that in the event the parties identify a situation in which an Automatic Aid agreement with an adjacent jurisdiction is in the best interests of the County, Contractor will negotiate in good faith with County to provide and accept Automatic Aid with such adjacent jurisdictions.

XI. Dispatch

- A. It being a necessary component to the implementation of this Agreement, PSC shall provide Contractor with dispatch services seven days a week, 24 hours per day, 365 days of the year. The parties agree that those communications services shall include, but are not limited to:
1. Telephone answering of 911 lines, 7 digit emergency lines, designated inter-county microwave lines and the designated EMS non-emergency business line.
 2. Resource dispatching for services provided under this Agreement, including automated status keeping and associated activity reports and inquiries.
 3. Notification/call alert by radio, Computer Aided Dispatch (CAD) or other appropriate technology, activating digital pager equipment.
 4. Hospital status monitoring.
 5. Emergency Medical Dispatch (EMD).
 6. Provide and maintain equipment necessary to dispatch operations not otherwise provided for under this Agreement.
 7. Provide Contractor at its cost, remote access to dispatch voice recordings.
 8. Provide real time remote 24-hour a day access to all raw EMS data in the CAD with the ability to extract data for reporting and analysis.
 9. Provide as requested, live and/or read-only CAD access for on-duty field supervisor, field training officers and senior managers including the ability to see call notes.
- B. The parties further agree that it is in the best interests of both County and Contractor to collaborate to implement appropriate systems and technology to secure and improve emergency services for the general public. To that end, the parties agree that the Executive Steering Council shall have the authority to appoint a subcommittee whose mission shall be to establish and maintain business rules and functions associated with the provision of efficient dispatch services subject to the approval of the Executive Steering Council. The scope of the subcommittee shall include, but are not limited to:
1. Implementing policy, procedure, and technology to ensure timely and efficient dispatch of emergency vehicles.
 2. Developing quality assurance and personnel qualifications.
 3. Creating operations and performance standards including call taking protocols.
 4. Reviewing Contractor's System Status Plan (SSP) and creating appropriate protocols for implementation and modification to systems that will be needed to implement the plan. In those instances where such modification to systems require substantial cost, training, or significant staff time, the sub-committee shall advise the Executive Steering Council and request approval for the modification. The County shall have final approval authority.
 5. Exploring and implementing CAD, AVL/GPS and MDT technologies or other future technologies as they become available in support of dispatching.

6. Develop obligations of parties to provide and maintain equipment not otherwise provided for under this Agreement.

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

XII. Response Time Standards, Zones, Penalties

- A. The parties agree that this is a performance based contract and that the mutual goal of the parties is to continually improve performance to better serve the residents of the County of San Mateo. To that end, the parties agree that they shall use their best efforts to collaborate and make use of available resources to improve key indicators of quality performance such as ambulance response times, patient care and comfort, and overall customer service. Contractor further agrees that the performance criteria set forth in this section are intended as a floor for measuring minimum performance and the mutual goal of the parties is to continually exceed those minimum standards.
- B. Response Time Standards

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

 1. Response Time Compliance Zones

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

 - a. Zone 1: County line South to Devil's Slide including Pacifica, Brisbane, Daly City, San Bruno, Colma, Broadmoor.
 - b. Zone 2: San Francisco International Airport, Burlingame, Millbrae, Hillsborough, San Mateo, Foster City, San Mateo Bridge.
 - c. Zone 3: Belmont, San Carlos, Redwood Shores, Redwood City.
 - d. Zone 4: Atherton, Menlo Park, East Palo Alto, Dumbarton Bridge (southern border is Santa Clara County line), Woodside, Portola Valley, Los Trancos (southern border is Santa Cruz, Santa Clara line).
 - e. Zone 5: Coastsides. Includes south of Zone 1 and west of 280 down to Woodside (southern border is Santa Cruz County line).

