

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 4/18/05
Department Name: Public Health
Department No.: 041
Agenda Date: 4/26/05
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Michael F. Brown, CEO
County of Santa Barbara

John Scherrei, Chief
Santa Barbara County Fire Department

Elliot Schulman, MD, MPH
Director and Health Officer
Public Health Department

STAFF CONTACT: Jim Laponis, Deputy CEO (568-3400)
County of Santa Barbara

Michele Mickiewicz (681-5446)
Public Health Department Deputy Director

SUBJECT: Approval of Agreement for Pre-Hospital Emergency Services between American Medical Response (AMR) and Advanced Life Support (ALS) Fire Agencies

Recommendation(s):

That the Board of Supervisors:

- A. Approve the Pre-Hospital Emergency Medical Services Agreement between American Medical Response (AMR) and Advanced Life Support (ALS) Fire Agencies (County Fire, Montecito Fire Protection District, Carpinteria/Summerland Fire Protection District)
- B. Authorize the Public Health Director to adjust the ambulance rate that was approved by your Board on 12/14/04 from \$984 to \$1029 to accommodate the additional costs for subcontracting with Basic Life Support (BLS) Fire Agencies once the BLS Agreement has been executed by the parties involved.
- C. Direct the Public Health Department staff to work collaboratively with representatives from the Emergency Medical Services (EMS) system including the Fire Agencies, to develop a plan to re-establish an Emergency Medical Care Committee (EMCC) including options for membership for the Board's consideration by September 6, 2005.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with Goal No. 2. A Safe and Healthy Community in Which to Live, Work, and Visit.

Executive Summary and Discussion:

Background:

On December 14, 2004, the Board approved an agreement between the County of Santa Barbara and (AMR) for Emergency and Non-Emergency Ambulance Services for Advanced Life Support and Pre-Hospital care. On that date, the Board also:

Directed the Public Health Department Emergency Medical Services Agency to continue to work collaboratively with the Fire Chiefs' Association, Cities, and American Medical Response to reach an agreement on Fire First Responder compensation and related issues, and return to the Board by July 1, 2005 with a recommendation.

Per this direction, representatives from the County Executive Office, Fire Chiefs' Association, Cities, Public Health Department and AMR met eight times between January and April 2004. The ALS Agreement that is before the Board today is the result of these meetings.

The Advanced Life Support (ALS) Agreement

The ALS Agreement enhances response time compliance within each of the seven Emergency Medical Services zones for the ALS units operating within the county and standardizes various operational matters. In exchange for delivery of ALS services in specified subzones within the county and upon execution of this Agreement, AMR has agreed to pay ALS Fire Agencies¹ a total of \$514,972 per year with adjustments as provided for in the Agreement. A methodology for distributing compensation between the 3 ALS Fire Agencies based on call volume, population, and workload considerations was agreed to as follows:

	<u>Percent</u>	<u>Amount</u>
Carpinteria/Summerland Fire Protection District	25.411%	\$130,860
Montecito Fire Protection District	14.012%	72,158
County Fire Department.....	<u>60.577%</u>	<u>311,954</u>
Total.....	100.0%	\$514,972

This Agreement has been reviewed and approved by the Board of Directors for both the Montecito Fire Protection District and the Carpinteria/Summerland Fire Protection District.

The Basic Life Support (BLS) Agreement

A separate agreement that is currently being negotiated proposes that AMR compensate Basic Life Support (BLS) providers² a total of \$335,028 per year with adjustments as provided for in the agreement for BLS services within their respective operational areas in support of AMR's ALS Ambulance Services. A methodology for distributing compensation between the BLS Fire agencies based on call volume, population, and workload considerations has been proposed as follows:

	<u>Percent</u>	<u>Amount</u>
Guadalupe	3.247%	\$ 10,878
Lompoc	15.842%	53,075
Santa Barbara	41.090%	137,663

¹ ALS Fire Agencies are Montecito, Carpinteria/Summerland, and Santa Barbara County Fire Departments

² BLS Fire Agencies are Guadalupe, Lompoc, Santa Barbara, Santa Maria, Solvang, and Orcutt Fire Departments

Santa Maria	33.653%	112,747
Orcutt	2.839%	9,511
Solvang.....	<u>3.329%</u>	<u>11,154</u>
Total.....	100.0%	\$335,028

The agreement that is being negotiated for BLS Services will be between AMR and the BLS Fire Agencies. The BLS Fire Agencies, AMR, the Public Health Department, and the County Executive Office are continuing negotiations on the BLS agreement and it is anticipated that this agreement will be finalized in the coming weeks. Once it has been agreed to by these agencies, it will be brought before the appropriate City Councils and Fire District Boards. It will not require any approval by the Board if the Board adopts Recommendation B authorizing the Public Health Director to adjust the countywide ambulance rate when the BLS agreement has been executed by the parties involved..

