

Exclusive Ambulance Services Provider Agreement for the Santa Barbara County Exclusive Operating Area



**County of Santa Barbara
Department of Public Health
Emergency Medical Services Agency**

February 11, 2025

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SECTION 1 – INTRODUCTION

1.1 PURPOSE

The County of Santa Barbara hereinafter referred to as “County” and the County of Santa Barbara Public Health Department, acts as the Local Emergency Medical Services Agency, hereinafter referred to as “LEMSA”. This Agreement is for exclusive Ambulance Services within the Santa Barbara County exclusive operating area (“EOA”) Service Area 1, as provided for in Section 1797.224 of the California Health and Safety Code, and Ambulance Services provided by Contractor within Service Area 2, pursuant to the terms of this Agreement.

The Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act (“EMS Act”), enacted by the legislature in 1980, created a comprehensive statutory scheme governing the provision of pre-hospital emergency medical services for the purpose of achieving statewide coordination and integration of pre-hospital emergency medical services.

The EMS Act accomplishes this integration through a two-tiered system of state and county regulation. At the state level, the Emergency Medical Services Authority (“EMSA”) is responsible for functions relating to the coordination of EMS throughout the state. At the county level, a designated local EMS Agency is responsible for the administration of emergency medical services and is required to have a local EMS Agency Medical Director responsible for medical control of the EMS System countywide.

Pursuant to California Health and Safety Code, Section 1797.200, the Santa Barbara County Board of Supervisors has designated the Department of Public Health’s Emergency Medical Services (EMS) Agency as the LEMSAs for the County of Santa Barbara. In this role, the LEMSAs are charged with planning, implementing, evaluating, and regulating the Santa Barbara County EMS System. California Health and Safety Code, Section 1797.224 authorizes the LEMSAs, through a competitive procurement process, to create exclusive operating areas for the provision of Ambulance Services. Upon approval by EMSA, the LEMSAs undertook a competitive procurement process RFP# 8010001 released July 13, 2022 (the “RFP”), and the Contractor was the successful proposer, pursuant to Contractor’s Proposal to Provide Ambulance Services to County of Santa Barbara, California, dated October 3, 2022, in response to the RFP (“Contractor’s Proposal”). This Agreement is the negotiated agreement that resulted from the procurement and is part of a settlement of that certain litigation captioned American Medical Response West v. County of Santa Barbara. During the pendency of the RFP and subsequent litigation, AMR continued to provide services in the service area in question in the same manner and scope as it had been providing those services before the RFP. For the avoidance of doubt, this Agreement is not awarded pursuant to the RFP. This Agreement continues the California Health and Safety Code Section 1797.224 grandfathering.

This Agreement includes the Definitions set forth Appendix 1 as attached hereto and incorporated herein by this reference.

1.2 CONTRACT OVERVIEW

- A) Exclusivity. Contractor shall be the exclusive sole authorized provider of ground Ambulance Services, including 9-1-1, 7-digit, emergency and non-emergency response, ALS and BLS Ambulance Services, as well as interfacility transport, Critical Care Transport, and Standby Services in Service Area 1, not including the University of California Santa Barbara Campus (“Exclusive Operating Area”). “Service Area 1” is marked on the map attached as Appendix 2 and is described as Eastward of Highway 166, 25 miles East of the junction of Highway 101 and 166, and all of Highway 33; and exclusive of the Lompoc Valley as defined in Service Area 2.

- B) Service Area. County acknowledges that Contractor has provided ambulance services in a portion of Service Area 2, pursuant to that certain Emergency and Non-Emergency Ambulance Service Agreement for Advance Life Support and Pre-Hospital Care, dated January 1, 2005, number BC-05-168, between the parties, as amended from time to time (the "Prior Agreement"). "Service Area 2" is marked on the map attached as Appendix 2 and is described as the area designated by the County of Santa Barbara EMS Agency, as that portion of the Lompoc Valley beginning with the intersection of Northern boundary of Vandenberg Air Force Base and the coast proceeding to the junction of San Antonio Road and Vandenberg Road, East of San Antonio Road to Highway 135 to Harris Grade Road, South on Drum Canyon Road to Highway 246, a line due South to Highway 1, and a line West to a point on the coast two miles South of Jalama Beach Park. The "Service Area" of this Agreement shall include the Exclusive Operating Area, and further, shall include that portion of Service Area 2 in which Contractor provides ambulance services under the Prior Agreement so long as Contractor (or its subcontractor(s)) is the only provider of ambulance services in such portion of Service Area 2. Notwithstanding this and any other provision in this Agreement, in the event that another provider (other than a subcontractor(s) of Contractor) begins operations in Service Area 2 and Contractor determines it will cease operations in the area, Contractor agrees to continue operations in Service Area 2 for a period of no less than 120 days to achieve a safe transition of services.
- A) No Subsidy System. The EMS System has operated for decades without subsidy to ambulance providers. Contractor will provide Ambulance Services, including the significant system enhancements described below, without any subsidy from the County.

1.3 SIGNIFICANT EMS SYSTEM ENHANCEMENTS

The County supports an EMS System focused on patient outcomes, provider financial stability, and quality training for all EMS providers. The Santa Barbara County EMS System has a solid foundation; however, this Agreement is an opportunity to improve systems of care including:

- A) Transition of Priority Dispatch/Pre-Arrival Instruction Responsibility. The County is shifting to a single point-of-dispatch for all fire and EMS resources, which is intended to provide EMD for every EMS call received in the County. The County Fire Department is in the beginning stages of building a secondary PSAP. Once operational, it is expected that all EMS calls for service (regardless of origination point) will be transferred to the new Regional Fire Communications Center ("RFCC") to provide EMD services for all EMS related calls within the County. Contractor shall have the opportunity to provide input and advise on the transition to the RFCC through the LEMSA.

Of additional significance is the shift from UHF radio frequency (currently in use) to VHF radio frequency (used by County Fire). Any costs associated with this radio frequency switch shall be borne by Contractor.

Until such time that RFCC is operational, Contractor shall be dispatched by the County Public Safety Communications Center, which is operated by the County Sheriff's Department. The Parties recognize that communications, PSAP, and CAD changes may result in significant impacts on the delivery and dispatch of emergency medical services. County shall provide Contractor with exemptions in accordance with Section 5.6 of this Agreement.

Once the RFCC is operational, Contractor shall be dispatched by RFCC in accordance with RFCC's policy and procedures; provided, however, that those policies and procedures are at a minimum equivalent to the current policies and procedures of the Sheriff's Department and do not materially adversely affect Contractor's operations. Section 7.9 of this Agreement sets forth Contractor's reimbursement obligations with respect to the transition to, implementation of, and utilization of the RFCC for EMD services. Contractor and the County Fire Department

(or another County entity, as appropriate) may negotiate and enter into an agreement to address specifics regarding management of unit deployment, dispatch, and other operational considerations; provided, however, the reimbursement for these services shall not exceed the amounts set forth in Section 7.9 subject to annual CPI increases. Notwithstanding the foregoing, Contractor shall be solely responsible for its own costs, including costs related to any hardware or software changes, resulting from the transition to the RFCC.

B) Data and Education Management Tools.

- i) FirstWatch is being implemented as the LEMSA's recognized third-party system data monitoring tool. The County has procured a license for FirstWatch, ImageTrend Report Writer, Patient Centric View, Interactive Dashboard View (IDV), Clinical Compliance Utility, and the Online Compliance Utility (OCU). Contractor shall, at its own expense, utilize FirstWatch and such other tools in accordance with the terms of this Agreement.
- ii) Learning Management System (LMS), subject to approval by LEMSA, will be used for continuing education and will be distributed and tracked on such platform by Contractor at Contractor's own expense.

C) Mental Health Patient Support. Contractor shall develop and implement such EMS System innovations pertaining to mental health patient support, as described in Contractor's Proposal and in this Agreement, by the Operational Implementation Date (as that term is defined in Section 1.5).

D) Interfacility and CCT System. Contractor shall develop and implement such EMS System innovations pertaining to the effective clinical management of an interfacility transport ("IFT") system, including critical care transport ("CCT"), as described in Contractor's Proposal and in this Agreement, by the Operational Implementation Date (as that term is defined in Section 1.5).

1.4 TERMS AND EARNED EXTENSIONS

The Contractor will be the sole authorized and exclusive provider of Ambulance Services within the Exclusive Operating Area (as outlined within this Agreement, i.e., Service Area 1, not including the University of California Santa Barbara Campus) and will provide Ambulance Services for Service Area 2 (as outlined in this Agreement) for the period commencing February 11, 2025 (the "Service Start Date"), through February 10, 2029. If the County or Contractor does not provide written notice of withdrawal six (6) months before the end of the applicable term, this Agreement shall renew automatically for one (1) year terms not to exceed beyond February 10, 2033.

1.5 OPERATIONAL IMPLEMENTATION PERIOD

Unless otherwise set forth herein or as may be agreed to by the LEMSA and the Contractor, the operational terms and conditions of this Agreement shall be fully implemented within ninety (90) days after the Service Start Date (the "Operational Implementation Date"); except the equipment and vehicles described in Appendix 1.5 shall be ordered within sixty (60) days of the Service Start Date and shall be implemented when received and Contractor shall not be in breach or penalized for any delay in delivery outside of Contractor's reasonable control. For the avoidance of doubt, the rates (as described in Appendix 3) and financial reimbursements to the County (as described in Section 7.9) shall be effective as of the Service Start Date.

SECTION 2 – SERVICE PLAN

2.1 CONTRACTOR'S FUNCTIONAL RESPONSIBILITIES

Contractor shall provide emergency and non-emergency Ambulance Services, as requested by the County Designated Communications Center within the County, and in accordance with this Agreement. Such Ambulance Services shall be provided in accordance with all Applicable Law. In performing services hereunder, Contractor shall work cooperatively with County's EMS System, LEMSA, and other system participants as applicable in order to fulfill its obligations under this Agreement.

The Contractor provides and manages the delivery of Ambulance Services by meeting or exceeding the requirements of this Agreement, including Response Time Standards, throughout the term of the Agreement.

All factors that might affect the Contractor's ability to perform are under the Contractor's control, including the hiring of personnel, equipment maintenance, in-service training, vehicle deployment, coverage levels, shift schedules, and selection of posting locations. Numerous ancillary and support functions are also among the Contractor's responsibilities, such as maintaining compliance with insurance requirements, personnel recruitment, disaster readiness, emergency response planning, inventory control, and other functions.

2.2 SERVICES DESCRIPTION

- A) Description. Contractor shall furnish all Ambulance Services for the entire population (and visitors) within the Exclusive Operating Area, on an exclusive basis, pursuant to the terms of this Agreement. Contractor shall also furnish all Ambulance Services in that portion of Service Area 2 in which Contractor provides ambulance services under the Prior Agreement pursuant to the terms of this Agreement, so long as Contractor (or its subcontractor(s)) is the only provider of ambulance services in such portion of Service Area 2. Contractor's Ambulance Services shall be provided at the Paramedic (ALS) level, while some services, including non-acute urgent requests (as described within this Agreement) and interfacility transports, may be provided at the EMT (BLS) level in accordance with the then current medical protocols approved by the LEMSA Medical Director. BLS units cannot be substituted for ALS Units on requests/responses that are prioritized to require ALS; unless there is a rendezvous with a paramedic supervisor or ALS quick response vehicle. In the event of such rendezvous, the Response Time Standard for purposes of calculating Response Time Standard compliance shall be measured when both units have arrived at scene, forming an ALS ambulance.
- B) Basic Services. For requests originating within the Service Area, Contractor shall (at a minimum) perform the following services under the terms of this Agreement and in accordance with Applicable Law:
- i) Contractor shall provide Ambulance Services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of this Agreement for emergency and non-emergency requests for service, interfacility transports for patients meeting medical necessity, and critical care transports.
 - ii) Contractor shall provide Ambulance Services without regard to the patient's race, color, national origin, religious affiliation, age, sex, or ability to pay.
 - iii) Employ and manage all personnel in manner to effectively meet the obligations outlined within this Agreement.
 - iv) Provide or purchase all in-service training required of all personnel.
 - v) Procure and maintain vehicles, fuel, lubricants, and insurance for vehicles and equipment.

- vi) Operate its ambulance system to meet all applicable staffing, clinical, and Response Time Standards.
 - vii) Maintain superior working relationships with EMS System participants and partners.
 - viii) Have sole responsibility for local and Out-of-County transports, stand-by event coverage, and other ancillary services within the Exclusive Operating Area to improve the system's economics and efficiency.
 - ix) Ensure courteous, professional, and safe conduct of all ambulance personnel and other staff at all times.
 - x) Maintain neat, clean, and professional appearance of all personnel, equipment, and facilities.
 - xi) Promote and maintain the excellent reputation of County's EMS System through superior service and courteous and professional conduct, participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints, leadership in community activities including health fairs, school demonstrations, CPR programs, and civic affairs, and upon request, participation in local media events, business, and social group meetings.
 - xii) Actively participate in the medical audit and Quality Management process, provide special training and support to personnel in need of assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment, procedures, and research in EMS.
 - xiii) Maintain personnel certifications in accordance with local and state laws and regulations.
 - xiv) Advise the LEMSA Director or his/her designee concerning any material financial and operational implications of proposed changes under consideration for adoption, including submission of a written "Financial Impact Statement", if requested.
 - xv) Keep LEMSA informed in a timely manner of all activities, issues, and policy or procedure modifications that may reasonably be expected to affect the County's EMS System.
 - xvi) Develop deep understanding among its personnel of the unique structure and operation of the County's EMS System and the role of the LEMSA through formal orientation and in-service programs.
- C) Expanded Services. Contractor shall, at its sole cost and expense, implement the following, subject to LEMSA approval and in accordance with Applicable Law:
- i) A nurse navigation system (the "Nurse Navigation System") using the Nurse Navigation Program. The Nurse Navigation System is a program designed to increase the availability of ambulance resources for high acuity calls. When a 911 caller's condition is determined to be non-life-threatening, a nurse navigator uses evidence-based protocols to match the patient with the appropriate level of care or resources. The Nurse Navigation System may be implemented by Contractor directly, or Contractor may hire a qualified third party, licensed to do business in the State of California, to provide the Nurse Navigation System and in accordance with Section 8.8.C of this Agreement.

- ii) Make available online ordering tool and pre-scheduled concierge services for EMS receiving hospitals in the Service Area, as described in Contractor's Proposal Section 6.2.
- iii) For purposes of replacement of ambulances meeting or exceeding the mileage limits, or that otherwise do not meet the requirements of Section 4.3, a new ambulance shall be deemed an ambulance having less than 5,000 miles.
- iv) Stryker Power-LOAD on all ambulances to auto-load patient gurneys to be implemented as current equipment reaches end of useful life.
- v) Portable ultrasound devices on all ambulances to be phased in by the Operational Implementation Date, so long as use is in accordance with Applicable Law and approved by the LEMSA Medical Director.
- vi) Video laryngoscopes on all ambulances to be phased in by the Operational Implementation Date, so long as use is approved by the LEMSA Medical Director.
- vii) Automatic CPR devices in CCT ambulances to be phased in by the Operational Implementation Date; so long as use is approved by the LEMSA Medical Director.
- viii) Satellite phones on all supervisor vehicles.
- ix) In coordination with LEMSA and community leaders (e.g. City Councils) Installation and maintenance of ten (10) automatic external defibrillators placed in optimal places in the Exclusive Operating Area to assist with cardiac arrests.
- x) If requested by law enforcement, Overdose Detection Mapping Application Program through FirstWatch.
- xi) Staffing a sufficient number of ambulances during peak hour deployment.
- xii) Retention of a clinical specialist for the operations to assist with clinical reports and quality assurance.
- xiii) Expanded behavioral health program to include (i) a fleet of four secured safety vehicles (behavioral health) vehicles; and (ii) use of a service for behavioral health transport surge support as described in Contractor's Proposal Sections 6 and 10.
- xiv) In accordance with Contractor's standard terms and Applicable Law, a Combined Air/Ground Membership program that provides a bundled air/ground membership program for Santa Barbara County for less than \$150 per household per year; except for Medi-Cal patients which are excluded from the program. As part of the network, Contractor shall ensure no out-of-pocket expenses for medically necessary emergent transports when (a) transported by Contractor's ground ambulances in Santa Barbara County; or (b) by any of its sister company's fixed and rotorwing aircraft across the state and country, such as CALSTAR, REACH and UCLA. Notwithstanding, this program shall not be implemented unless the program meets any and all federal, state and local laws and appropriate economic considerations and administrative processes are negotiated between Contractor and Santa Barbara County Fire Protection District in each parties' discretion.
- xv) A Public Safety Rehabilitation program using a specially equipped Special Operations ambulance and staff to support fire and law enforcement personnel during fires,

strenuous events or SWAT responses when requested. This includes biometric monitoring, carbon monoxide monitoring, heat mitigation, misting stations and more. This public safety rehab team will also carry hydroxocobalamin, a medication used to treat smoke inhalation, subject to LEMSA's prior approval.

- xvi) A dedicated implementation and integration team to help manage transition process and ensure ongoing success. This includes AMR and GMR representatives from air ambulance, dispatch, deployment, clinical, interfacility, CCT and more. The team will work closely to integrate with other agencies in the area, including the LEMSA, fire, law enforcement, the Office of Emergency Services, harbor patrol, coast guard, and more.

SECTION 3 – CLINICAL STANDARDS

3.1 PROGRESSIVE CLINICAL QUALITY IMPROVEMENT & CONTINUING EDUCATION

Contractor will develop and implement a comprehensive quality management program that meets all Applicable Law, including the requirements of the California Code of Regulations, Title 22, Chapter 12 (EMS System Quality Improvement) and LEMSA policy. The program must incorporate compliance assurance, process measurement and control, and process improvement that is integrated with the entire EMS System, including First Responder agencies and LEMSA.

Contractor's key personnel of the Santa Barbara operating unit will actively participate in the leadership and oversight of the quality management system. This commitment includes but is not limited to active participation of Contractor's senior leadership in required local/regional meetings to improve the EMS System, submission of comprehensive key performance indicator reports to the LEMSA, and actively participating in projects designed to improve the quality of EMS in region.