2. Response Time Area Standards

There are three (3) types of response time areas

a. Urban/Suburban

- i. The incorporated and unincorporated portions within and adjacent to Daly City, Brisbane, Pacifica, Colma, San Bruno, Millbrae, Burlingame, San Mateo, Hillsborough, Foster City, Belmont, San Carlos, Redwood City, Atherton, Menlo Park, East Palo Alto, Woodside, Half Moon Bay, and Montara.
- ii. All areas along or east of Interstate 280, including Cañada Road and Edgewood Road west of 280.
- iii. Specific roads included in the urban/suburban area are: Tripp Road, Cañada Road, Alpine Road east of Hwy 35 and Los Trancos Road.
- iv. Areas along Highway 1 from Half Moon Bay north to Second Avenue Point Montara and South to Purisima Creek.
- v. Areas along Highway 1 north of Devil's Slide.
- vi. Areas along Highway 92 east of Highway 1 to Ox Mountain.
- vii. San Francisco International Airport.

b. Rural

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

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

c. Remote

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

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

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

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

2	Urban/Suburban	22:59 Minutes
2	Rural	59:59 Minutes
2	Remote	59:59 Minutes

4. Applicable Calls

- a. All calls that are designated as Code 3 and Code 2 are applicable to the response time standards above. Each incident shall be counted as a single paramedic first response and a single ambulance response regardless of the number of ambulances and other vehicles that were actually utilized. Only the first arriving ambulance's times will be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if response time standards are exceeded at the time of cancellation or downgrade (financial penalties shall only apply pursuant to Section XII.C.4 and XII.D.).
- b. In some cases, late responses will be exempted from response time compliance reports and from any ensuing financial penalties (financial penalties shall only apply pursuant to Section XII.C.4 and XII.D.). These exemptions will be for good cause only, as reasonably determined by the County. The burden of proof that there is good cause for the exemption shall rest with the Contractor. The alleged good cause must have been a substantial factor in producing the excessive response time and must be documented in a format approved by the County. Good cause for an exemption may include, but is not limited to the following scenarios:
 - i. If a response is canceled, downgraded to a lower priority, the call may be exempted from compliance standards if response time standards have not been exceeded at the time of the cancellation or downgrade. If a call is "upgraded" again, or there is more than one priority change in a given call, then the call shall be exempted from compliance standards.
 - ii. Inaccurate dispatch information or practice when unedited dispatch records or tapes verify the following:
 - dispatcher gave incorrect call priority, address, or map coordinates that had a negative effect on response time
 - incorrect or inaccurate dispatch information received from a calling party or 911 Public Safety Answering Point
 - disrupted voice or data transmission
 - iii. Failure to dispatch in accordance with system status plan in effect at the time of dispatch.
 - iv. Inability to locate address due to non-existent or inaccurate address.
 - v. CAD failure.
 - vi. Unavoidable delay caused by traffic congestion due to the incident to which the vehicle is responding when there is no reasonable alternate access to the incident.
 - vii. Weather conditions which impair visibility or create other unsafe driving conditions.
 - viii. Unavoidable delays caused by trains.
 - ix. Off-road or off-paved road locations. Performance will be measured from the time of dispatch to the time of the vehicle's arrival at the unpaved road.
 - x. A declared state of emergency or disaster.

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

5. Until such time that County procures a new CAD and jointly implements with Contractor AVL/GPS technology (CAD integrated), MDT technology, ambulance selection based on direct routing of the closest ambulance to the incident, mobile on scene time stamping (store and forward), measurement of response time shall be as follows:
 - a. The PSC CAD data will be used to calculate response times. Calculation of response times shall begin at the time the following information, at a minimum, is transmitted to the vehicle crew:
 - i. call priority
 - ii. exact address with map coordinates or descriptive location such as building or landmark
 - b. A secondary voice broadcast will generally follow the initial broadcast, and may contain the following elements:
 - i. chief complaint
 - ii. pertinent patient information
 - iii. status of first responders
 - iv. other events occurring at the scene of the call.
 - c. In the event that no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance response time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available. The arrival on scene shall be identified as the time that the vehicle notifies the dispatch center after it is fully stopped at the location where the vehicle shall be parked during the incident, or in the event that staging is necessary for personnel safety, at the time the vehicle arrives at a staging area. A field supervisor's arrival on-scene will not be counted for "stopping the clock." Response times shall be in whole minutes and seconds.
- C. Compliance with System Status Plan and Penalties
1. Contractor shall comply with its ambulance deployment/system status plan and County shall monitor Contractor's compliance. Contractor's initial plan calls for 1,808 unit hours per week. Compliance shall be based upon Contractor's staffed unit hours per month.
 2. A monthly report listing the system status plan unit hours and the actual unit hours for the month will be submitted with the response time compliance report for that same month. Compliance will be measured monthly.
 3. Unit hours shall be reported as follows:
 - a. Contractor shall report scheduled versus staffed unit hours to the EMS Administrator and Executive Steering Council.
 - b. If Contractor planned to staff a unit hour, but that unit hour was not staffed, the unit hour shall be deducted from the staffed total.
 - c. Any unit hour scheduled but not staffed (unplanned) at the beginning of a shift for longer than one hour shall be deducted from the staffed unit hour total. The time

deducted shall be calculated from the time the unit was scheduled to be in service through the time that it notifies PSC of its availability to respond to ambulance response requests