Ambulance Rate Adjustment

The total compensation provided by AMR to ALS and BLS Fire Agencies for their first response services per the distributions listed above is \$850,000. This total is the amount that AMR is able to pass on based on the savings they will experience from not having to add additional ambulance coverage hours and other services in the system as allowed under health care finance and Medicare reimbursement criteria.

A rate increase was approved by the Board on December 14, 2004 for the ALS system enhancements. The Board directed the Public Health Department to negotiate for BLS services with the understanding that a rate increase would result from these additional service enhancements.

In order to offset increased costs for BLS Fire Agency services that will result from the execution of the BLS agreement between AMR and the BLS Agencies, the Board is requested to authorize the Public Health Department to increase the ALS base rate by \$45 from \$984 per transport to \$1029 per transport when the agreement has been executed by all parties involved. This amount is commensurate with the amount that was reported in the staff report from December 14, 2004.

Emergency Medical Care Committee (EMCC)

In working collaboratively to reach agreement with the various parties to both the BLS and ALS agreements, strong interest was expressed in re-establishing an Emergency Medical Care Committee..

The Board of Supervisors originally established an EMCC in 1985. In the early 1990's, the EMCC was discontinued. It evolved into five separate committees, each with a specific targeted concern: (1) a disaster preparedness committee, (2) an emergency advisory medical committee, (3) a continuous quality improvement (CQI) committee, (4) an out-of-hospital executive committee, (5) a trauma review committee. These committees are currently operating and are advisory to the EMS Agency reporting to the EMS Director and the EMS Medical Director.

An EMCC is provided for in the California Health and Safety Code which states that an emergency medical care committee may be established in each county in this state, and that the county board of supervisors shall prescribe the membership and appoint the members. An EMCC is charged with reviewing the operations of:

- a) Ambulance services operating within the county.
- b) Emergency medical care offered within the county, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first aid techniques.
- c) First aid practices in the county.

An EMCC is required to, at least annually, report to the Board of Supervisors and the local EMS agency, its observations and recommendations relative to its review of the above operations. An EMCC acts in an advisory capacity to both the Board of Supervisors and the EMS Agency.

It is recommended that the Board direct the Public Health Department staff to work collaboratively with representatives from the EMS system including the Fire Agencies, to develop a plan to re-establish an EMCC including options for membership for the Board's consideration by September 6, 2005.

Mandates and Service Levels:

The local Emergency Medical Services (EMS) Agency is charged with the development, implementation and evaluation of local EMS systems, pursuant to the California Health and Safety Code, Division 2.5, Chapter 4, Sections 1797.204, 1797.206, 1797.281, 1797.222, and 1797.224.

Establishment of an Emergency Medical Care Committee is not a mandate but is provided for in the California Health and Safety Code Health and Safety Code sections 1797.270 – 1797.276.

Fiscal and Facilities Impacts:

Ambulance Rate Adjustment:

On December 14, 2004, the Board adopted an ALS base rate of \$984 per transport. This rate included funding for ALS fire service compensation. In addition, there was discussion that AMR may also need to provide additional funding for BLS fire service compensation that would add an additional \$45 per transport. Through the process of negotiating with ALS and BLS agencies, the proposed amount and allocation of funding has been agreed to by all agencies. The \$45 ambulance rate increase will provide the necessary means to provide this funding from AMR to the BLS fire agencies. Of the \$850,000 available for fire service compensation, \$311,954 will be made available to the County Fire Department. There is no additional funding to other County agencies from these ALS and BLS agreements.

Emergency Medical Care Committee (EMCC)

There is no fiscal impact associated with development of a plan to re-establish an EMCC to operate within Santa Barbara County. Since there would be a fiscal impact associated with administering an EMCC, part of the charge of the development team will be to identify, quantify, and analyze the costs and possible funding sources. This cost analysis will be part of the presentation to the Board made by September 6, 2005.

There is no material facilities impact associated with these actions.