Contractor will develop and implement, by the Operational Implementation Date, a comprehensive quality management plan (operational and clinical) including the tracking and monthly reporting of clinical Key Performance Indicators (KPIs). Contractor shall submit this plan to the LEMSA Medical Director for approval. This plan may be modified upon mutual written agreement between Contractor and LEMSA. Contractor shall utilize the LEMSA-approved reporting tool: ImageTrend Report Writer.

3.2 CLINICAL PERFORMANCE MEASUREMENT AND INCENTIVES

The LEMSA's commitment to the Triple Aim approach is demonstrated by utilizing the Contractor's clinical performance as a key contract compliance measurement tool. To maintain high-quality EMS services, the clinical quality of the Contractor's care provided to the patients will be routinely measured. The Contractor shall work with the LEMSA to develop an electronic reporting method for the measurement of these clinical metrics through ImageTrend Report Writer. A data submission platform shall show clinical metrics in real-time and be approved by the LEMSA. Measurement of clinical performance will be conducted through a Clinical Scorecard measuring system defining clinical KPIs. The Clinical Scorecard in Appendix 5 provides an example and is illustrative of the Clinical Scorecard, to be finalized by LEMSA in accordance with this Section 3.2.

The LEMSA has identified clinical KPIs organized into four (4) Bundles of Care. Three (3) of which will be centered on Clinical Systems of Care (Trauma, Stroke, and STEMI) and one (1) will be a General Care bundle. These KPIs are considered to have a direct impact on the health and safety of patients within the EMS System. These metrics may change as needed, determined by performance, EMS System changes, and/or LEMSA's Continuous QI process. Changes thereto

will be made with mutual written agreement, through an amendment to this Agreement, between the LEMSA and Contractor as needed.

Based on the Contractor's clinical performance through measurement utilizing the Clinical Scorecard, the LEMSA will either provide a financial credit on Response Time Standard compliance Liquidated Damages ("Credit"), provide no Credit, or levy Liquidated Damages for non-compliant clinical performance. The LEMSA will evaluate and measure the Clinical Scorecard on a monthly basis, reviewing the Contractor's performance in all clinical measures, as well as tabulating a weighted total compliance value for all clinical KPIs.

Each Bundle of Care can generate a Credit of 20%, for a total available Credit of 80%, towards the overall Response Time Standard compliance Liquidated Damages assessed for the same month. Such Credit may only be applied to the concurrent calendar month of Response Time Standard Liquidated Damages. Credits may not be banked or used at a future date.

The Contractor will be eligible for Credits as long as no single clinical KPI is at or below the Level 1 threshold for Liquidated Damages. A 20% Credit will be applied for each clinical bundle whose weighted average is above the average threshold for that bundle. A maximum of an 80% Credit may be applied to the Response Time Standard compliance Liquidated Damages for that same month, if incurred, as illustrated by the chart below.

Bundle of Care	Available for Month
Trauma Bundle	20%
STEMI Bundle	20%
Stroke Bundle	20%
General Care Bundle	20%
TOTAL FUTURE CREDIT AVAILABLE	80%

The LEMSA is currently establishing a baseline level of clinical performance and intends to finalize a beginning baseline as well as establish a phase-in process, with input and discussions with Contractor. In accordance with the foregoing, the following provisions of this Agreement shall not become effective until one hundred eighty (180) days after the Service Start Date and as mutually agreed to by the parties in writing including any modifications to this Section and/or the following Sections: (i) the provision of Credits, as described in Section 3.2; (ii) the assessment of Liquidated Damages for clinical performance, as described in Section 3.3; and (iii) the request for, or granting of, exemptions, as described in Section 3.4. For the avoidance of doubt, Contractor shall at all times provide Ambulance Services in accordance with applicable standards set forth in Applicable Law, including LEMSA policy but only to the extent LEMSA policy does not conflict with this Agreement, except for LEMSA policies for medical control.

3.3 LIQUIDATED DAMAGES PROVISIONS FOR CLINICAL PERFORMANCE

Isolated instances of individual deviations of clinical performance standards may be considered instances of minor non-compliance with the Agreement and will be addressed as outlined in LEMSA policy. However, deviations of clinical performance standards, which are severe or chronic, may constitute a Material Breach of this Agreement as defined by these specifications.

Failure to comply with any clinical performance metric or other requirements in this Agreement will result in damages to the LEMSA. Therefore, the Contractor and LEMSA agree to the Liquidated Damages specified herein. It is expressly understood and agreed that the Liquidated Damages amounts are not to be considered a penalty but shall be deemed, taken, and treated as reasonable estimate of the damages to the LEMSA. It is also expressly understood and agreed

that LEMSA's remedies in the event of the Contractor's breach or any noncompliance are not limited to this Agreement including these Liquidated Damages provisions. Chronic failure to comply with the clinical performance requirements may constitute Material Breach of this Agreement and may result in the termination of this Agreement.

The Clinical Scorecard in Appendix 5 is illustrative of the Clinical Performance metrics that the LEMSA shall levy Liquidated Damages and consider the Contractor in breach based on performance. These damages will be assessed monthly.

Level 1 non-compliance will result in \$1,500 in Liquidated Damages per metric, per month. Level 2 non-compliance will result in \$3,000 in Liquidated Damages per metric, per month.

The Contractor will conduct a comprehensive performance improvement process and submit it to the LEMSA within ten (10) Business Days following the identification of underperformance of the same metric for two consecutive months. LEMSA will review, and provide further recommendations if necessary, prior to the approval of any of Contractor's proposed corrective action, to include adjustments to the SSP or other measures to comply with the 90% requirement. In the case of disagreement, Contractor may appeal the LEMSA's decision to the LEMSA Medical Director.

3.4 CLINICAL PERFORMANCE EXEMPTION REQUESTS

- A) Clinical Exemptions. Both the LEMSA and the Contractor desire to reduce the number of exemptions to clinical performance standards granted under the Agreement. Contractor shall develop and maintain mechanisms to routinely monitor and address clinical performance deficiencies. However, it is understood that from time-to-time unusual factors beyond Contractor's reasonable control affect the achievement of specified clinical performance standards.

Exemptions shall be for good cause only, as determined by LEMSA Medical Director (described below in Section 3.4.C) including case-by-case appeals at Contractor's request.

- B) Clinical Care provided by another agency on-scene. Contractor shall not be held accountable for the clinical care provided by other agencies on-scene, unless that care was done at the direction of the Contractor (or representative).
- C) Exemption request procedure. It is the Contractor's responsibility to routinely monitor clinical performance and apply to the LEMSA for an exemption to a required clinical performance metric, utilizing the LEMSA's approved method.

If Contractor feels that any response or group of responses should be excluded from the calculation of clinical performance compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to LEMSA and request that LEMSA exclude these elements of care from calculations. Any such request must be in writing and received by the LEMSA within ten (10) Business Days following the end of each individual response. A request for an exemption received after the ten (10) Business Days will not be considered. The LEMSA Medical Director, or their designee, will review each exemption request and decide for approval or denial and shall advise Contractor of the decision. Contractor may appeal to the LEMSA Medical Director. The following shall apply in both the LEMSA Medical Director's decision and any appeal:

- i) In the monthly calculation of Contractor's performance to determine compliance with the clinical performance standards, every request for Ambulance Services shall be included except those for which exemptions are granted by the County.

- ii) Equipment failure, staff competence, staff training, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exemption to compliance with the clinical performance compliance standards unless good cause is shown.
- iii) Exemptions may be granted for the list below. Documentation in the PCR or CAD notes may be used, but is not limited to, in consideration of an exemption:
 - a) Major Disaster/State of Emergency.
 - b) Known shortage of a medication and/or supply that has been reported to LEMSA in a manner approved by the LEMSA.
 - c) Medical care provided by trainees not affiliated with the Contractor (e.g. paramedic interns).
 - d) Medical Control (i.e. Base Hospital) direction to provide care outside of policy.
 - e) Unusual circumstances that prohibited the routine delivery of medical care as outlined by LEMSA policy (e.g., an unsafe scene, HAZMAT, etc.).
 - f) Good cause.

3.5 LEMSA MEDICAL DIRECTOR REQUIRED TRAINING AND EDUCATION RECORDS RETENTION

Contractor shall retain on file at all times, a LEMSA approved Continuing Education ("CE") tracking and delivery tool (currently Target Solutions). Copies of the current training documentation and valid certifications for all LEMSA Medical Director required training for Paramedics and Emergency Medical Technicians performing services under the Agreement shall be retained in the aforementioned tool. This integration shall allow the LEMSA access to view employee training records, as well as disseminate education to employee. The procurement of such a system is at the sole cost of the Contractor.

3.6 PERSONNEL CERTIFICATION & TRAINING REQUIREMENTS

Contractor's ambulance personnel responding to emergency medical requests, including any subcontractors of Contractor, shall be currently and appropriately licensed, permitted, certified, credentialed, and/or accredited under Applicable Law to practice in the State of California and authorized to practice in Santa Barbara County by the LEMSA Medical Director. Contractor represents and warrants that it shall not permit any person without such license, permit, certification, credential, and/or accreditation or authorization to provide Ambulance Services.

Contractor shall, at minimum, conduct criminal background checks on employees upon hire and periodically review driving records of employees. Contractor shall retain on file at all times: copies of the current and valid licenses, permits, certifications, credentials, and/or accreditations of all emergency medical personnel performing services under this Agreement. Paramedics and EMTs shall obtain and maintain training as outlined in LEMSA policy.

3.7 CONTINUING EDUCATION PROGRAM REQUIREMENTS

Contractor shall become an approved CE provider, as outlined in LEMSA policy, and provide in-house or subcontracted in-service training programs designed to meet state qualifications for

EMS CE clinical direction following the California Code of Regulations, Title 22, Division 9, Chapter 11, and LEMSA policy at no cost to employees.

Contractor shall make those programs also available to First Responders and other EMS System partners; subject to any applicable fees. In addition, Contractor is required to target educational content to address local system needs. All In-service and continuing education programs must comply with state regulations and meet LEMSA policy.

3.8 DEDICATED PERSONNEL REQUIRED & SUPPORT FOR THE LEMSA MEDICAL DIRECTOR AND CLINICAL RESEARCH

The Contractor's quality management program shall be incorporated into every layer of management and not be assigned to the responsibility of a single frontline or middle management position. The clinical manager (as outlined in Section 6.7) shall be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management programs.

The Contractor shall participate in system-wide research initiatives and provide internal staffing support for actions directed by the LEMSA Medical Director; subject to negotiations on any costs or impacts to Contractor before implementation.

3.9 MEDICAL REVIEW/AUDITS

The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of a statistically significant random sampling of Patient Contacts provides a snapshot of the clinical care provision and enables the LEMSA Medical Director to identify the need for a more targeted or detailed audit. The process also assists to validate the effectiveness of ongoing process measures to monitor and improve the performance of care. If the audit process is to be positive, it must be just one component of a quality management program that places the majority of attention and activity on measuring system process performance and routinely engaging in improvement efforts that result in reduction of common causes of process variation and/or improvement in process performance over time. It is Contractor's responsibility to comply with the LEMSA Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

The LEMSA Medical Director may require that any Contractor employee attend a medical audit when necessary. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every certificate holder involved in a case being reviewed is not required, unless mandated by the LEMSA Medical Director and in accordance with Applicable Law.

3.10 CLINICAL INNOVATIONS

The Contractor shall routinely work with LEMSA staff and the LEMSA Medical Director to identify data-driven service innovations to elevate the level of clinical care. These innovations include, but are not limited to: clinical audit and evaluation tools, use of new technology or medications, clinical training methodology, provider feedback, data analysis, and CQI methods.

SECTION 4 – OPERATIONAL STANDARDS

4.1 DEPLOYMENT PLANNING

- A) LEMSA Notification. The LEMSA understands the Contractor will be developing enhanced coverage and deployment plans during its term of operations. Contractor shall notify the LEMSA within thirty (30) calendar days of any proposed System Management Changes. System Management Changes that require this notification include: any material changes in post locations, hour of day coverage levels, or station changes. The LEMSA reserves the right to review the proposed material deployment alterations and request changes. LEMSA shall not unreasonably withhold approval of a Contractor's requested change. Periodic and temporary changes to coverage and deployment plans will be at the discretion of the Contractor in accordance with Applicable Law, including LEMSA policies.
- B) Contractor's deployment plans shall include, at minimum, the following:
- i) Proposed number of ambulances to be deployed during each hour of the day and day of the week.
 - ii) 24-hour and SSP.
 - iii) Mechanisms to meet the demand for emergency and non-emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season including a process that identifies how additional ambulance hours will be added by the Contractor if the Response Time Standards are not met.
 - iv) Include a map identifying proposed ambulance deployment facilities, station(s) and/or post locations within the geographic densities as indicated in this Agreement.
 - v) The Contractor is not required to provide ambulance stations unless staffing 24-hour shifts.
 - vi) Workforce necessary to fully staff ambulances identified in the deployment plans.
 - vii) Any planned use of on-call crews.
 - viii) Ambulance shifts and criteria to be used in determining shift lengths.
 - ix) Any use or potential use of mandatory overtime.
 - x) Record keeping and statistical analyses to be used to identify and correct Response Time Standard performance problems.
 - xi) Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

4.2 AMBULANCE STAFFING REQUIREMENTS

- A) ALS Responses. During the term of the Agreement, all ALS level responses, as defined in Section 5 of this Agreement, shall be staffed with a minimum of one (1) EMT-P and one (1) EMT. The ambulance shall be equipped to render ALS level care and transport as outlined in LEMSA policy.
- B) BLS Responses. During the term of the Agreement, all BLS level responses, as defined in Section 5 of this Agreement, shall be staffed with a minimum of two (2) EMTs. The ambulance shall be equipped to render BLS level care and transport as outlined in LEMSA policy.

- C) Electronic Database. The Contractor shall maintain a single electronic database for all clinical personnel. LEMSA shall have electronic access to this database. The database will be continually updated by Contractor so that records are current.
- D) Work Schedules and Human Resource Issues – An Employee Matter.
- i) Although this is a performance-based Agreement and Contractor is encouraged to be creative in delivering services, Contractor is expected to employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest.
 - ii) The Contractor shall comply with its applicable collective bargaining agreement currently with IAEP-1270, and provide County with a copy of such collective bargaining agreement, and any amendments thereto, upon County's request.
 - iii) Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for Crew members. Contractor shall ensure that Crew members are not fatigued to an extent that might impair their judgment and/or motor skills and shall structure extended shifts, on-duty hours, part-time jobs, voluntary or mandatory overtime, and rest periods, with the primary goal of ensuring the safety of the public when providing Ambulance Services. Contractor is responsible for conducting its employment matters with its employees and personnel, including managing personnel and resources fairly and effectively in a manner that ensures compliance with this Agreement; provided, however, Contractor shall at all times adhere to Applicable Law, including LEMSA policy, the SSP, and the medical control of the LEMSA Medical Director.

4.3 VEHICLES AND EQUIPMENT

Contractor shall acquire and maintain all ambulances, support vehicles, on-board medical supplies/equipment, and office facilities and equipment to be used by Contractor to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts, and costs of extended maintenance agreements shall be the sole responsibility of the Contractor.

- A) Ambulances. All ambulances shall meet Applicable Law. Contractor's fleet shall conform to the following requirements:
- i) Ambulances may be standard Type I, Type II, or Type III.
 - ii) Be similarly configured with the capability to carry all supplies necessary to function in accordance with LEMSA System Policies, Protocols, and Procedures.
 - iii) Ambulance shall utilize powered, hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients, EMTs, and paramedics.
 - iv) Contractor shall, at a minimum, maintain an unstaffed but fully equipped Bariatric capable ambulance with the capability to transport patients with communicable diseases, within the County and be able to immediately staff the unit and provide these services within a reasonable time frame should they become necessary.
 - v) Contractor shall have a mechanism to monitor driver safety through a driver video surveillance system.

- vi) Ambulances shall be limited to a maximum mileage of 250,000 miles; in the event there are delays in end-stage ambulance manufacturer or remounting production time, the Contractor can request an exemption from the LEMSA.
 - vii) Supervisor and other support vehicles shall be limited to a maximum of 200,000 miles.
 - viii) No more than 75% of the ambulance fleet shall have over 125,000 miles as of the Service Start Date of this Agreement. Contractor shall provide LEMSA a list of all vehicles detailing make, model, age, and maintenance records.
 - ix) Contractor shall maintain a fleet of ambulances that meets or exceeds 130% of the peak level of deployment.
 - x) As technology and financial sustainability allows, the Contractor shall explore available green alternatives.
- B) Vehicle Markings. Ambulance vehicles used in providing Ambulance Services shall display the "911" emergency telephone number and "Santa Barbara County EMS" on both sides, system unit identifiers, and any additional ambulance signage must be approved by the LEMSA and consistent with Applicable Law.
- C) Vehicle Maintenance. Contractor shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition:
- i) Detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate.
 - ii) The Contractor shall employ a maintenance program record-keeping system. The system shall track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses, as per LEMSA policy.
 - iii) The Contractor's vehicle maintenance program must be designed and conducted to achieve the highest standards of reliability appropriate to a modern emergency service and shall comply with or exceed the maintenance standard as outlined in the Standards – Accreditation of Ambulance Services published by the Commission on Accreditation of Ambulance Services.
 - iv) The Contractor shall adhere to the requirements of Sections 2.2.C.iii and 4.3.A of this Agreement and Contractor's policy for vehicle replacement including the maximum number of years and mileage that an ambulance will be retained in the EMS System.
 - v) Any ambulance, support vehicle, or equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and remedied.
- D) Equipment. Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. The Contractor agrees:
- i) Each ambulance shall carry standardized on-board equipment, medical supplies, and personal communications equipment and supplies that meet federal, state, and LEMSA requirements, policies, and procedures.
 - ii) Such equipment and supplies will be stored in the same or similar location in all ambulances.