4. Compliance Incentives

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

Examples:

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

$$\frac{6,675 \text{ Actual Unit Hours Per Month}}{6,998 \text{ Scheduled Unit Hours Per Month (30 day month)}} = 95.4\% \text{ Compliance}$$

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

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

c. Additional Requirements

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

improve. Additionally, if response time compliance is above 93% aggregate, Contractor shall be entitled to reduce unit hours after consultation with the Chief, San Mateo County Health System.

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

D. Failure of Overall Contractor Performance

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

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

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

1. This is a performance-based contract. Financial penalties shall be levied for late responses and for failure to meet response time compliance standards under Section XII.B. Contractor shall be responsible for paying County the financial penalties set forth below. Fines will not be levied for Contractor ambulance responses into the City of South San Francisco.
2. Financial Penalties
 - a. The structure for assessed penalties shall be:
 - i. For ambulance responses exceeding the response time standard, the fine will be \$35 /minute to a maximum of \$750 per incident.
 - ii. \$750 for any incident in which a basic life support ambulance transports a patient, rather than an advanced life support ambulance, unless the incident is a declared multiple casualty incident and an advanced life support ambulance has also responded.

3. Compliance with System Status Plan

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

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

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

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

4. Additional Incentives

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

5. Compliance with System Status Plan

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

6. Payment of Fines

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

F. Major Breach

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

XIII. Financial Relationships and Fees

A. Performance Security

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

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

B. Contractor's Payments to County

All below listed payments to County shall be due on the last day of each month beginning July 31, 2009. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received by the last day of the next month.

County warrants that the foregoing amount is not greater than its actual costs of providing such service.

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

1. Dispatch Services

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

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

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

2. Radio System Maintenance

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

3. Oversight and Monitoring

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

4. Prevention Coordinator

Contractor shall pay County for services rendered by the EMS Prevention Coordinator in

accordance with Section IX. B. in the amount of \$75,866 per year paid in twelve (12) equal monthly installments.

C. Clinical and Technology Upgrade Fund

The County shall create a Clinical Care and EMS Technology Upgrade Fund. This Fund shall be used only for the purposes of upgrading patient clinical care and/or EMS technology. Expenditures from the Fund shall be authorized only by the ESC. Contractor shall contribute to the Fund annually by June 30th (first funding June 30, 2010). The sources of funding will be:

1. A \$1.50 per mile charge to patients which is included in the mileage rate below. The actual amount Contractor shall pay into the Fund will depend upon the actual annual collection rate.
2. All compliance incentive fines paid by Contractor to County pursuant to Sections XII.

D. Contractor Payments to County for JPA First Responder Services

Contractor shall remit to County \$3,743,540 annually in twelve (12) equal monthly installments) for payment to the JPA for the provision of first responder services. County shall disburse funds to the JPA in accordance with the Operating Agreement between the JPA and Contractor and consistent with the Designating Agreement between the County and the JPA. The Contractor has received extended response times for the use of the JPA first responder services.

E. Pricing, billing, and collections

1. Patient fees

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

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

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

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

2. Dedicated standby

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

3. Medicare and Medi-Cal

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

4. Billing and Collections

The County shall hold Contractor responsible for humane billing and collection practices. Contractor's collection practices shall not be burdensome or oppressive and will be in accordance with all State collection laws and regulations. Contractor's accounts receivable management system will be capable of timely response to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges and other inquiries. There will be staff available at the Contractor's local headquarters to provide an initial response to questions regarding patient bills. Contractor will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.

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

If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.

If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

5. Financial Hardship Policy and County's Ace Program

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

For patients who are members of County's Ace Program, Contractor will fully discount their bill when it is presented with evidence that the patient is an Ace program member.

6. Statements

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

7. Responsiveness

Contractor's accounts receivable management system will be capable of a timely initial response (within two [2] business days) to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized

charges and other inquiries. There will be staff available at the Contractor's local headquarters to answer questions regarding patient bills