- iii) All expendable supplies including medications and controlled substances must be restocked by the Contractor.
 - iv) All medical equipment shall always be in good repair and safe working order. Contractor shall maintain accurate durable medical equipment routine checks, maintenance, failure and occurrence records, which will be made available to the LEMSA.
 - v) Each ambulance shall be fully stocked and with sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excessive demand in the system.
 - vi) The Contractor shall maintain all bio-medical equipment in accordance with Applicable Law, and to the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (TJC) or equivalent standard. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at the Contractor's expense.
 - vii) The Contractor shall adhere to the requirements for equipment as described in Contractor's Proposal Section 5.3.D.
 - viii) Contractor agrees that equipment and supply requirements may be changed with the approval of the LEMSA Medical Director due to changes in technology. To the maximum extent feasible, all equipment and supplies to be exchanged shall be fully interchangeable/interoperable with those of all parties in the system.
 - ix) Any piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and remedied as soon as possible.
 - x) Contractor shall maintain a reserve/back-up cache of bio-medical equipment to ensure consistent service delivery should critical pieces of equipment fail or require repair/service.
- E) Ambulances Failure to Meet Minimum In-Service Equipment and Supply Requirements. The LEMSA will inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements as outlined in LEMSA policy, the LEMSA may:
- i) Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission.
 - ii) Subject the Contractor to a penalty up to \$2,500.00.
 - iii) The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life-threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. LEMSA may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

4.4 COMMUNICATIONS SYSTEMS MANAGEMENT

A) Ambulance Communication Equipment.

- i) The Contractor will be responsible to purchase/lease, install, and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the services described in this Agreement.
- ii) The Contractor shall equip each ambulance with one portable radio for each crew member, and one mobile radio capable of interoperability with fire and medical communication channels.
- iii) The Contractor shall equip each ambulance with one mobile telephone.
- iv) Contractor will use automatic vehicle location systems (AVLs), mobile data computers (MDCs), and GPS mapping technology. The AVL system must interface with the County Designated Communications Center CAD system. The Contractor is responsible for all costs associated with the purchase and on-going operations of the AVL system.
- v) The Contractor shall equip each ambulance, QRV, and field supervisor vehicle with a mobile computer with mobile data computer capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance shall be equipped with AVL and GPS fully interfaced to the CAD system for unit recommendation and SSP purposes.
- vi) The Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs.
- vii) Communication equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient.
- viii) The Contractor shall operate the two-way radios in conformance with Applicable Law, including all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable LEMSA Medical Director rules and operating procedures, and LEMSA policies.

4.5 TECHNOLOGY AND DATA MANAGEMENT

Contractor shall provide detailed operations, clinical, and administrative data in a manner that facilitates its retrospective analysis.

- A) Dispatch and/or Records Management Computer(s). Any Records Management System utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment, and full audit trail documentation.
- B) Essential Patient Care Record (PCR) and Assignment Data. Contractor shall utilize the LEMSA approved electronic Patient Care Report (ePCR) (currently ImageTrend) for patient documentation on all EMS System responses in accordance with LEMSA policies. The ePCR shall be accurately completed to include all information required by established State and LEMSA policies and procedures. Contractor shall, at its own expense, utilize FirstWatch to independently monitor response intervals and to facilitate real-time and retrospective analysis of Contactor's response capabilities and performance.

- C) Contractor shall complete, maintain, and provide to the LEMSA if requested adequate records and documentation to demonstrate its performance compliance and aid within the County in improving, modifying, and monitoring the EMS System.

4.6 NON-CLINICAL TRAINING

- A) Company Orientation and On-Going Preparedness. Contractor shall provide its New Employee Orientation Program and field training under an AMR Field Training Officer to properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum: provider agency policies and procedures; map reading skills including key landmarks, routes to hospitals, and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance.

In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement, and the billing and reimbursement process and compliance. Orientation shall include an EMS System orientation provided by or approved by the LEMSA.

- B) Driver Training Contractor shall maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the LEMSA initially and on an annual basis thereafter. Main County streets and use of GPS and map reading shall be an integral part of driver training.

Training and skill proficiency are required at initial employment with annual training refresher and skill confirmation.

4.7 CRITICAL INCIDENT STRESS MANAGEMENT

Contractor shall establish employee wellness, stress management, and employee resilience programs for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program. To accomplish this, Contractor will implement the program, by the Operational Implementation Date, described in Contractor's Proposal Section 5.7.

4.8 TREATMENT OF WORK FORCE

- A) Character Competence and Professionalism of Personnel.

- i) The parties understand that Ambulance Services are often rendered in the context of stressful situations. The LEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall sufficiently address and correct any occasional departure from this standard of conduct.
- ii) All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses, permits, credentials, and accreditations in their respective professions and shall undergo a criminal record check.

- B) Discrimination Not Allowed.

- i) During the performance of the Agreement, Contractor agrees that it will comply with all provisions of Applicable Law prohibiting discrimination. Specifically, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated there under.
- ii) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual preference, or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual preference, or age. Such action shall include but is not limited to the following: employment, upgrade, demotion, or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection, including apprenticeship.
- iii) County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

4.9 DISASTER RESPONSE AND PREPAREDNESS

A) Disaster Response Planning.

- i) Contractor shall develop an internal disaster plan to accommodate staffing, supplies, deployment, communications, and maintenance of normal operations for a minimum of a 72-hour period.
- ii) Internal Disaster Response Notification. Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

B) Disaster Resources.

- i) Contractor shall agree to house, staff, and deploy the EMS Authority issued Disaster Medical Support Unit (DMSU). This unit shall only be deployed and used as approved/directed by the Santa Barbara County Medical and Health Operational Area Coordinator (MHOAC) or designee.
- ii) Contractor shall have a reserve fleet of ambulances as set forth in Section 4.3. These ambulances shall be in good working order, stocked, and ready for immediate deployment.
- iii) Contractor shall maintain a reserve fleet of supervisor/support vehicles at 130% of peak deployed support units.

C) Mutual Aid Requirements.

- i) Contractor shall respond in a mutual aid capacity to other service areas outside the County as directed by Santa Barbara County MHOAC or designee. Should the MHOAC request the Contractor provide mutual aid outside the County, exemptions shall be made for good cause only, as determined by LEMSA including case-by-case appeals at the request of Contractor.

- ii) The County has an agreement to provide ambulance Mutual Aid with other jurisdictions within the Region and State. The Contractor is expected to comply with the terms of said agreement when providing mutual-aid as outlined in the agreement.
- D) Disaster Reimbursement. The LEMSA will make all reasonable efforts to support the Contractor in obtaining reimbursement for disaster response efforts both within and outside of the County, when such funds are available. The Contractor will ensure all documentation meets FEMA eligibility and/or other federal funding standards, policies, and guidelines. Contractor agrees to comply with Appendix 6 "Federal Requirements" as attached hereto and incorporated herein when providing services subject to federal funding.

4.10 STANDBY SERVICE

- A) Immediate Need at the Scene of an Emergency. Within the Exclusive Operating Area, Contractor shall provide emergency Standby Services at no charge to County or a requesting agency; provided, however, that Contractor shall not be required to provide (or to provide at no charge to County or a requesting agency), such Standby Services beyond a reasonable period of time to ensure there is no ongoing imminent life threat. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on standby. Examples of these incidents include, but are not limited to: law enforcement standbys, structure fire standbys, or hazardous response events.
- B) Pre-Scheduled Standby Services. Contractor may provide Standby Services for events not deemed to be an emergency or immediate need. The Contractor shall provide such Standby Services subject to rates set forth in Appendix 3. Examples of these events include, but are not limited to sporting events, festivals, or protracted emergency incidents such as large wildfires. In the event Contractor decides not to provide Standby Services for events not deemed to be an emergency or immediate need in the Service Area, Contractor agrees that another ambulance provider may be contracted to provide such Standby Services.

4.11 AGREEMENTS FOR FIRST RESPONSE EMS SERVICES

An effective and comprehensive EMS System includes fire first response EMS services.

- A) Contractor may enter into subcontracts for first responder EMS services.
- B) Contractor currently maintains subcontracts with area Fire Departments for first responder services ("First Responder Agreements").
- C) Contractor may in its discretion maintain its First Responder Agreements, on terms previously approved by the LEMSA, including reimbursement at existing levels but in no event to exceed \$1,162,000 for all First Responder Agreement combined at the Service Start Date, subject to the previously-approved schedule for an annual inflation adjustment. First Responder Agreements shall allow Contractor to extend Response Time Standards set forth in this Agreement by an additional two minutes throughout the Service Area for any applicable call (e.g., for a Priority 1 response in an Urban designation the applicable Response Time Standard shall be extended from 7 min. 59 sec. to 9 min. 59 sec.).
- D) The LEMSA shall govern Response Time Standards compliance and assess liquidated damages in accordance with the terms of this Agreement.

SECTION 5 – AMBULANCE RESPONSE TIME PERFORMANCE, STANDARDS & LIQUIDATED DAMAGES

5.1 RESPONSE TIME PERFORMANCE, RELIABILITY & MEASUREMENT METHODS

This Agreement is performance based; the LEMSA will not limit Contractor's flexibility in the methods of providing Ambulance Services, except as otherwise set forth in this Agreement. This is based upon Contractor's commitment to conform to the Response Time Standards. Therefore, an error on Contractor's part in one phase of its operation (e.g., system deployment plan, ambulance maintenance, etc.), shall not be the basis for an exemption to Contractor's performance in another phase of its operation (e.g., clinical performance or response time performance).

Appropriate response time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility. Response Time Standards shall be measured in minutes and integer seconds and shall be "time stamped" by the County Designated Communications Center as to service request notification. To the extent technically feasible, the County will work with the Contractor to help assure that the Contractor's time records are synchronized to the County Designated Communications Center.

5.2 RESPONSE TIME STANDARDS

These specifications outline seven (7) priorities with which Contractor must comply by meeting specified Response Time Standards.

The call classification as Priority 1 through 3 (Emergency responses) is accomplished by presumptive MPDS prioritization by the County Designated Communications Center.

The call classification as Priority 4 through 7 (Non-Emergency responses) is accomplished by presumptive prioritization by the requesting entity.

For response time monitoring, reporting, and compliance purposes within the Service Area, Contractor's response time on requests for Ambulance Service originating from within the Service Area shall meet the following performance standards.

Compliance Monitoring

Response Time Standard compliance will be reported in the below manner. A sample format of the Compliance Report Template is set forth Appendix 2.5. The County will be separated into seven (7) response time compliance zones as outlined in Appendix 2 — Map of County as attached hereto and incorporated herein by this reference (each, a "Compliance Zone").

Compliance will be measured for all Priority 1 through 3 (emergency responses) for each call density (e.g., Urban, Rural, Wilderness), in each Compliance Zone combined within the Service Area. Priority 4 through 7 (non-emergency) will be combined across call density and across all Compliance Zones.

9-1-1 System Requests

- A) Potentially Life-Threatening Emergency Response (Priority 1). Contractor shall place an Advanced Life Support ambulance at the scene of each life-threatening emergency request as presumptively determined in accordance with the MPDS [e.g., MPDS Echo and Delta] within 7 minutes and 59 seconds on not less than 90% of all life-threatening emergency response requests in all designated Urban response areas of the County. This will be a lights and siren response.

Response Time Standards for designated Rural response areas within the County shall be within 14 minutes and 59 seconds on not less than 90% of all life-threatening emergency response requests.

Response Time Standards for designated Wilderness response areas within the County shall be within 30 minutes and 59 seconds on not less than 90% of all life-threatening emergency response requests.

The Contractor's response time clock begins when the call is time stamped as Contractor's notification of alert or request for service by the County Designated Communications Center.

- B) Non-Life-Threatening Emergency Response (Priority 2). Contractor shall place an Advanced Life Support ambulance at the scene of each non-life-threatening emergency request [e.g., generally MPDS Charlie and Bravo] as presumptively determined in accordance with the MPDS within 10 minutes and 59 seconds on not less than 90% of all non-life-threatening emergency response requests. This shall apply to all non-life-threatening emergency response requests in all designated Urban response areas of the County. This will be a lights and siren response.

Response Time Standards for designated Rural response areas within the County shall be within 17 minutes and 59 seconds on not less than 90% of all non-life-threatening emergency response requests.

Response Time Standards for designated Wilderness response areas within the County shall be within 40 minutes and 59 seconds or not less than 90% of all non-life-threatening emergency response requests.

Any call that does not receive EMD prior to arrival will be dispatched and classified as a Priority 2 call. Calls may be downgraded as articulated in this Agreement.

- C) Urgent Response (Priority 3). Contractor shall place at a minimum, a Basic Life Support ambulance at the scene of each urgent response request [e. g. Alpha] as presumptively determined in accordance with the MPDS within 14 minutes and 59 seconds on not less than 90% of all urgent response requests. This category of response has historically been used when an immediate response is necessary (e.g., MPDS-Alpha and some lower level MPDS Bravo requests non-lights and sirens response; low acuity auto accident with first responders present, urgent inter or intra facility transport, etc.). This shall apply to all urgent response requests in all designated Urban response areas of the County. This will not require a lights and siren response.

Response Time Standards for designated Rural response areas within the County shall be within 20 minutes and 59 seconds on not less than 90% of all non-life-threatening emergency response requests.

Response Time Standards for designated Wilderness response areas within the County shall be within 40 minutes and 59 seconds on not less than 90% of all non-life-threatening emergency response requests.

If at any time prior to the arrival of a BLS unit, the call is determined to be a Priority 1 or 2, an ALS Unit will be immediately dispatched. For the purpose's Response Time Standard compliance, this will be considered an "upgrade" with the response time clock re-starting.

If at any time prior to the arrival of an ALS unit to a Priority 1 or 2 call the call is determined to be a Priority 3, a BLS unit may be dispatched. For the purpose's Response Time Standard compliance, this will be considered a "downgrade" with the response time clock re-starting.

Interfacility Transports

The LEMSA recognizes that the Contractor's primary responsibility is to meet emergency service demands within the County. As a result, LEMSA understands that the Contractor's response to non-emergency requests may be occasionally and temporarily delayed until sufficient reserves of emergency response capacity can be restored to the system.

Even so, to provide customer service and enhance the economic viability of the system, the Contractor shall furnish emergency and non-emergency response capacity and shall manage its available resources so as to provide prompt non-emergency transfer service. Especially in the case of any scheduled non-emergency transfer requests, the Contractor shall furnish service on schedule.

When the Contractor is unable to provide reasonably prompt non-emergency service or is temporarily unable to provide the service as scheduled, the Contractor shall inform the individual or agency requesting such service, explaining the reasons for the temporary delay, and shall furnish an honest, reasonable estimate of the time service will be available.

Contractor shall respond to hospitals and healthcare facility requests for interfacility transports in the following manner.

- i) Provide an on-line ordering service for Interfacility Transports (IFTs) 24/7/365 through direct service from Contractor or through a call taking dispatch service or some combination thereof;
- ii) Provide an on-line ordering service that shall receive IFT, schedule transport, and build the call in the CAD system, County Dispatch Center shall dispatch the call; and
- iii) Provide services as described in Contractor's Proposal Sections 6 and 10 for mental health patients.

The use of 9-1-1 resources to perform non-emergency interfacility transports are at the risk of the associated response time compliance impact. These non-emergency transports will not be factored in for emergency response exemption calculations. Units assigned to immediate need transports will be eligible for exemptions as outlined for emergency responses.

- D) Immediate Need Interfacility Transport (Specialty Care Transport). Immediate ALS ambulance transport is requested to a higher level of care when any delay could result in placing the patient's health in immediate jeopardy. These transports are generally referred to as CODE STEMI, CODE Stroke, and CODE Trauma transfers as outlined in LEMSA policy.

These requests are dispatched as priority 2 responses in accordance with then current LEMSA policy. Contractor shall meet the response-time requirement for these transfers just as they would for any Priority 2 (i.e., life-threatening emergency) 9-1-1 request to the facility's location.

As these transfers may immediately remove an ambulance unit from the 9 -1-1 system, facilities are expected to only request an emergency transfer when the patient's condition warrants such a response. It is understood that the requesting agency shall only request the emergency transfer such that the patient is prepared for transfer with all available transfer papers upon the arrival of the transfer unit.

- E) Unscheduled Urgent Transport (Priority 4). Unscheduled urgent transport where the patient's medical condition requires transport to a facility providing a higher level of care and is not considered to be in immediate jeopardy. The level and type of ambulance shall be appropriate to the patient's condition as determined by the sending facility.

Response Time Standards for designated Priority 4 transfers originating within the County shall be within 89 minutes and 59 seconds on not less than 90% of all requests made with 12 hours or less notice to the Contractor.

- F) Scheduled Urgent Transport (Priority 5). It is encouraged that the Contractor pre-arrange Interfacility transport requests for a medically stable patient. The level and type of ambulance shall be appropriate to the patient's condition as determined by the sending facility.

Ambulance arrival time requirements for designated Priority 5 transfers originating within the County shall be no later than 14 minutes and 59 seconds on not less than 90% of the scheduled arrival time for requests made with more than 24 hours' notice to the Contractor. Scheduled pick-up times may shift as agreed upon by facilities involved.

Ambulance arrival time requirements for designated Priority 5 transfers originating within the County shall be no later than 44 minutes and 59 seconds on not less than 90% of the scheduled arrival time for requests made with less than 24 hours' notice to the Contractor. Scheduled pick-up times may shift as agreed upon by facilities involved.

- G) Out-of-County Transport (Priority 6). Out-of-County interfacility transports shall have an agreed upon pick-up time regardless of request time.

Ambulance arrival time requirements for designated Out-of-County transfers originating within the County shall be no later than 14 minutes and 59 seconds on not less than 90% of the agreed upon arrival time for requests. Scheduled pick-up times may shift as agreed upon by facilities involved.

Provider safety shall be a paramount consideration when scheduling Out-of-County transfers. Ambulance crew fatigue, Unit-Hour-Utilization, and normal shift time shall be factored into the scheduling process.

It is the Contractor's responsibility to meet the needs of the healthcare facilities. Contractor will be responsible for ensuring reasonable response times to long distance transport, and if hospital or patient's needs are not met, Contractor must clearly document the reasons. Should LEMSA determine that the needs of those requesting this service are not being met, it may require the Contractor to submit a mitigation plan for approval.

- H) Mentally Disordered Persons Transports (Priority 7).

Transfers from the Field

For patients who are experiencing an isolated mental health crisis and are in the custody of the County via Welfare Institution Code (WIC) 5150 – 5157, who after an EMS assessment are determined to not be experiencing an emergency medical condition and do not require an immediate medical intervention, may be transported to a destination other than the most appropriate receiving facility upon designation by the LEMSA. As such, the individual may be transported by ALS ambulance, BLS ambulance, or other LEMSA-approved appropriate vehicle to an alternate destination.

Unit arrival time requirements for designated 5150 field transports originating within the County shall be no later than 29 minutes and 59 seconds on not less than 90% of the agreed upon arrival time for requests.

Interfacility Transport of Patients in the Custody of the County

Contractor is responsible for meeting Response time Standards as set forth for Priority 4 through 6 transfers.

Contractor will implement an expanded behavioral health program to include (i) a fleet of four secured safety vehicles (behavioral health) vehicles; and (ii) use of behavioral health transport surge support as described in Contractor's Proposal Sections 6 and 10.

I) Critical Care Transports (CCT).

Contractor will have a Critical Care Transport with an RN (CCT-RN) at the beginning of the Agreement. These services shall be offered 24 hours a day, 7 days a week.

Additionally, Contractor shall coordinate with LEMSA for the development of the Critical Care Transport Paramedic program (CCTP) to augment the CCT-RN program. Contractor shall implement the Critical Care Transport Plan in Contractor's Proposal Section 6.2.

Response Time Standards for CCT shall depend on the Priority level applicable.

J) Summary of Response Time Standards.

Figure 1 summarizes the Response Time Standards compliance for ambulances throughout the County by Priority and Zone.

Figure 1: Response Time Standard Compliance Summary*

Priority Level	Compliance	Urban**	Rural	Wilderness
Priority 1	90%	7 min. 59 sec.	14 min. 59 sec.	30 min. 59 sec.
Priority 2	90%	10 min. 59 sec.	17 min. 59 sec.	40 min. 59 sec.
Priority 3	90%	14 min. 59 sec.	20 min. 59 sec.	40 min. 59 sec.
Priority 4	90%	No greater than 89 min, 59 sec. from time of request	N/A	N/A
Priority 5	90%	Greater than 24- hours: No greater than 14 min. 59 sec. of scheduled pick-up time (except that Contractor shall not be out of compliance with the standard if Contractor arrives early, e.g., 15 minutes early to the agreed upon time) Less than 24- hours: No greater than 44 min. 59 sec. of scheduled pick-up time (except that Contractor shall not be out of compliance with the standard if Contractor arrives early, e.g., 45 minutes early to the agreed upon time)	N/A	N/A
Priority 6	90%	Within 14 min. 59 sec. of scheduled pick-up time window (except that Contractor shall not be out of compliance with the standard if Contractor arrives early, e.g., 20 minutes early to the agreed upon time)	N/A	N/A

Priority 7	90%	29 min. 59 sec	N/A	N/A
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*For clarity, a call is late if the call exceeds the next second set forth in Figure 1, e.g., Priority 1, Urban is late at 8 min. 00 sec. and Priority 3, Rural is late at 21 min. 00 sec.

**Within ninety (90) days of the Service Start Date, the Parties shall revise County GIS or shape files to update the population densities, i.e., Urban, Rural, and Wilderness, to reflect current population densities. The County has provided these files as part of the RFP process in 2022.

5.3 EQUITY IN RESPONSE TIMES THROUGHOUT THE COUNTY AND REPORTING PERIOD

The LEMSA recognizes that equity in response times is largely based upon call densities within the County. In developing Response Time Equity Standards, the LEMSA has aggregated all areas of the County into seven (7) Compliance Zones. Superior response time performance early in a month is not a reason or justification to allow inferior response time performance late in the month. Therefore, the Contractor shall use its best efforts to minimize variations or fluctuations in response time performance according to the day of week or week of month.

LEMSA reserves the right to periodically review any specific area or time frame within the month to identify if there are pockets of inequitable response time performance and refer such findings to Contractor for mitigation. While this requirement does not change the method of calculating Response Time Standards, Contractor will report its mitigation strategy to the LEMSA within ten (10) Business Days.

5.4 RESPONSE TIME MEASUREMENT METHODOLOGY

Contractor's response times shall be calculated on a monthly basis to determine compliance with the fractal standard set forth in this Agreement. The following are applicable:

- A) Time Interval Calculation for Response Time Standards. For the purposes of the Agreement, response times shall be measured from the time of completion of the emergency medical dispatch and notification to the ambulance by the County Designated Communications Center to the ambulance unit with location information to respond to the call until Arrival at Incident Location by the first arriving transporting ambulance, or the unit is cancelled by the calling party or a public safety agency.

"Arrival at Incident Location" ("at scene") means the second an ambulance notifies the County Designated Communications Center that it has stopped at the scene of an incident and that the ambulance can go no further towards the scene of the incident. In cases of response to hazmat incidents or incidents involving a law enforcement agency wherein there is reason to believe the scene to be unsafe, the response time clock shall be stopped the second upon arrival at a designated staging area proximate to the scene.

In instances when ambulances fail to report the time of arrival "at scene", the time of the next communication with that ambulance shall be used as the "at scene" time (e.g., time at patient). However, Contractor may be able to document the actual arrival time through another means (e.g., First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

Additionally, calls that are transferred to the Nurse Navigation System that do not result in the dispatch of an ambulance will be included in the Response Time Standards compliance measurements.

- B) Each Incident a Separate Response. Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the first arriving

transporting ambulance (as appropriately assigned ALS or BLS response) will be used to compute the response time for that incident. Note: a BLS unit arrival at an ALS designated assignment does not stop the clock nor will it be counted in the call count until Contractor's ALS resource arrives at the call.

C) Calculating upgrades, downgrades, turn-arounds, and canceled responses. From time-to-time, special circumstances may cause changes in call priority classification. Response time calculations for determination of compliance with the Agreement standards and Liquidated Damages for non-compliance will be as follows:

i) Upgrades. If an assignment is upgraded prior to the arrival at scene of the emergency ambulance (e.g., from Priority 2 to Priority 1), Contractor's compliance and Liquidated Damages will be calculated based on the shorter of:

a) Time elapsed from time of alert to time of upgrade plus the more stringent priority Response Time Standard; or

b) The original, less stringent priority Response Time Standard.

c) The following provides an illustration of the applicable Response Time Standard in the event of an Upgrade: A call is originally assigned Priority 2 with a response time of 10 minutes. The assignment is upgraded (to Priority 1 with a response time of 7 minute) 2 minute after the time of alert, and prior to the ambulance's arrival at scene. The ambulance arrives at scene 8 minutes after the original time of alert. Here, the applicable Response Time Standard is 9 minutes. However, if the assignment is upgraded 5 minutes after the time of alert and prior to the ambulance's arrival at scene, the applicable Response Time Standard is 10 minutes.

ii) Downgrades. If a call is downgraded prior to arrival at scene of the emergency ambulance (e.g., from Priority 1 to Priority 2), Contractor's compliance and Liquidated Damages will be determined by:

a) If the time of the downgrade occurs after the emergency ambulance has exceeded the more stringent priority Response Time Standard, the more stringent higher priority standard will apply; or,

b) If the time of the downgrade occurs before the emergency ambulance has exceeded the more stringent priority Response Time Standard, the less stringent lower priority will apply.

c) The following provides an illustration of the applicable Response Time Standard in the event of a Downgrade: A call is originally assigned Priority 1 with a response time of 7 minutes. The assignment is downgraded (to Priority 2 with a response time of 10 minutes) 8 minutes after the time of alert and prior to the ambulance's arrival at scene. Here, the applicable Response Time Standard is 7 minutes. However, if the assignment is downgraded 5 minutes after the time of alert and prior to arrival at scene, the applicable Response Time Standard is 10 minutes.

iii) Reassignment Enroute. If an ambulance is reassigned enroute or turned around prior to arrival at scene (e.g., to respond to a higher priority request), compliance and Liquidated Damages will be calculated based on the Response Time Standard applicable to the assigned priority of the second response. The response time clock will not stop until the arrival of an emergency ambulance at scene from which the original ambulance was diverted. If an ambulance is diverted to a higher priority call,

the new incident begins at the time stamped "call received" for that incident and at the time of the diversion.

- iv) Canceled Calls. If an assignment is canceled prior to arrival at scene, Contractor's compliance and Liquidated Damages will be calculated based on the elapsed time of alert by the County Designated Communications Center to the time the call was canceled. Canceled calls will be counted and included in the monthly compliance reports for purposes of determining Response Time Standard compliance Liquidated Damages.

5.5 RESPONSE TIME REPORTING REQUIREMENTS

- A) Documentation of Incident Time Intervals. Contractor shall document all times necessary to determine total ambulance response time. All times shall be recorded on the LEMSA-approved electronic Patient Care Report (ePCR). Response Time Standards performance reporting requirements and documentation of incident time shall include, but is not limited to:

- i) Time call received by County Designated Communications Center
- ii) Time Contractor alerted
- iii) Time enroute to scene
- iv) Arrival at scene time
- v) Arrival at patient's side
- vi) Time enroute to transport destination
- vii) Arrival time at the destination
- viii) Time of patient transfer to receiving hospital personnel (transfer of care)
- ix) Time available at the destination (i.e., return to in service status).

The Contractor must synchronize the clocks on their Mobile Data Computer (MDCs) devices in the Contractor's emergency vehicles with the Universal Time Coordinated ("UTC"). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

- B) Response Time Performance Report. Within ten (10) Business Days following the end of each month, Contractor shall use the FirstWatch Online Compliance Utility tool to document and report to the LEMSA Director or designee, in a manner required by the LEMSA, information as specified in the Data and Reporting Requirements section of this Agreement.

- i) LEMSA shall use response time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its response time performance levels.
- ii) Contractor shall identify the causes of failures of performance and shall document efforts in a manner required by the LEMSA to eliminate these problems on an on-going basis.
- iii) The Contractor will conduct a comprehensive performance improvement process and submit it to the LEMSA within ten (10) Business Days following the identification of

underperformance for two consecutive months. LEMSA will review and provide further recommendations as necessary prior to the approval of any proposed corrective action, to include adjustments to the System Status Plan or other measures to comply with the 90% requirement.

5.6 RESPONSE TIME STANDARD EXEMPTION REQUESTS

- A) Both the LEMSA and the Contractor desire to reduce the number of exemptions to Response Times Standards granted under the Agreement. Contractor shall develop and maintain mechanisms for sufficient backup capacity or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time- to-time, unusual factors beyond Contractor's reasonable control affect the achievement of specified Response Times Standards.
- B) Exemptions shall be for good cause only as determined by the LEMSA, including case-by-case appeals at Contractor's request. Notwithstanding the foregoing, exemptions pursuant to Section 5.6.D.i.d and .h shall be presumptively automatic, provided that the Contractor provide sufficient underlying documentation with respect to the exemption.
- C) Response Time Standards outside Primary Service Area are excluded. Contractor shall not be held accountable for emergency response time compliance for any assignment originating outside the Service Area. Responses to requests for Ambulance Services outside the Service Area will not be counted in the total number of calls used to determine compliance.
- D) Exemption request procedure. It is the Contractor's responsibility to apply to the LEMSA for an exemption to a required Response Time Standard, utilizing the LEMSA approved method. If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time Standard compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to LEMSA and request that LEMSA exclude these runs from calculations. Any such request must be in writing and received by the LEMSA within ten (10) Business Days following the end of each calendar month. A request for an exemption received after the ten (10) Business Days will not be considered. Notwithstanding the foregoing, the LEMSA shall consider exemption requests received after the ten (10) Business Days if the Contractor made a request for additional time to submit an exemption request within the ten (10) Business Days following the end of the applicable calendar month. The LEMSA shall have thirty (30) days to respond to exemption requests, including exemptions presumed automatic under Section 5.6.B., and exemptions shall be deemed admitted if the LEMSA fails to respond within this period of time. The LEMSA is deemed to have responded to an exemption request where it informs Contractor that it reasonably needs additional time to review that specific request, or where the LEMSA reasonably requests additional information necessary to make a determination.
 - i) In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request for service shall be included except those for which exemptions are granted by the County, or as otherwise provided in this Agreement. The LEMSA will review each exemption request and decide for approval or denial and shall advise Contractor of its decision. The LEMSA may grant the following exemptions upon Contractor's request:
 - a) Major disaster/state of emergency
 - b) Severe weather
 - c) Lack of or restricted vehicular access to the patient

- d) Dispatch errors, e.g., inaccurate address, not following SSP, failing to move up timely, dispatching an ambulance that is further from the scene, etc., to the extent such dispatch errors actually cause delays to arrival at scene
- e) Unavoidable delay due to unknown road construction, closure, or unpaved road
- f) Unavoidable delay by train
- g) Unusual System Overload (as defined in Appendix 1 — Definitions)
- h) Extended delays at hospitals for transferring patients to receiving facility personnel (Ambulance Patient Offload Delay or "APOD") will not be a criterion for potential exemptions unless the lost hours from APOD exceeds ten (10) percent of the unit hours for the month provided under this Agreement. County shall use best efforts to assist Contractor in encouraging hospitals to reduce lost hours due to APOD.
- i) Other good cause outside of Contractor's control or that are unpredictable
- ii) Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exemption to compliance with the Response Time Standard.

5.7 LIQUIDATED DAMAGES PROVISIONS FOR AMBULANCE RESPONSE TIME PERFORMANCE

Isolated instances of individual deviations of Response Time Standards are considered instances of minor non-compliance with the Agreement. However, deviations of Response Time Standards compliance, which are severe or chronic, may constitute a Material Breach of the Agreement.

Failure to comply with any Response Time Standards performance, or other requirements in this Agreement will result in damage to the LEMSA. It will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and LEMSA agree to the Liquidated Damages specified herein. It is expressly understood and agreed that the Liquidated Damages amounts are not to be considered a penalty but shall be deemed taken and treated as reasonable estimate of the damages to the LEMSA. It is also expressly understood and agreed that LEMSA's remedies in the event of the Contractor's breach or any noncompliance are not limited to this Agreement including the Liquidated Damages provisions. Chronic failure to comply with the Response Time Standards may constitute breach of this Agreement.

- A) Failure to Provide Data to Determine Compliance (Missed On-Scene Notification). Contractor shall pay the County \$500 in Liquidated Damages each and every time an ambulance is dispatched and the ambulance crew fails to report and document the Arrival at Incident Location time. In order to rectify the failure to report an at scene time and to avoid Liquidated Damages, the Contractor may demonstrate to the satisfaction of the LEMSA an accurate at scene time. The LEMSA may waive the Liquidated Damages in its discretion for good cause.

Where an at scene time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time Standard for that call shall be deemed to have exceeded the required Response Time Standard for purposes of determining Response Time Standard compliance.

- B) Failure to Comply with Response Time Standards. County may levy and Contractor shall pay LEMSA Liquidated Damages each and every month that the Contractor fails to comply with the Response Time Standards in each measure, as described in 5.7.C. In the event that there are not 100 responses in any measurement in Section 5.7.C. for that month, County shall determine Response Time Standards compliance and assess Liquidated Damages, as applicable, once there are 100 responses within that measurement in Section 5.7.C. ("Measurement Period").
- C) For calculation purposes, Priorities 1 through 3 shall be combined across densities (i.e. Urban, Rural, and Wilderness), but measured in each density for each Compliance Zone. Priorities 4 through 7 shall be measured based on the entire Service Area. For clarity, there are a total of eight (8) measurements for which liquidated damages may be assessed:
- i) Priority 1-3 Urban, Rural, and Wilderness - Compliance Zone 1
 - ii) Priority 1-3 Urban, Rural, and Wilderness - Compliance Zone 2
 - iii) Priority 1-3 Urban, Rural, and Wilderness - Compliance Zone 3
 - iv) Priority 1-3 Urban, Rural, and Wilderness - Compliance Zone 4
 - v) Priority 1-3 Urban, Rural, and Wilderness - Compliance Zone 5
 - vi) Priority 1-3 Urban, Rural, and Wilderness - Compliance Zone 6
 - vii) Priority 1-3 Urban, Rural, and Wilderness - Compliance Zone 7
 - viii) Priority 4-7 all densities, across Service Area

These Liquidated Damages will be placed into a separate fund to be used for EMS System Enhancements. Liquidated Damages will be applied on a percentage of compliance for each measure described above according to the following schedule:

Figure 2: Liquidated Damages by Compliance Percentage Summary

Priority 1 – 3 Each Compliance Zone		Priority 4 – 7 Service Area	
Compliance %	Liquidated Damages	Compliance %	Liquidated Damages
89.99-89.00	\$5,000.00	89.99-89.00	\$2,500.00
88.99-87.00	\$7,500.00	88.99-87.00	\$5,000.00
86.99-85.00	\$12,500.00	86.99-85.00	\$7,500.00
85.00 or Below	\$15,000.00	85.00 or Below	\$12,500.00

- D) Phase-in of Liquidated Damages Provisions. Liquidated Damages for Response Time Standards noncompliance shall not be assessed until ninety (90) days after the Service Start Date. The LEMSA's goal is to ensure a High-Performance EMS System is in place. This represents a system that has high expectations for Contractor performance rather than one that provides for Liquidated Damages as a normal part of operations. It is anticipated for this Agreement that Contractor will perform above the Response Time Standard and Liquidated Damages will rarely be assessed.

Contractor will implement a Performance Improvement Plan that includes root cause analysis for any Compliance Zone for all Priorities (1 through 7) combined that falls below 90% compliance for any applicable month or Measurement Period. The Performance Improvement

Plan will be reported to and reviewed and approved by the LEMSA before the implementation of a Performance Improvement Plan.

- E) Liquidated Damage Disputes. The LEMSA shall notify Contractor in writing no later than thirty (30) days of the preceding month of any Liquidated Damages. Contractor may appeal to the LEMSA Director in writing within ten (10) Business Days of receipt of notification from the imposition of any Liquidated Damages or regarding LEMSA's Liquidated Damages calculations. Contractor shall pay to the LEMSA within thirty (30) days after Contractor receives an invoice from LEMSA for Liquidated Damages.
- F) Incentive for Superior Clinical Performance. Should the Contractor provide clinical performance above the base standards as outlined in Section 3 of this Agreement, once effective, the LEMSA shall provide a Credit for Liquidated Damages for the same month, pursuant to Section 3.2. This incentive shall only be applied to Liquidated Damages levied for Priority 1 through 3 responses, and any "CODE STEMI", "CODE Stroke", or "CODE Trauma".

SECTION 6 – ADMINISTRATIVE STANDARDS

6.1 COMMUNITY HEALTH STATUS IMPROVEMENT AND COMMUNITY EDUCATION

The Contractor will take significant steps to improve injury prevention and system access through community education programs provided to the school system and community groups. Contractor will plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

Contractor shall ensure the provision of EMS services is done so without prejudice or unconscious bias. By the Operational Implementation Date, Contractor shall: (i) develop internal mechanisms to assess for implicit bias in the provision of EMS delivery; and (ii) develop and maintain internal education and awareness programs to address any perceived or actual deficiencies in this area; and (iii) implement a new Local Underrepresented Community Advisory Committee as described in Contractor's Proposal Section 7.1. LEMSA shall be a member of this committee.

Contractor shall ensure field staff are provided training regarding health inequities, specific to the populations of EMS responses within the County. Additionally, the Contractor shall ensure field staff have access to a 24/7 language translation line that includes all languages spoken within the County. Contractor will work with the LEMSA to ensure the provision of EMS services are conducted in a manner that is equitable, ensuring all those who call for service receive the same level of clinical excellence.

Contractor shall annually plan and implement a definitive and collaborative community education program, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS System's performance, conduct citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness/access, and appropriate utilization of the EMS System, as described in Contractor's Proposal Section 7.1.

The Contractor will provide approximately 1,200 annual community education hours – an average of 100 hours each month – except where the provision of such hours is unfeasible, and upon County's reasonable approval. Contractor shall annually undertake at least one significant project that shall demonstrably improve the health status in the community. Health status improvement programs targeted to "at risk populations" may include but are not limited to: seat belt use, child safety seat use, bike safety program, participation in National Highway Traffic Safety Administration (NHTSA) Safe Communities Program, CPR training, 911 awareness, gun safety,

hunting safety, drowning prevention, equestrian accident prevention, senior safety/fall prevention program, or home hazard inspection program.

The LEMSA will establish an EMS Prevention Program to address the unmet social and health needs of its citizens. Contractor will collaborate with the LEMSA to ensure appropriate referrals are made by Contractor personnel to the program in accordance with written guidance provided by the LEMSA.

Contractor will use its best efforts to obtain external grant funding for health status improvement projects.

6.2 PATIENT EXPERIENCE EVALUATION

- A) Third-Party Patient Experience Surveying. Contractor shall deploy at its own expense a third-party patient experience surveying tool as described in Contractor's Proposal Section 7.2, that provides patients with an opportunity to provide feedback regarding their experience with the Contractor's service. The tool shall provide patient experience performance data for each employee that provided care to patients who completed the survey during the survey period. The tool shall provide a comparison of the Contractor's patient experience performance against other EMS agencies.
- B) Patient Percentage. At a minimum, 5% of patients who receive care from the Contractor shall receive a survey. Businesses and congregate care living facilities may be excluded.
- C) Timeframe. The survey shall be conducted within a commercially reasonable number of calendar days of the Service Start Date and done so separately from the ambulance bill.

6.3 CUSTOMER SERVICE HOTLINE AND COMPLAINT PROCESS

- A) Customer Access Hotline. Contractor shall establish and publish a Customer Access Hotline and complaint process as described in Contractor's Proposal Section 7.3, giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss commendations or suggestions for service improvements. The number may either be answered by a designee or provide an opportunity for the caller to leave a voicemail message.
- B) Number Publication. The hotline number will be available for publication on the LEMSA's website, the Contractor website, publicized at local healthcare facilities, fire stations, and public safety agencies.
- C) Notification. Members of the Contractor's Leadership Team are to be automatically notified via pager/text message of any incoming calls per Contractor's platform as described in Contractor's Proposal Section 7.3. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next Business Day.
- D) Documentation. To the extent possible, a third-party software/service will be utilized. At a minimum, the service shall automatically capture relevant timestamps, document the complaint and the disposition.
- E) Clinical Complaints. Any complaints of a clinical nature shall be immediately reported to the LEMSA via established LEMSA policies.

6.4 EMPLOYEE SAFETY AND WELLNESS

- A) The Contractor shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.
- B) Contractor shall develop and implement by the Operational Implementation Date an infection prevention program that emphasizes aggressive hygiene practices and proactive Personal Protective Equipment donning (e.g., eye protection, gloves, etc.). The Contractor shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.
- C) Contractor shall develop and implement by the Operational Implementation Date an injury prevention program to reduce work injuries such as back injuries with the use of a power assisted gurney and other employee safety measures.

6.5 INTERNAL RISK MANAGEMENT/LOSS CONTROL PROGRAM REQUIREMENTS

Education and intentional prevention of conditions in which accidents occur is the best mechanism to avoid injuries to Contractor staff and patients. Contractor will develop and implement comprehensive health, safety, and loss mitigation program by the Operational Implementation Date, including at a minimum:

- A) Pre-screening of potential employees (including drug testing).
- B) Initial and on-going driver training.
- C) Lifting technique training.
- D) Hazard reduction training.
- E) Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues, and involvement of employees in planning and executing its safety program.
- F) Planning for safety and risk mitigation program that will include, at a minimum:
 - i) Gathering data on all incidents that occur within Contractor workforce.
 - ii) Analyze the data to find causative factors and determine preventive measures.
 - iii) Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.
 - iv) Gather safety information as required by law.
 - v) Implement training and corrective action on safety related incidents, as required by law.
 - vi) Provide initial and on-going training on those practices and interventions.
 - vii) Provide safe equipment and vehicles.
 - viii) Monitor the results of employee compliance or non-compliance with the safety plan and refine the plan as new information becomes available.

6.6 COMMUNICABLE DISEASES, SAFETY, AND PREVENTION

- A) The Contractor shall have a Communicable Disease Policy that complies with all California Occupational Safety and Health Administration ("Cal-OSHA") requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, Personal Protective Equipment, and universal precautions.
- B) Contractor shall make available at no cost to its employees all currently recommended and required immunizations and health screening to its high-risk personnel.
- C) Contractor shall assign a locally employed Communicable Disease point-of-contact with investigative rights, as outlined in LEMSA policy.

6.7 KEY PERSONNEL

- A) The Contractor shall have a management staffing plan to oversee all aspects of Ambulance Service including administration, operations, continuing education, clinical quality improvement, record keeping, and field supervision. Contractor shall provide the qualifications, including resumes, and provide job descriptions for all management, clinical, and supervisory personnel for the Ambulance Services, upon County's or LEMSA's request.
- B) Required management positions locally employed and assigned within Santa Barbara County shall include:
 - i) Operations Manager/Director: A full-time individual dedicated specifically to oversee EMS Operations in Santa Barbara County as their primary role. This individual shall have significant prior experience managing a large, high- performance 9-1-1 emergency medical services system.
 - ii) Clinical Manager: A paramedic or nurse with extensive experience in emergency and critical care with experience working clinically sophisticated 9-1-1 ALS emergency Ambulance Services system. This individual shall be full-time and dedicated to Santa Barbara County, and shall be responsible for day-to-day clinical oversight of all of Contractor's clinical services, including clinical investigations, new hire orientation, initial and continuing education, employee development, clinical quality assurance, and continuous quality improvement. The Clinical Manager or his or her designee will be immediately available to field personnel.
 - iii) Contractor Medical Director: An EMS Board Certified Physician. This individual shall participate in provider CQI, education and training, and be accessible to field employees. This individual is not required to be a full-time employee of the Contractor.
 - iv) Administrative Supervisor: Contractor shall utilize an administrative supervisor to serve as the administrative point of contact and provide any administrative services for Contractor. The administrative supervisor cannot be in the field while acting as the administrative supervisor.
 - v) Field Supervisors: Contractor shall utilize 6 field supervisors for the direct supervision of field personnel. These individuals will ensure that field personnel maintain the highest level of professionalism, patient care, and customer service for all services provided.
 - a) These individuals shall be credentialed by the LEMSA as paramedics.

- b) There shall be an appropriate number of Field Supervisors to cover the geography with a reasonable span of control and provide an immediate response for field incidents.
- c) Contractor shall have a written program which clearly describes the eligibility criteria, training, roles, and responsibilities of field supervisors.
- d) On-duty Field Supervisors shall not regularly be scheduled on ambulances and shall be available to and cooperate fully with the LEMSA and EMS System partners.
- e) First Responder Liaison: Contractor shall designate from among its employees a single individual as its contact person/liaison for the First Response agencies within the Service Area.
- f) The Contractor shall identify who within the organization's management staff has Investigative Authority.

6.8 REPORTS REQUIRED

Unless otherwise stated, the Contractor shall provide, within ten (10) Business Days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. Contractor shall document and report to the County electronically or in writing in a form approved by the LEMSA Director. Response Time Standard compliance and customer complaints/resolutions shall be reported monthly in a manner approved by the LEMSA.

Reports shall include, at a minimum.

A) Clinical.

- i) Clinical Scorecard.
- ii) Continuing education reports (Annually).
- iii) Summary of clinical inquiries and resolutions.
- iv) Other QI statistical information reported as requested by the LEMSA Medical Director.

B) Operational.

- i) Summary of periodic and temporary unit/deployment changes.
- ii) Summary of any operational issues.
- iii) Summary of systemic errors that impacted service delivery: SSP error; Communication/Technological system errors; and other relevant issues.
- iv) Summary of interrupted calls due to vehicle/equipment failures
- v) Community education events (Annually).
- vi) PR activities and government relations report (Annually)

vii) Other reports as requested by the LEMSA.

C) Administrative.

i) Financial Report, to be conducted Quarterly (unaudited financial and loss statement).

ii) Yearly audited financial report.

iii) Billing Report, to be conducted Quarterly: Ambulance Bill Collection rate; and number of patients sent to collections.

iv) Patient Satisfaction Report.

v) Customer Hotline Report.

vi) Personnel Report, to be conducted Quarterly: List of active paramedics and EMTs; and attrition report.

vii) Other reports as requested by the LEMSA.

viii) Yearly joint presentation (with the LEMSA) to the County Board of Supervisors.

6.9 PARTICIPATION IN SYSTEM DEVELOPMENT AND FUTURE SYSTEM ENHANCEMENTS

The LEMSA anticipates further development of its EMS System and regional efforts to enhance disaster and mutual-aid response. The LEMSA requires that its Contractor actively participate in regional EMS activities and work groups. Contractor agrees to participate and assist in the development of system changes subject to negotiated costs, if any.

Contractor shall participate in studies to determine the efficacy and financial viability of implementing preventative services and alternative solutions that match individual healthcare needs with efficacious and fiscally responsible service for aging, at-risk, and mental health patient populations.

Preventative services and alternative solutions include but are not limited to: communications center nurse triage systems, clinical computerized decision support systems, community paramedic programs, alternative destination procedures, "Treat No Transport" protocols, and field telehealth use. All services, solutions and programs shall be medically guided, approved by the LEMSA Medical Director, and shall have a comprehensive evaluation process to assess patient outcomes to ensure employee and patient safety. Any solution requiring communications center systems, if implemented, shall use EMD protocols and shall be approved by the LEMSA Medical Director.

SECTION 7 – REGULATORY COMPLIANCE AND FINANCIAL STANDARDS

7.1 FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS

Contractor shall comply, and shall ensure that its subcontractors, officers, agents, and employees comply, with all Applicable Law in performance of its obligations under this Agreement, including for operation of its enterprise, Ambulance Services, and with respect to its personnel.

- A) Medicare Compliance Program Requirements. Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing, and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255). In addition, on April 24, 2023, the OIG announced its plans to improve and update existing compliance program guidance documents (CPGs). Contractor agrees to comply with any CPGs and supplemental CPGs for Ambulance Suppliers that OIG may issue after the start of this Agreement.
- B) HIPAA Compliance Program Requirements. Contractor will implement a comprehensive plan and develop the appropriate policies and procedures, and shall at all times comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. The three major components of HIPAA include: Standards for Privacy and Individually Identifiable Health Information; Health Insurance Reform: Security Standards; and Health Insurance Reform Standards for Electronic Transaction Sets and Code Standards.

Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA rules and regulations, will be reported immediately to the LEMSA/County, along with Contractor's actions, to mitigate the effect of such violations.

7.2 STATE AND LOCAL REGULATIONS

Contractor shall comply, and shall ensure that its subcontractors, officers, agents, and employees comply, with all Applicable Law for businesses, Ambulance Services, and those associated with employees including but not limited to the California Confidentiality of Medical Information Act (Cal. Civ Code §§ 56 et seq.). Contractor shall also comply, and shall ensure that its subcontractors, officers, agents, and employees comply, with LEMSA policies, procedures, and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by Medi-Cal, Medicare, and any other local, state or federally funded programs.

7.3 FINANCIAL MATTERS

The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges. As required by applicable laws, the County shall provide and publish the rates to the public and the State.

- A) Patient Charges. Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates provided in this Agreement. The current rates for the remaining calendar year of 2025 are included in Appendix 3 as attached hereto and incorporated herein by this reference.

In accordance with California legislation on rates and balance billing, i.e., AB716, the County and LEMSA find that regulating ambulance service fees is necessary to ensure availability, sustainability, and adequacy of ambulance services in the County. The fees set forth in this Agreement are established and approved by the County and LEMSA exercising sound legislative judgment and shall be the only fees to be charged and collected in the County for both private and public ambulances. Except for compassionate care, the rates set forth in this Agreement shall be the County mandated rates and the Contractor shall charge and collect these fees.

B) Patient Charge Increases.

- i) Annual Rate Adjustment: The rates shall be increased on January 1 of each year starting January 1, 2026 to adjust for inflation upon approval of LEMSA. No later than forty-five days prior to each adjustment date, the Contractor shall provide LEMSA with a proposed user fee adjustment. The percentage increase to adjust for inflation and payer classes (i.e., the fact that a dollar of rate increase typically yields less than thirty cents) shall be calculated using the following indices:

The percentage increase in the average CPI of the following Consumer Price Index factors for All Urban General Consumers (CPI-U) and the Medical Care Services of the Commodities and Services Group on the Consumers Price Index for All Urban Users, Los Angeles, Orange, and Riverside counties index, as compiled and reported by the Bureau of Labor Statistics for the previous 12-month period last for which published figures are then available:

50 percent of the CPI – Medical Care Index
50 percent of the CPI – All Urban General Consumers (CPI-U)

Each payer class will be weighted. This will account for the historical nominal increases from government payers and Contractor's relative ability to collect increased rates from fixed government payors. Notwithstanding, after application of the calculation, the rate increase shall be at least four percent (4%) capped at a maximum of eight percent (8%).

The formula is set forth in the table below. The numbers are for illustration purposes only.

Payer Class	Contractor Payor Mix	Payer Class Annual Increase	Percent of CPI = (Index ÷ Area CPI)	Weighted Net Collections = (Payor Mix X Percent of CPI)
Medicare	53.5%	2.00%	66.7%	35.7%
Commercial Insurance & Other Payers	19.5%	3.00%	100.0%	19.5%
Self-Pay	8.0%	0%	0.0%	0.0%
Medicaid	19.0%	0%	0.0%	0.0%
Sum of Weighted Payer Mix Collections:				55.2%
Area CPI Increase				3.0%
Adjusted Allowable Annual Rate Increase (Area CPI ÷ Sum of Weighted Payer Mix Collections):				5.4%
3.00%	CPI for Los Angeles, Orange, and Riverside 50 percent of the CPI – Medical Care Index and 50 percent of the CPI – All Urban General Consumers (CPI-U)			
2.00%	Medicare ambulance allowed annual inflator			

0.0% Medicaid ambulance allowed annual inflator

- ii) At any time during the term of this Agreement, in the event that significant changes occur within the EMS System or that impact the provision of EMS service within the Exclusive Operating Area that substantially impacts the Contractor's costs of providing Ambulance Services, Contractor may request the County Board of Supervisors to approve increases in charges to patients to mitigate the financial impact of such system financial changes.
 - iii) In the event that the Contractor's annual net profit exceeds eight percent (8.0%) in any calendar year, the Parties shall perform a prospective evaluation of the emergency medical services system, financial sustainability and determine whether any adjustment on rates, costs, or wages may be necessary.
- C) Patient Charge Reduction. The Parties shall from time-to-time discuss under what circumstances its proposed rate would be reduced or alternatively under what circumstances excess funds would be reinvested in the EMS system's development.
- D) Annual Reimbursement Adjustment to County. The reimbursements shall be increased on January 1 of each year starting January 1, 2026 to adjust for inflation upon approval of LEMSA. The percentage increase to adjust for inflation shall be calculated using the following indices:

The percentage increase in the average CPI of the following Consumer Price Index factors for All Urban General Consumers (CPI-U) and the Medical Care Services of the Commodities and Services Group on the Consumers Price Index for All Urban Users, Los Angeles, Orange, and Riverside counties index, as compiled and reported by the Bureau of Labor Statistics for the previous 12-month period last for which published figures are then available:

50 percent of the CPI – Medical Care Index
50 percent of the CPI – All Urban General Consumers (CPI-U).

7.4 BILLING/COLLECTION SERVICES

Contractor shall maintain a physical business presence within the County of Santa Barbara. Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall: automatically generate Medicare and Medi-Cal statements; be capable of responding to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

Contractor shall make no attempts to collect its fees at the time of service.

7.5 BILLING SYSTEM PROFESSIONALISM AND REGULATORY COMPLIANCE

Contractor shall conduct all billing and collection functions for the EMS System in a professional and courteous manner and in accordance with Applicable Law.

7.6 ACCOUNTING PROCEDURES

- A) Invoicing and Payment for Services. The LEMSA shall render its invoice for any fines, Liquidated Damages, or other fees to the Contractor within ten (10) Business Days of the end of each Quarter (calendar year). The Contractor shall pay LEMSA on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts shall be resolved in this

thirty-day period. If they have not been resolved to the LEMSA or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

- B) Audits and Inspections. Contractor shall maintain separate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles. With reasonable notification and during normal business hours, LEMSA shall have the right to review any and all business records including financial records of Contractor pertaining to the Agreement. All records shall be made available to LEMSA at their local office or other mutually agreeable location. The LEMSA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.

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

Contractor will provide LEMSA with periodic report(s) in the format approved by LEMSA to demonstrate billing compliance with approved/specified rates.

In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

7.7 INSURANCE & INDEMNITY PROVISIONS

Contractor shall keep in effect and abide by indemnity and insurance requirements in Appendix 4, as attached hereto and incorporated herein by this reference, during the entire term this Agreement and any extension or modification of this Agreement.

7.8 PERFORMANCE SECURITY

Contractor shall post a performance bond in the amount of two million five hundred thousand dollars (\$2,500,000) to secure its performance hereunder. Such performance bond may consist of a surety bond issued by a licensed surety. The following shall be the conditions precedent before the County may draw on the performance security: (i) the County declares Contractor in Material Breach; (ii) the Contractor fails to cure the Material Breach within the Cure Period (as defined in Section 8.3) or the Material Breach cannot reasonably be cured in the Cure Period; and (iii) the County has provided Contractor with written notice to terminate this Agreement per Section 8.3 and the Agreement terminates. Notwithstanding in this Agreement or this Section 7.8, the performance security may not be drawn or called for any actions or omissions, in whole or in part, of Santa Barbara County Fire Protection District.

Contractor's performance bond shall be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

7.9 CONTRACTOR REIMBURSEMENT OF COUNTY EXPENDITURES

A) Contractor Costs to Provide Reimbursement of County Expenditures.

Contractor shall reimburse the County annually (pro-rated for any partial calendar year and a credit will be given to Contractor for any pre-paid amounts under the parties prior agreement) for up to \$3,989,831 to cover its actual costs for dispatch services, medical director, LEMSA QI processes and system oversight, including operation of the LEMSA, and the provision of Emergency Dispatch Services, but excluding the EMS Clinical and Technical Enhancement Fund, ("County Services"); *provided, however*, that Contractor may separately arrange for the payment of County Services by Santa Barbara County Fire Protection District pursuant to the subcontract described in Section 8.8(c)(ii).

County represents and warrants that the actual payments made by Contractor to County for County Services shall be less than or equal to the County's actual costs to provide County Services. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute

All payments shall be made in the manner outlined in Section 7.6 of this Agreement.

B) EMS Clinical and Technical Enhancement Fund.

The EMS Clinical and Technical Enhancement Fund contribution shall be \$43,678.75 for the first calendar year (pro-rated in accordance with Section 7.9.A), and shall be adjusted annually in accordance with the rate increase process as outlined in Section 7.3 of the Agreement.

LEMSA will manage the EMS Clinical and Technology Enhancement Fund. The EMS Clinical and Technology Enhancement Fund shall directly benefit the EMS System, and LEMSA shall consult with Contractor prior to utilization of any funds. The intent of the fund is to provide system enhancements. LEMSA will report on this fund as a part of the Board of Supervisors Report, as outlined in Section 7.6 of this Agreement.

All payments shall be made in the manner outlined in Section 7.6 of this Agreement.

SECTION 8 – DEFAULT, TERMINATION AND OTHER GENERAL PROVISIONS

8.1 CONTINUOUS SERVICE DELIVERY

Contractor expressly agrees that, in the event of a Material Breach or by Contractor or termination by County under this Agreement, Contractor will work with the LEMSA to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such Material Breach or termination. Contractor agrees that there is a public health and safety obligation to assist LEMSA in every effort to ensure uninterrupted and continuous service delivery in the event of a Material Breach, even if Contractor disagrees with the determination of Material Breach or disputes the determination of Material Breach. Notwithstanding anything in this Agreement or this

Section 8, the County may not call Contractor in default or Material Breach for any actions or omissions, in whole or in part, of Santa Barbara County Fire Protection District.

8.2 DEFAULT AND PROVISIONS FOR TERMINATION OF THE AGREEMENT

A) Definitions of Material Breach. Conditions and circumstances that shall constitute a Material Breach by Contractor shall include the following:

- i) Continued failure of Contractor to operate the Ambulance Service system in a manner which enables LEMSA or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and local laws, rules, and regulations. Minor infractions of such requirements shall not constitute a Material Breach, but willful and repeated breaches shall constitute a Material Breach;
- ii) Continued falsification of data supplied to LEMSA and/or the State of California by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under this Agreement;
- iii) Continued failure by Contractor to maintain equipment in accordance with good maintenance practices;
- iv) Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
- v) Continued attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent procurement cycle;
- vi) Continued attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- vii) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- viii) Continued failure of Contractor to comply with approved rate setting, billing, and collection procedures;
- ix) Failure of Contractor to maintain a 90% aggregate Response Time Standard performance level system-wide throughout the Service Area for any three (3) consecutive months or any four (4) non-consecutive months during a calendar year;
- x) Failure of Contractor provide and maintain the required insurance and performance security bond;
- xi) Failure of Contractor to comply with the vehicle provisions;
- xii) Contractor's action or inaction in the performance of this Agreement that causes an imminent threat to the general public health and safety.
- xiii) Failure to cure three (3) minor breaches of the same nature and circumstances after written notice from the LEMSA of each minor breach and an opportunity to cure the minor breach.
- xiv) Continued and repeated material breaches of Contractor's backup provisions.

- B) Upon written notice from the LEMSA of a Material Breach, Contractor shall have a period of thirty (30) days to cure the Material Breach to the satisfaction of County ("Cure Period"), unless such Material Breach cannot reasonably be cured within the Cure Period. A Material Breach cannot be cured within the Cure Period if the Cure Period would present an imminent threat to the general public health and safety.

8.3 TERMINATION

- A) Failure to Perform. LEMSA, upon written notice of a Material Breach to Contractor under Section 8.2, may terminate this Agreement if the Material Breach is not cured to County's satisfaction within the Cure Period, or the Material Breach cannot reasonable be cured within the Cure Period. In the event of such termination, LEMSA may proceed with the work in any reasonable manner it chooses. The cost to LEMSA of completing Contractor's performance shall be deducted from the Contractor's performance bond without prejudice to LEMSA rights otherwise to recover its damages.
- B) Upon termination for any reason, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain.

8.4 EMERGENCY TAKEOVER

In the event that Contractor is in Material Breach of the standards of performance set forth in the Agreement which the LEMSA and the County Board of Supervisors determines represents an imminent threat to public health and safety, County shall have the right to declare a Cardinal Default of the Agreement as set forth below; provided, however, that the County Board of Supervisors determination is not required where the LEMSA reasonably believes that delaying Emergency Takeover to obtaining such a determination itself will present an imminent threat to public health and safety.

In the event of a Cardinal Default, LEMSA shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the Cardinal Default. Contractor shall have the right to cure such Cardinal Default within seven (7) calendar days of receipt of such notice ("Cardinal Default Cure Period"), unless such Cardinal Default Cure Period presents an imminent threat to public health and safety. Within twenty-four (24) hours of receipt of such notice, Contractor shall deliver to LEMSA, in writing, a plan of action to cure such Cardinal Default within the Cardinal Default Cure Period. If Contractor fails to cure such Cardinal Default within the Cardinal Default Cure Period (with such failure to be determined in the sole and absolute discretion of LEMSA), or LEMSA in its sole and absolute discretion determines that the Cardinal Default Cure Period presents and imminent threat to the public's health and safety, or Contractor fails to timely deliver the cure plan to the LEMSA/County's satisfaction, LEMSA may take-over Contractor's operations ("Emergency Takeover"). Contractor shall cooperate completely and immediately with LEMSA to affect a prompt and orderly transfer of all responsibilities to LEMSA.

Contractor shall not be prohibited from disputing any such finding of Cardinal Default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate Emergency Takeover of operations by the LEMSA. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Cardinal Default has occurred shall be initiated and shall take place only after the Emergency Takeover has been completed.

Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and Cardinal Default and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of Cardinal Default was made in error. However, failure on the part of Contractor to cooperate fully with the LEMSA to affect a smooth and safe Emergency Takeover, shall itself constitute a Material Breach of the Agreement.

In the event LEMSA determines that a Material Breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the Material Breach is, in the opinion of the County Health Director, such that public health and safety are endangered, the matter shall be presented to the County Board of Supervisors. If the County Board of Supervisors concurs that a Material Breach has occurred and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with LEMSA to affect an immediate Emergency Takeover by LEMSA of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than 72 hours after the County Board of Supervisors' action.

In the event of an Emergency Takeover, Contractor shall deliver to LEMSA ambulances and associated equipment used in performance of this Agreement, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS or BLS ambulances in accordance with LEMSA Policies and Procedures.

During LEMSA's Emergency Takeover of the ambulances and equipment, County and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to Contractor shall be equal to fair market value. The County Auditor-Controller shall disburse these payments directly to Contractor or Contractor's obligee, if any.

Nothing herein shall preclude LEMSA from seeking to recover from Contractor such rental and debt service payments as elements of damage from a Material Breach. Contractor shall not be precluded from disputing the findings or the nature and amount of LEMSA's damages, if any, through litigation. However, failure on the part of Contractor to cooperate fully with LEMSA to affect a safe/smooth Emergency Takeover of operations shall itself constitute a Material Breach of this Agreement, even if it is later determined that the original declaration of Material Breach was made in error.

LEMSA agrees to return Contractor's vehicles and equipment to Contractor in good working order, normal wear and tear excepted, at the end of the Emergency Takeover period. For any of Contractor's equipment not so returned because of destruction or loss, LEMSA shall pay Contractor fair market rental value of vehicle and equipment at time of the Emergency Takeover, less normal wear and tear, or shall pay Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

LEMSA may unilaterally terminate the Emergency Takeover period at any time and return facilities and equipment to Contractor. The Emergency Takeover period shall last, in LEMSA's judgment, no longer than is necessary to stabilize the EMS System and to protect the public health and safety by whatever means LEMSA chooses.

All of Contractor's vehicles and related equipment necessary for provision of services pursuant to this Agreement are hereby leased to LEMSA/County during an Emergency Takeover period. Contractor shall maintain and provide to LEMSA/County a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide services hereunder shall be reported to LEMSA within 30 days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of Emergency Takeover provisions contained herein to lien holder(s) within 5 days of an Emergency Takeover.

8.5 TRANSITION PLANNING

- A) Competitive Procurement Required. Contractor acknowledges that LEMSA intends to conduct a competitive procurement process for the provision of Ambulance Services within the County prior to the expiration of this Agreement. Contractor acknowledges and agrees that County may select a different ambulance service provider to provide exclusive Ambulance Services within the area specified herein following said competitive procurement process. Contractor agrees to not interfere or otherwise impede LEMSA's competitive procurement processes.
- B) Future Procurement Cycles. Contractor acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS System have a reasonable expectation of long-term employment in the system, even though contractors may change. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing contractors, and shall allow without penalty its employees to sign contingent employment agreements with competing contractors at employees' discretion. Contractor may prohibit its employees from assisting competing contractors in preparing bid Proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

8.6 COUNTY'S REMEDIES

If conditions or circumstances, constituting a default or breach as set forth in in this Agreement exist, LEMSA/County shall have all rights and remedies available at law and in equity under this Agreement, specifically including but not limited to the right to terminate the Agreement; the right to pursue Contractor for damages; and, the right of Emergency takeover as set forth in in this Agreement. LEMSA/County's remedies shall be in addition to any other remedy available to the LEMSA/County.

8.7 "LAME DUCK" PROVISIONS

Should the Agreement not be renewed, extended, or if early termination, Contractor agrees to continue to provide all services required in and under the Agreement until the LEMSA or a new entity assumes service responsibilities; provided that the new entity, LEMSA, and/or County shall use commercially reasonable efforts to minimize interference and disruption of Contractor's operations and employee relations. Under these circumstances Contractor will serve as a lame duck Contractor. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

- A) Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
- B) Contractor shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of the Agreement;
- C) LEMSA recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. LEMSA shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.

- D) Should the LEMSA select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence.

8.8 GENERAL REQUIREMENTS, ALLOWANCES, RESTRICTIONS

- A) Annual Performance Evaluation. The LEMSA and/or an independent programmatic review entity under contract to the LEMSA may evaluate the performance of the ambulance Provider on an annual basis. An evaluation report will be provided to the County Board of Supervisors. The following criteria, at a minimum, should be included in the performance evaluation: Response Time Standards have been met at or above the minimum requirements in this Agreement; Clinical performance standards have been met at or above the minimum requirements in this Agreement; Innovative programs to improve system performance have been initiated; and a stable work force has been maintained and there have been documented efforts to minimize employee turnover.
- B) Assignment. Contractor shall not assign any portion of this Agreement for services to be rendered without written consent first obtained from the LEMSA and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the LEMSA shall not convey any rights to the assignee. Notwithstanding, the LEMSA shall not unreasonably withhold its permission in response to a request to transfer this Agreement to an entity that may seek to acquire the Contractor so long as that entity meets the minimum service qualifications established herein, agrees to the terms of this Agreement, and is otherwise deemed acceptable by the County/LEMSA.
- C) Subcontracting.
- i) General. Contractor may not use any subcontractor to perform any of Contractor's obligations under this Agreement unless (a) Contractor has obtained the prior written consent of the LEMSA to the use of the subcontractor; and (b) Contractor has entered into a separate written agreement with the subcontractor which requires the subcontractor to agree to and abide by all the terms and conditions of this Agreement. The LEMSA shall be deemed to be a third-party beneficiary of any such agreement between Contractor and a permitted subcontractor. Except as set forth in this Agreement, Contractor shall not be relieved of any of its duties or obligations under this Agreement as a result of entering into a written agreement with a permitted subcontractor.
 - ii) Pre-Approved Santa Barbara County Fire Protection District Subcontract. Notwithstanding and as set forth in a separate subcontractor agreement, attached hereto as Appendix 7, the County has approved Contractor to subcontract with the Santa Barbara County Fire Protection District to be a subcontractor to Contractor in Compliance Zone 4 and Compliance Zone 6 of Appendix 2 during the term of this Agreement, subject to Santa Barbara County Fire Protection District's and Contractor's agreement to do so. The subcontract requires Santa Barbara County Fire Protection District to meet all applicable requirements of this Agreement in Compliance Zone 4 and Compliance Zone 6, including but, not limited to, response times, penalties, rates, and staffing. The Contractor as the prime contractor shall maintain oversight under this Agreement over Santa Barbara County Fire Protection District. The County may assess Liquidated Damages or provide Credits for any actions or omissions, in whole or part, relating to Compliance Zone 4 and Compliance Zone 6 to the Santa Barbara County Fire Protection District and Contractor will pass along those Liquidated Damages and Credits to Santa Barbara County Fire Protection District. Further, the County shall not terminate this Agreement for any actions or omissions, in whole or part, of Santa Barbara County Fire Protection District. Additionally, Santa

Barbara County Fire District shall be responsible and liable for its services provided under the subcontractor agreement. Santa Barbara County Fire Protection District shall indemnify Contractor to the same degree, standards, and manner that Contractor has indemnified County in Appendix 4 for the actions or omissions of Santa Barbara County Fire Protection District.

- D) Permits and Licenses. Contractor shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under this Agreement. In addition, Contractor shall make all necessary payments for licenses and Permits for the services and for issuance of state Permits for all Ambulance vehicles used. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state, and local requirements for Permits and licenses as necessary to provide the services. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.
- E) Compliance with Laws and Regulations. All services furnished by Contractor under this Agreement shall be rendered in full compliance with all Applicable Law, including LEMSA policies, procedures, and protocols. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all Applicable Law that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.
- F) Private Work. Contractor shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement.
- G) Retention of Records. Contractor shall retain all documents pertaining to this Agreement for five (5) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the LEMSA/County, the State of California, and the United States Government.
- H) Product Endorsement/Advertising. Contractor shall not use the name, logos, or seals of the LEMSA or the County for the endorsement of any commercial products or services without the expressed written permission of LEMSA or the County.
- I) Observation and Inspections. LEMSA representatives will, at any time, and without notification, directly observe Contractor's operations of the dispatch center, maintenance facility, or any Ambulance post location. A LEMSA representative may ride as "third person" on any of Contractor's Ambulance units at any time, provided, that in exercising this right to inspection and observation, LEMSA representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties, and shall at all times be respectful of Contractor's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by the LEMSA, LEMSA representatives may observe Contractor's office operations, and Contractor shall make available to LEMSA for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to the Agreement. LEMSA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, subcontracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for LEMSA to fulfill its oversight role.

- J) Omnibus Provision. Contractor understands and agrees that for four (4) years following the expiration or termination of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.
- K) Small Business Utilization. Contractor shall consider and make good faith efforts to engage small businesses, women, and minority owned firms in its purchasing and subcontracting arrangements.
- L) Relationship of the Parties. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and Contractor.
- M) Rights and Remedies not Waived. Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without further compensation than that provided for herein. The acceptance of work under this Agreement and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Agreement. In no event shall payment of consideration by LEMSA constitute or be construed to be a waiver by LEMSA of any default or covenant or breach by Contractor. LEMSA's payment shall in no way impair or prejudice any right or remedy available to LEMSA with respect to such default or covenant or breach.
- N) Consent to Jurisdiction. Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in the County of Santa Barbara, California.
- O) End-term Provisions. Contractor shall have ninety (90) days after termination or expiration of the Agreement in which to supply the required financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.
- P) Notice of Litigation. Contractor shall notify LEMSA within twenty-four (24) hours of any material litigation related to this Agreement or Contractor's performance hereunder of which Contractor is aware.
- Q) Changes Requested By LEMSA. Notwithstanding any other provision set forth herein, the Contractor recognizes the LEMSA's regulatory oversight and authority over the emergency medical services system. The Contractor recognizes that the LEMSA may need to direct changes to the EMS System to improve delivery, or advance the EMS System. This outlines a process when the LEMSA requests initiates a change to performance, equipment, technology, vehicles, research, practices, protocols, policies, or other requirements established at the inception of the Agreement. Excluding any LEMSA policies, procedures, protocols, LEMSA Medical Director's medical control, or as required by Applicable Law, including State EMS guidelines, the LEMSA shall send written notice to Contractor to meet and confer on the proposed change, the impact of the change and discuss the costs of the change, funding for the change, rate adjustment, a subsidy, operational changes, or other considerations. If the parties cannot negotiate a mutually acceptable resolution to the LEMSA requested change within thirty (30) days, either party may appeal to the County Public Health Director to provide direction and no such change shall be effective prior to the County Public Health Director's direction.

- R) Designated Representative. Lars Seifert, Deputy Director of Operations, at phone number (805) 681-5100 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dave Schierman, Director of Operations at phone number 805.688.1774 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. Notice to the either parties designated representative shall not serve as Notice pursuant to Section 8.8.S.
- S) Notices. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: EMS Agency Director
County of Santa Barbara Public Health Department
300 North San Antonio Road
Santa Barbara, CA 93110

With Mandatory Copy To (which shall not constitute notice):

County Counsel
Office of County Counsel
105 E. Anapamu St., Suite 201
Santa Barbara, CA 93101

To CONTRACTOR: Regional Director
American Medical Response West
240 East Highway 246, Suite 300
Buellton, CA 93427

With Mandatory Copy To:

c/o Law Department
Global Medical Response, Inc.
4400 State Highway 121
Suite 700
Lewisville, Texas 75056

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

- T) Independent Contractor. It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable

and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

- U) Debarment and Suspension. Contractor represents and warrants to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or local government contracts or any federal, state or local health care program, including but not limited to Medicare and Medi-Cal. Contractor represents and warrants that it shall not contract with a subcontractor that is so debarred, suspended or otherwise excluded or ineligible.
- V) Taxes. Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
- W) Conflict of Interest. Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.
- X) Section Headings. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- Y) Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- Z) Remedies Not Exclusive. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
- AA) Time Is of The Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.
- BB) No Waiver of Default. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power

and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

- CC) Entire Agreement. This Agreement, including all Appendices and Attachments hereto, and those portions of Contractor's Proposal expressly referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereof. For clarity and to avoid doubt, any requirements, obligations, or liabilities under any prior emergency medical services agreements between the parties, including the Prior Agreement, are terminated and of no further force and effect as of the Service Start Date.
- DD) Amendment. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
- EE) Execution of Counterparts. This Agreement may be executed in any number of counterparts, including electronically, and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
- FF) Authority. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.
- GG) Survival. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

[Signature page and appendices follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective February 11, 2025.

ATTEST:

Mona Miyasato
County Executive Officer,
Clerk of the Board

By: Shirley daGuerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

Laura Capps
Chair of the Board of Supervisors

By: [Signature]
Chair, Board of Supervisors
Date: 2-11-25

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami
Public Health Department Director

By: DocuSigned by: Mouhanad Hammami
4F9DA0211220440...
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Signed by: [Signature]
A99ED58D71B04FD...
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: DocuSigned by: [Signature]
2DC569DD4D094B4...
Deputy County Counsel

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Management

By: DocuSigned by: Gregory Milligan
06F656F00260466...
Risk Management

APPROVED AS TO FORM:

Interim LEMSA Director

By: Signed by: Vincent Pierucci
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CONTRACTOR:

American Medical Response West

By: DocuSigned by: Sean Russell
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Sean Russell, Region President

APPENDIX 1 – DEFINITIONS

Terms not defined herein shall be defined by and construed to be in accordance with the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Cal. Health & Saf. Code §§ 1797 et seq.)

Advanced Life Support (ALS) means special services designed to provide definitive prehospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Against Medical Advice (AMA) means patients refusing treatment and/or transport against the advice of the prehospital provider.

Agreement means this Agreement between the County and Contractor for Ambulance Services in the Service Area.

ALS Unit means an ambulance especially equipped to provide Advanced Life Support services, staffed by at least one Emergency Medical Technician and one Paramedic.

Ambulance means any vehicle specially constructed, modified or equipped and used for transporting sick, injured, or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Service means furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance.

Ambulance Patient Offload Delay (APOD) means the delay beyond the LEMSA-approved benchmark that can occur when transferring care of a patient from emergency service personnel to hospital emergency department staff. APOD exemptions can be considered only when certain contract defined time parameters are exceeded beyond the reasonable control of the Contractor.

Arrival at Incident Location (“at scene”) means the second an ambulance notifies the County Designated Communications Center that it has stopped at the scene of an incident and that the ambulance can go no further towards the scene of the incident. In cases of response to hazmat incidents or incidents involving a law enforcement agency wherein there is reason to believe the scene to be unsafe, the response time clock shall be stopped the second upon arrival at a designated staging area proximate to the scene.

Applicable Law means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, policies, guidance, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority, in each case to the extent such items have the force of law as applied to the applicable person or entity, and in accordance with any amendments or revisions thereof.

Automatic Vehicle Location System means the system of device that makes use of the Global Positioning System (GPS) to enable remotely tracking and displaying the location of fleet vehicles by using the Internet. These systems combine GPS technology, cellular communications, street-level mapping, and an intuitive user interface.

Basic Life Support (BLS) means services designed to provide definitive prehospital emergency medical care as defined in Health and Safety Code Section 1797.60., including emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day means Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

California Division of Occupational Safety and Health Division (CAL/OSHA) means the State Division that protects and improves the health and safety of working men and women in California.

Center for Medicare and Medicaid Services (CMS) means the federal agency responsible for regulating payments and other high-level policies for Ambulance Services.

Certificate means a specific document issued to an individual denoting competence in the named area of prehospital service as defined in Health and Safety Code Section 1797.61.

Computer Aided Dispatch (CAD) means the hardware and software systems used by the County and the Contractor to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation, and real time maintenance of incident database, and providing management information.

Consumer Price Index (CPI) means a measure of the average change over time in the price paid by urban consumers for a market base of consumer goods and services.

Contractor means American Medical Response West, d/b/a American Medical Response (AMR).

County means the County of Santa Barbara, California.

Density means density or a concentration of population for a particular area in the Service Area as currently identified within a Compliance Zone. For the avoidance of doubt, the LEMSA may reclassify densities from time to time in accordance with historical and past practices for Urban, Rural and Wilderness densities, and this Agreement shall refer to the then-existing density classification.

Deployment means the procedures by which ambulances are distributed throughout the Service Area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Emergency Medical Services Plan means a plan for the delivery of emergency medical services consistent with state guidelines addressing the components listed in Health and Safety Code Section 1797.103.

EMS Prevention Program means that program operated by the County to help improved access and reduce emergency response demand among at risk population groups within the County.

EMS Area means the geographical area within the jurisdiction of the designated LEMSA.

EMS System means specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery in an EMS Area of medical care services under emergency conditions, as defined in Health and Safety Code Section 1797.78.

Emergency Medical Dispatch (EMD) means a person in the employ of or acting under the control of a private or public agency who receives calls requesting emergency medical services and administers emergency medical dispatch protocols approved by the LEMSA Medical Director.

Emergency Medical Technician (EMT) means an individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

Emergency Medical Technician-I (EMT-I) means an individual as defined in Health and Safety Code Section 1797.80.

Emergency Medical Technician-Paramedic (EMT-P or EMT-Paramedic) means an individual as defined in Health and Safety Code Section 1797.84.

First Responder means any employee of a state or local public agency who provides emergency response services, including any peace officer, firefighter, paramedic, emergency medical technician, public safety dispatcher, or public safety telecommunicator.

FirstWatch means that commercially available suite of software used to independently monitor and report response times and other clinical factors.

Global Positioning System (GPS) means a system that utilizes satellite data to determine location.

Governmental Authority means federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force or law), or any court or tribunal of competent jurisdiction. "Governmental Authority" shall include the County and the LEMSA.

Health Insurance Portability and Accountability Act (HIPAA) means the legislation that provides data privacy and security provisions for safeguarding medical information.

High-Performance EMS System means the simultaneous achievement of clinical excellence, response time reliability, and economic efficiency with functional external oversight, full activity-based cost recognition, and performance sustainability.

Incident Command System (ICS) means a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Interfacility transport An interfacility transport is one in which the origin and destination are one of the following: a hospital or skilled nursing facility that participates in the Medicare program or a hospital-based facility that meets Medicare's requirements for provider-based status.

Joint Venture means two or more corporations or entities that form a temporary union for the purpose of the Agreement.

LEMSA Medical Director means the physician designated by LEMSA as the medical director for its EMS System including but not limited to communications personnel, first responders, EMTs and paramedics, regardless of the entity that employs them.

License means a specific document issued to an individual denoting competence in the named area of prehospital service as defined in Health and Safety Code Section 1797.61.

Liquidated Damages means those funds due from Contractor deemed taken and treated as reasonable estimate of the damages to the County. The remedies in the event of the Contractor's breach or any noncompliance, are not limited to this Agreement.

Medical Priority Dispatch System (MPDS)® protocols mean the protocols approved by the LEMSA Medical Director that govern the process of conducting a telephone inquiry of a person requesting Ambulance Service (9-1-1 and 7-digit access), whereby: the presumptive priority classification is established; the need for first response is determined; the need for delivery of pre-arrival instructions to persons at the scene is determined; appropriate pre-arrival instructions are provided; and appropriate referrals to alternate resources, if indicated, are given.

Mutual Aid/Mutual Assistance means responses into the Santa Barbara County EOAs from a ground transport provider outside the EOAs for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; responses by the Contractor to service areas outside the Santa Barbara County EOAs for the purpose of assisting the ground transport provider in an adjacent service area.

Mutual Aid Transport means an emergency transport rendered by a neighboring mutual aid provider at Contractor's official request pursuant to an approved mutual aid agreement, and which originates within the Service Area, or an area covered by the Exclusive Operating Area.

National Incident Management System (NIMS) means a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Nurse Navigation means an enhancement that transfers less serious 911 callers to a nurse call taker for advice, alternate destinations, pre-scheduled appointments with transportations arrangement and more.

Out-of-County means originating within the County within a destination up to or equal to 125 miles outside of Santa Barbara County line.

Paramedic means an individual whose scope of practice to provide advanced life support is according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

Patient Care Report (PCR) means the written or electronically-recorded patient record, in a form approved LEMSA and the LEMSA Medical Director, providing for documentation of all required medical, legal, billing, and other information related to a single Patient Transport.

Patient Contact means direct physical contact with, or on-site observation of, that person or persons for whom an ambulance was requested, and in regard to whom a Patient Care Report was completed by the crew, regardless of whether such patient contact did or did not result in Patient Transport.

Post means a designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Public Safety Answering Point (PSAP) means that center operated by a local government entity on behalf of the County to receive requests for EMS Ambulance Services.

Personal Protective Equipment (PPE) means the equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses.

Quality Improvement (QI) means an approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Quick Response Vehicle (QRV) means a vehicle such as a Sport Utility Vehicle (SUV), Pick-up Truck, or similar vehicle designed, operated, and equipped to provide EMS first-response service, not including transportation for ill and injured persons.

Standby Service means services whereby EMS providers locate themselves at a function or event and remain dedicated to that event for its duration, to provide medical care if needed.

System Status Plan (SSP) means a planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week.

Transport (or Patient Transport) means the one-way transport by ambulance of a single patient. For purposes of the Franchise, a round-trip transport of a patient to and from a single location shall be considered two patient transports and two separate Patient Care Reports (PCRs) will be generated. Furthermore, two patients transported in the same ambulance shall be considered one transport.

Unit hour means one hour of service by fully equipped and staffed ambulance assigned to a call or available for an assignment.

Unusual System Overload means at least double the average demand for the day of the week and hour of day for each compliance zone. The average demand for each day and hour is to be calculated using the prior two (2) calendar year's actual run volume for that day and hour. LEMSA shall only grant Unusual System Overload-based exemptions if the Contractor took reasonable steps to mitigate the asserted grounds for exemption.

Utilization means a measure that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours consumed in productivity with the total available unit-hours.

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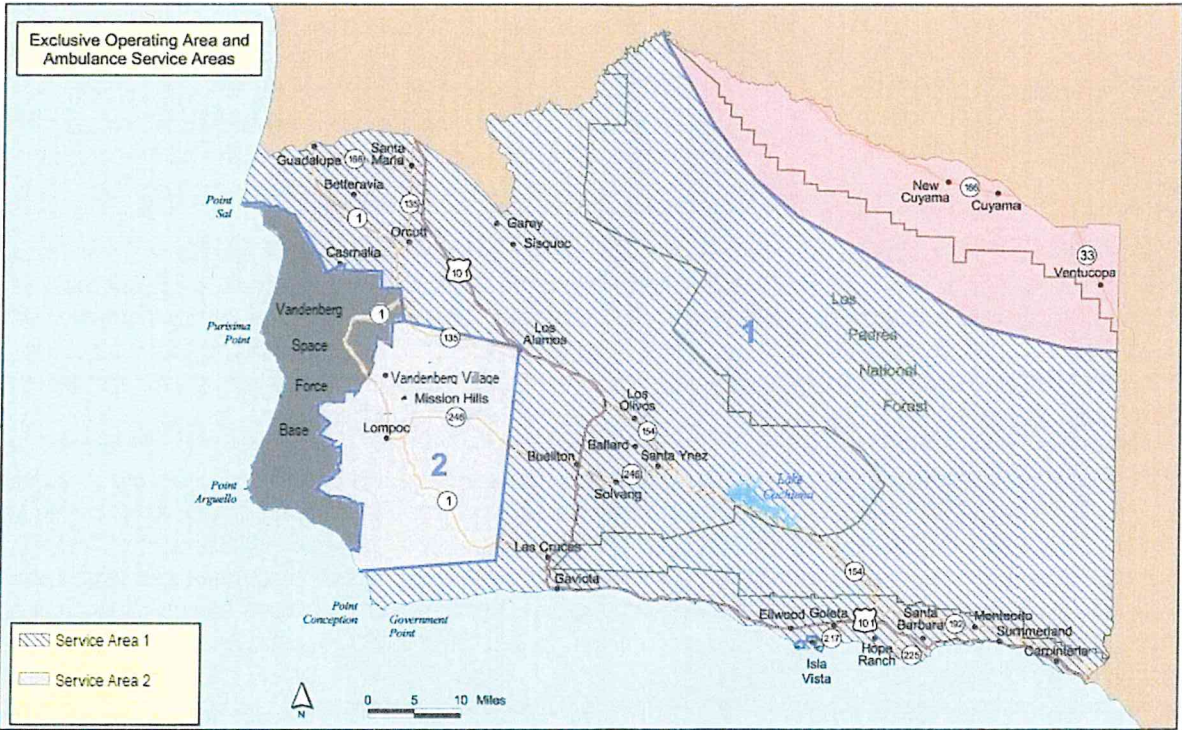
APPENDIX 1.5 – EQUIPMENT AND VEHICLES TO BE ORDERED AFTER THE SERVICE START DATE

1. Ambulances and supervisor vehicles
2. Cardiac Monitors
3. Gurneys

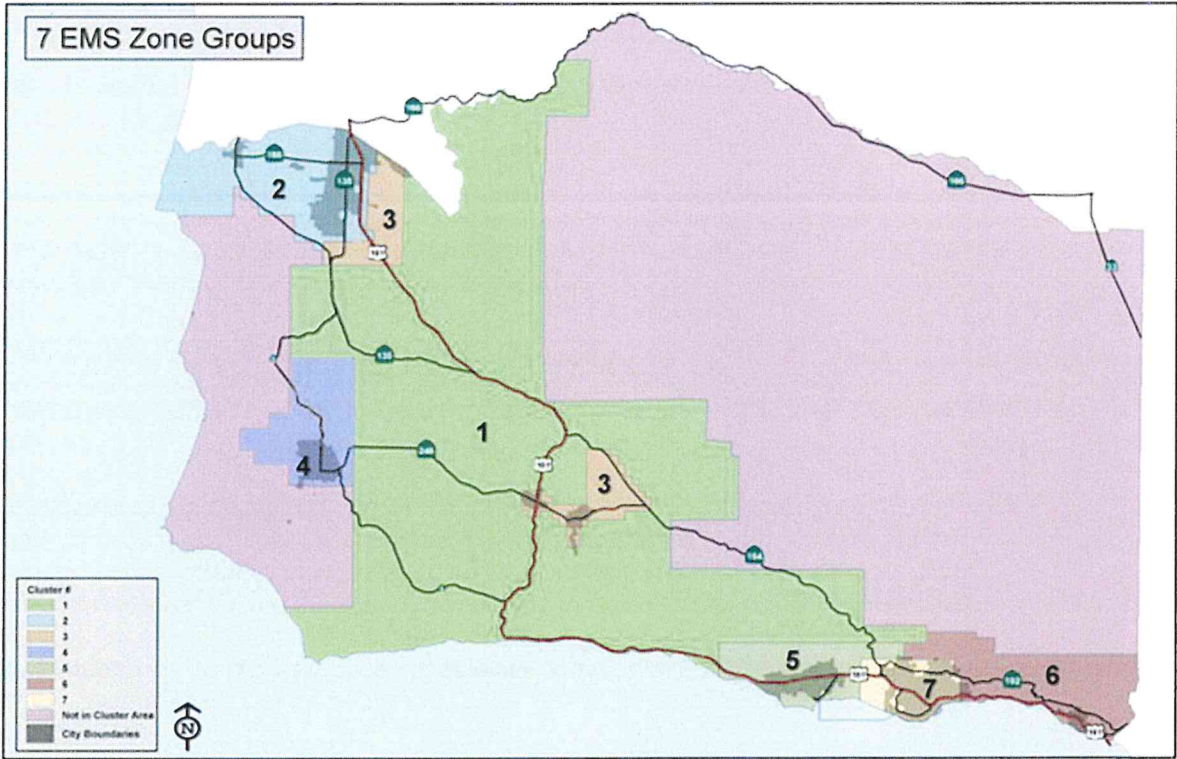
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APPENDIX 2 – MAPS OF THE COUNTY

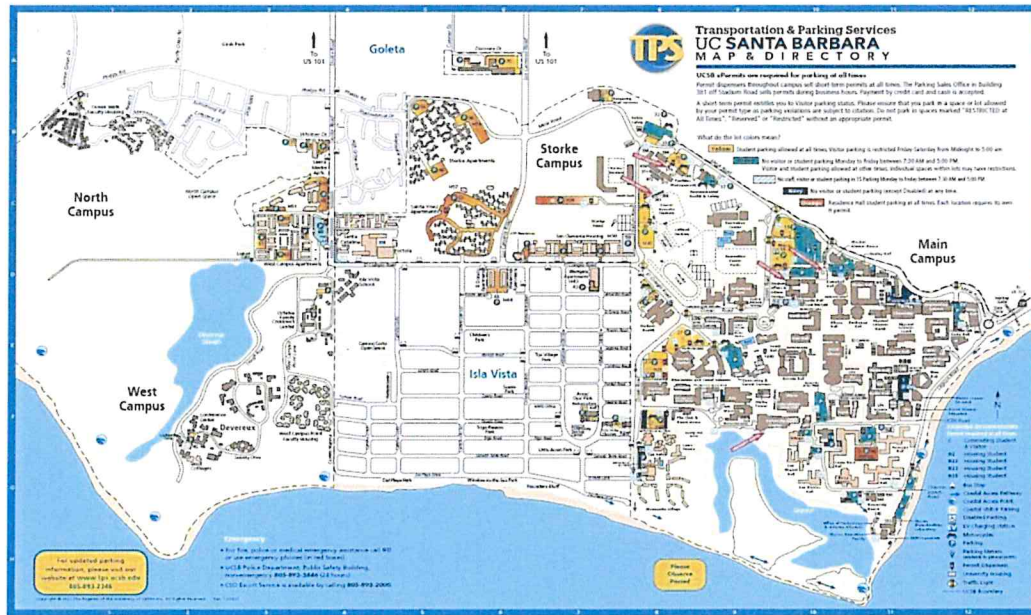
SANTA BARBARA COUNTY SERVICE AREAS 1 AND 2



SANTA BARBARA COUNTY SEVEN RESPONSE TIME STANDARD COMPLIANCE ZONES



University of California, Santa Barbara (yellow/tan area below)



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APPENDIX 2.5 – COMPLIANCE REPORT SAMPLE TEMPLATE

Priority 1-3								
Zone		1	2	3	4	5	6	7
Urban	Total Responses							
	On-Time Responses							
	Raw On-Time %							
	Approved Exemptions							
	Final On-Time %							
Rural	Total Responses							
	On-Time Responses							
	Raw On-Time %							
	Approved Exemptions							
	Final On-Time %							
Wilderness	Total Responses							
	On-Time Responses							
	Raw On-Time %							
	Approved Exemptions							
	Final On-Time %							
Priority 4-7								
Zone		All						
IFT	Total Responses							
	On-Time Responses							
	Raw On-Time %							
	Approved Exemptions							
	Final On-Time %							

Note: There shall be at least 100 responses per category.

APPENDIX 3 – PRICING

Effective February 11, 2025

BLS Transport Rate	\$2,993.88
ALS Transport Rate	\$4,606.19
Critical Care Transport Rate	\$6,213.27
Patient Loaded Ambulance Per Mile Rate	\$89.99
Treat and no transport charge	\$0
Oxygen Rate	\$306.05
BLS Standby Rate	\$450.08 /hr + base rates for appropriate transport, if indicated
ALS Standby Rate	\$450.08 /hr + base rates for appropriate transport, if indicated
BLS Standby (Non-Transport) Rate	\$450.08 /hr + base rates for appropriate transport, if indicated
ALS Standby (Non-Transport) Rate	\$450.08 /hr + base rates for appropriate transport, if indicated

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APPENDIX 4 – INDEMNIFICATION AND INSURANCE REQUIREMENTS

(For Ambulance Service Contracts)

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to reasonable attorneys' fees) on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

Notification of Accidents and Survival of Indemnification Provisions

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

Insurance

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

A) Minimum Scope of Insurance Coverage shall be at least as broad as:

- i) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.
- ii) Automobile Liability: ISO Form Number CA 0001 covering Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and Code 9(non-owned), with limit no less than \$3,000,000 per accident for bodily injury and property damage.
- iii) Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv) Professional Liability: (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- v) If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i) Additional Insured – COUNTY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- ii) Primary Coverage – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- iii) Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- iv) Waiver of Subrogation Rights – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
- v) Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- vi) Acceptability of Insurers – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
- vii) Verification of Coverage – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- viii) Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
- ix) Subcontractors – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR

shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

- x) Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:
 - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- xi) Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

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APPENDIX 5 – ILLUSTRATIVE CLINICAL SCORECARD & KEY PERFORMANCE INDICATORS (KPIs)

State and National Benchmarking Participation

The Contractor shall submit all data and participate in the California EMS System Core Quality Core Measures Project, CARES, NEMSQA, and The American Heart Association Mission: Lifeline.

Clinical Performance Measures

The following clinical performance measures were developed in conjunction with national model clinical guidelines, the California EMS System Core Quality Core Measures Project, CARES, NEMSQA, the American Heart Association Mission: Lifeline and with input from the Medical Director. The Contractor shall adhere to Clinical Performance Standards below.

Measurement of Clinical Performance Standards

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing whatever level of effort is necessary to achieve the Clinical Performance Standards below. The Contractor shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.

Clinical System	Metric ID	Clinical Metric	Standard	Assigned Weight	Compliance Req'd For Credit	Level 1 Liquidated Damages Threshold	Level 2 Liquidated Damages Threshold
Trauma	Trauma-1	Trauma step correctly identified in the field	Policy 510	60.0%	90%	80%	75%
	Trauma-2	Patient was transported to the correct destination	Policy 510	40.0%	90%	80%	75%
			Total	100.0%	90%		
STEMI	STEMI-1	Aspirin Administration for Suspected ACS Patients	Policy 533-11	40.0%	90%	80%	75%
	STEMI-2	STEMI Found on EKG to SRC Notification Time	<10 minutes	60.0%	90%	80%	75%
			Total	100.0%	90%		
Stroke	Stroke-1	Blood Glucose Level Obtained on every Altered Neurological Function patient	Policy 533-21	40.0%	90%	80%	75%
	Stroke-2	Documentation of Time Last Known Well (Clock Time) on Stroke alert patients	Policy 550	60.0%	90%	80%	75%
			Total	100.0%	90%		

General Care	GCKPI-1	Pediatric weight obtained on all patients under	≤ 14 years old	25.0%	90%	80%	75%
	GCKPI-2	Correct Pharmacological Dosage for All Pediatric Medication Administrations	≤ 14 years old	25.0%	90%	80%	75%
	GCKPI-3	Pain Scale Assessment Documented	533-03	25.0%	90%	80%	75%
	GCKPI-4	Measurement of ETCO2 for all assisted ventilation patients	Policy 533-01a	25.0%	90%	80%	75%
			Total	100.0%	90%		

Example #1:

In this example, the Contractor has not incurred Liquidated Damages for any single metric and is therefore eligible for a Credit towards the same month's Response Time Standard compliance Liquidated Damages, if incurred. The Contractor has exceeded the Compliance Required for Credit for three (3) out of four (4) Bundles of Care; the STEMI Bundle of Care did not exceed the threshold required for a Credit and did not fall below the threshold to incur any Liquidated Damages. The Contractor will receive a 60% Credit to any incurred Response Time Standard compliance Liquidated Damages.

Clinical System	Metric ID	Clinical Metric	Standard	Assigned Weight	Monthly Compliance	Weighted Average	Eligible for Fine?	Eligible for Discount?	Compliance Req'd For Discount	Level 1 Fine Threshold	Level 2 Fine Threshold
Trauma	Trauma-1	Trauma step correctly identified in the field	Policy 510	60.0%	92.0%	55.2%	No		90%	80%	75%
	Trauma-2	Patient was transported to the correct destination	Policy 510	40.0%	90.0%	36.0%	No		90%	80%	75%
		Total		100.0%		91.2%	No Fines	20%	90%		
STEMI	STEMI-1	Aspirin Administration for Suspected ACS Patients	Policy 533-11	40.0%	90.0%	36.00%	No		90%	80%	75%
	STEMI-2	STEMI Found on EKG to SRC Notification Time	<10 minutes	60.0%	85.0%	51.00%	No		90%	80%	75%
		Total		100.0%		87.0%	No Fines	No	90%		
Stroke	Stroke-1	Blood Glucose Level Obtained on every Altered Neurological Function patient	Policy 533-21	40.0%	96.0%	38.4%	No		90%	80%	75%
	Stroke-2	Documentation of Time Last Known Well (Clock Time) on Stroke alert patients	Policy 550	60.0%	95.0%	57.0%	No		90%	80%	75%
		Total		100.0%		95.4%	No Fines	20%	90%		
General Care	GCKPI-1	Pediatric weight obtained on all patients under	≤14 years old	25.0%	91.0%	22.8%	No		90%	80%	75%
	GCKPI-2	Correct Pharmacological Dosage for All Pediatric Medication Administrations	≤14 years old	25.0%	92.0%	23.0%	No		90%	80%	75%
	GCKPI-3	Pain Scale Assessment Documented	533-03	25.0%	97.0%	24.3%	No		90%	80%	75%
	GCKPI-4	Measurement of ETCO2 for all assisted ventilation patients	Policy 533-01a	25.0%	90.0%	22.5%	No		90%	80%	75%
		Total		100.0%		92.5%	No Fines	20%	90%		

Eligible for Response Time Discount?	Eligible
If eligible, what is the discount?	60%

Example #2:

In this example, the Contractor has not incurred Liquidated Damages for any single metric and is therefore eligible for a Credit towards the same month's Response Time Standard compliance Liquidated Damages, if incurred. The Contractor has not exceeded the threshold for a Credit for any Bundle of Care and did not fall below the threshold to incur any Liquidated Damages for any Bundle of Care. Therefore, the Contractor is not eligible for a Credit towards Response Time Standard compliance Liquidated Damages and also will not incur Liquidated Damages for any metric.

Clinical System	Metric ID	Clinical Metric	Standard	Assigned Weight	Monthly Compliance	Weighted Average	Eligible for Fine?	Eligible for Discount?	Compliance Req'd For Discount	Level 1 Fine Threshold	Level 2 Fine Threshold
Trauma	Trauma-1	Trauma step correctly identified in the field	Policy 510	60.0%	89.0%	53.4%	No		90%	80%	75%
	Trauma-2	Patient was transported to the correct destination	Policy 510	40.0%	88.0%	35.2%	No		90%	80%	75%
		Total		100.0%		88.6%	No Fines	No	90%		
STEMI	STEMI-1	Aspirin Administration for Suspected ACS Patients	Policy 533-11	40.0%	87.0%	34.80%	No		90%	80%	75%
	STEMI-2	STEMI Found on EKG to SRC Notification Time	<10 minutes	60.0%	85.0%	51.00%	No		90%	80%	75%
		Total		100.0%		85.8%	No Fines	No	90%		
Stroke	Stroke-1	Blood Glucose Level Obtained on every Altered Neurological Function patient	Policy 533-21	40.0%	81.0%	32.4%	No		90%	80%	75%
	Stroke-2	Documentation of Time Last Known Well (Clock Time) on Stroke alert patients	Policy 550	60.0%	88.0%	52.8%	No		90%	80%	75%
		Total		100.0%		85.2%	No Fines	No	90%		
General Care	GCKPI-1	Pediatric weight obtained on all patients under	≤14 years old	25.0%	89.0%	22.3%	No		90%	80%	75%
	GCKPI-2	Correct Pharmacological Dosage for All Pediatric Medication Administrations	≤14 years old	25.0%	85.0%	21.3%	No		90%	80%	75%
	GCKPI-3	Pain Scale Assessment Documented	533-03	25.0%	81.0%	20.3%	No		90%	80%	75%
	GCKPI-4	Measurement of ETCO2 for all assisted ventilation patients	Policy 533-01a	25.0%	84.0%	21.0%	No		90%	80%	75%
		Total		100.0%		84.8%	No Fines	No	90%		

Eligible for Response Time Discount?	Eligible
If eligible, what is the discount?	0%

Example #3:

In this example, the Contractor has incurred Liquidated Damages for the clinical metric, Trauma-1. Therefore, despite being eligible for Credits from other clinical bundles exceeding the threshold, the Contractor is not eligible for any Credit towards Response Time Standard Compliance Liquidated Damages as a result of the Liquidated Damages in Trauma-1.

Clinical System	Metric ID	Clinical Metric	Standard	Assigned Weight	Monthly Compliance	Weighted Average	Eligible for Fine?	Eligible for Discount?	Compliance Req'd For Discount	Level 1 Fine Threshold	Level 2 Fine Threshold
Trauma	Trauma-1	Trauma step correctly identified in the field	Policy 510	60.0%	78.0%	46.8%	Yes		90%	80%	75%
	Trauma-2	Patient was transported to the correct destination	Policy 510	40.0%	90.0%	36.0%	No		90%	80%	75%
	Total			100.0%		82.8%	Fines		90%		
STEMI	STEMI-1	Aspirin Administration for Suspected ACS Patients	Policy 533-11	40.0%	91.0%	36.40%	No		90%	80%	75%
	STEMI-2	STEMI Found on EKG to SRC Notification Time	<10 minutes	60.0%	90.0%	54.00%	No		90%	80%	75%
	Total			100.0%		90.4%	No Fines		90%		
Stroke	Stroke-1	Blood Glucose Level Obtained on every Altered Neurological Function patient	Policy 533-21	40.0%	88.0%	35.2%	No		90%	80%	75%
	Stroke-2	Documentation of Time Last Known Well (Clock Time) on Stroke alert patients	Policy 550	60.0%	95.0%	57.0%	No		90%	80%	75%
	Total			100.0%		92.2%	No Fines		90%		
General Care	GCKPI-1	Pediatric weight obtained on all patients under	≤14 years old	25.0%	90.0%	22.5%	No		90%	80%	75%
	GCKPI-2	Correct Pharmacological Dosage for All Pediatric Medication Administrations	≤14 years old	25.0%	99.0%	24.8%	No		90%	80%	75%
	GCKPI-3	Pain Scale Assessment Documented	533-03	25.0%	84.0%	21.0%	No		90%	80%	75%
	GCKPI-4	Measurement of ETCO2 for all assisted ventilation patients	Policy 533-01a	25.0%	91.0%	22.8%	No		90%	80%	75%
	Total			100.0%		91.0%	No Fines		90%		

Eligible for Response Time Discount?	Not Eligible
If eligible, what is the discount?	None

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APPENDIX 6 – FEDERAL REQUIREMENTS

1. **Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:**

- A) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D) Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 of the Code of Federal Regulations (CFR) section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and Contractor agrees to comply with said regulation.
- E) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G) Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency

Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Nondiscrimination.

- A) Contractor shall comply with the Age Discrimination Act of 1975, Title 42 of the United States Code (USC) 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- B) Contractor shall comply with Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., as codified at 45 CFR Part 80, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- C) Contractor shall comply with Title IX of the Education Amendments of 1972, 20 USC 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
- D) In accordance with the Federal Department of Health and Human Services standard terms, Contractor agrees it shall not discriminate on the basis of race, color, national origin, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity). Contractor shall not exclude people or treat them differently because of race, color, national origin, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity).

3. Clean Air Act.

- A) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.
- B) Contractor agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C) Contractor agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance.

4. Federal Water Pollution Control Act.

- A) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.
- B) Contractor agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C) Contractor agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance.

5. Debarment and Suspension.

- A) Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

- B) This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C) This Agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such Contractor is required to verify that none of the contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- D) Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E) The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Lobbying Restrictions.

- A) Contractor shall file the required certification attached as Attachment 6A *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 USC § 1352 (As Amended))*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- B) This Agreement is subject to restrictions on lobbying in accordance with the Consolidated Appropriations Act, 2022 (Public Law 117-103), signed into law on March 15, 2022, Division H, Title V, section 503. CONTRACTOR agrees:
 - i) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
 - ii) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative 3 relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - iii) The prohibitions in the above subsections shall include any activity to advocate or

promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

7. Procurement of Recovered Materials.

- A) In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii) Meeting contract performance requirements; or
 - iii) At a reasonable price.
- B) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Domestic Preferences for Procurements.

- A) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B) For purposes of this section:
- i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Prohibition on Certain Telecomm Prohibition on Certain Telecommunications And Video Surveillance Services or Equipment.

- A) Contractor is prohibited from obligating or expending loan or grant funds to:
- i) Procure or obtain;
 - ii) Extend or renew a contract to procure or obtain; or
 - iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C) Telecommunications or video surveillance services provided by such entities or using such

equipment.

- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F) See Public Law 115-232, section 889 for additional information.
- G) See also 2 CFR § 200.471.

10. Remedies for Noncompliance.

In the event County determines, in its sole discretion, that Contractor is not in compliance with the terms and conditions set forth herein, County may:

- A) Wholly or partly suspend or terminate the Agreement.
- B) Require payments as reimbursements rather than advance payments;
- C) Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- D) Require additional, more detailed financial reports;
- E) Require additional project monitoring;
- F) Requiring Contractor to obtain technical or management assistance;
- G) Establish additional prior approvals; or
- H) Take other remedies that may be legally available.

11. Changes.

- A) Notice. The primary purpose of this clause is to obtain prompt reporting of County conduct that Contractor considers to constitute a change to this Agreement. Except for changes identified as such in writing and signed by County, the Contractor shall notify the County in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
 - i) The date, nature, and circumstances of the conduct regarded as a change;
 - ii) The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
 - iii) The identification of any documents and the substance of any oral communication involved in such conduct;
 - iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - v) The particular elements of contract performance for which Contractor may seek an equitable adjustment under this clause, including:

- a) What line items have been or may be affected by the alleged change;
 - b) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - d) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - vi) Contractor's estimate of the time by which County must respond to Contractor's notice to minimize cost, delay or disruption of performance.
- B) Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C) County Response. County shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, County shall either:
- i) Confirm that the conduct of which Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii) Countermand any communication regarded as a change;
 - iii) Deny that the conduct of which Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv) In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which County will respond.
- D) Equitable Adjustments.
- i) If the County confirms that County conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - a) In the contract price or delivery schedule or both; and
 - b) In such other provisions of the Agreement as may be affected.
 - ii) The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from Contractor's failure to provide notice or to continue performance as provided herein.
12. **Access to Records.** The following access to records requirements apply to this Agreement:
- A) Contractor agrees to provide County, the State of California, any Federal Agency providing funds in support of this Agreement, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - B) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - C) Contractor agrees to provide the County or any Federal Agency providing funds in support of this Agreement or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

13. **Use of Federal Agency Logos.** CONTRACTOR shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of any Federal Agency without specific pre-approval.
14. **Compliance with Federal Laws, Regulations, And Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund this Agreement. Contractor will only use federal funds as authorized herein. Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.
15. **No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.
16. **Program Fraud and False or Fraudulent Statements Or Related Acts.** Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.
17. **Mandatory Disclosure.** Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 USC 3321.)

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Attachment 6A

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Byrd Anti-Lobbying Amendment, 31 USC § 1352 (As Amended))

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 USC § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:

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Signature of Contractor's Authorized Official

2/5/2025

Date

Sean Russell President

Name and Title of Contractor's Authorized Official

APPENDIX 7 – Form of Pre-Approved Santa Barbara County Fire Protection District Subcontract

See attached.