Special Instructions:

Please execute 4 originals and return three (3) original contracts along with a copy of the minute order to PHD Contracts Unit, 300 North San Antonio Road, Building 8, Santa Barbara, CA 93110 **Attn: Margaret Granger (805) 681 5367.**

Concurrence:

Montecito Fire Protection District
Carpinteria/Summerland Fire Protection District
American Medical Response

cc:

Joan Kent, Assistant City Administrator, City of Santa Barbara
Tim Ness, City Manager, City of Santa Maria
Gary Keefe, City Manager, City of Lompoc
John Eaglesham, American Medical Response
Ron McClain, Montecito Fire Chief
Tom Martinez, Carpinteria/Summerland Fire Chief
John Scherrei, County Fire Chief

Frank Ortiz, Santa Maria Fire Chief
Celeste Andersen, County Counsel
Jerry Czuleger, County Counsel

**PREHOSPITAL EMERGENCY MEDICAL
SERVICES AGREEMENT**

BETWEEN THE

**CARPINTERIA SUMMERLAND FIRE
PROTECTION DISTRICT, COUNTY OF
SANTA BARBARA (FIRE DEPARTMENT),
AND MONTECITO FIRE PROTECTION
DISTRICT**

AND

**AMERICAN MEDICAL RESPONSE
OF SANTA BARBARA COUNTY**

This Prehospital Emergency Medical Services Agreement (“Agreement”) is made and entered into in the County of Santa Barbara, State of California as of April 18, 2005, by and

between American Medical Response West, dba American Medical Response of Santa Barbara County, a California corporation (“Contractor”), on the one hand and the Carpinteria-Summerland Fire Protection District, a fire district formed pursuant to Health and Safety Code section 13800 et seq. (“Carpinteria”), the County of Santa Barbara, a political subdivision of the State of California (“County Fire Department”) and the Montecito Fire Protection District, a fire district formed pursuant to Health and Safety Code section 13800 et seq. (“Montecito”) on the other hand. Carpinteria, County Fire Department and Montecito are referred to herein collectively as (“ALS Fire Agencies”). Carpinteria, County Fire Department, Montecito and Contractor may be referred to herein collectively as (“Parties”) or individually as (“Party”).

WHEREAS, Health and Safety Code section 1797.52 provides that advanced life support services are provided as part of a local EMS system; and

WHEREAS, pursuant to Title 22, Division 9, Section 100173 (b) (4) of the California Code of Regulations an EMT-Paramedic service provider shall have a written agreement with the local EMS agency to participate in the advanced life support program and to comply with all applicable State regulations and local policies and procedures including participation in the local EMS Agency’s quality assurance system; and

WHEREAS, the County of Santa Barbara, a political subdivision of the State of California (“County”), has established the Santa Barbara County Emergency Medical Services Agency (“County EMS Agency”) as the local emergency medical services agency for the jurisdictional area contained within the County; and

WHEREAS, the County and Contractor have entered into an Emergency and Non-Emergency Ambulance Service Agreement for Advanced Life Support and Pre-Hospital Care effective January 1, 2005 (“County Contract”) regarding the provision of advanced life support (“ALS”) emergency medical response and transportation services within an exclusive operating area (“EOA”) and Service Area 2 as specified in the County Contract; and

WHEREAS, the County Contract provides, among other things, that Contractor will be required to comply with certain response time performance standards and ambulance staffing requirements; and

WHEREAS, ALS Fire Agencies have entered into separate agreements with the County authorizing these agencies to provide ALS services within certain portions of the County in compliance with Title 22, Section 100173 (b) (4) of the California Code of Regulations; and

WHEREAS, Contractor and ALS Fire Agencies are mutually interested in providing quality pre-hospital emergency medical care in the County and believe that the relationship created by this Agreement will further promote that goal; and

WHEREAS, this Agreement provides that the ALS Fire Agencies will provide certain pre-hospital emergency medical services within zones 31, 32, 49, 50, 51, 53, 63, 64, 65, 66, & 67 as identified in the County Contract. The area served by ALS Fire Agencies will enable Contractor to provide the emergency medical and transport services required under the County

Contract with modified response time requirements and in return Contractor will provide funding to ALS Fire Agencies for such services based on the cost differential between Contractor's cost to provide service under the County Contract with and without such modification in response time requirements as set forth in this Agreement; and

WHEREAS, the County Contract requires Contractor to contractually obligate ALS Fire Agencies to comply with certain provisions of the County Contract, and provides for the County EMS Agency to approve this Agreement; and

WHEREAS, by its approval of this Agreement, County and County EMS Agency shall verify that this Agreement sets forth those provisions of the County Contract that County and County EMS Agency intend for Contractor to impose on ALS Fire Agencies.

NOW, THEREFORE, Contractor and ALS Fire Agencies hereby agree as follows:

I. Purpose of Agreement

The purpose of this Agreement is to define the business arrangement and services between ALS Fire Agencies and Contractor for pre-hospital emergency medical services in portions of the County of Santa Barbara.

II. Definitions

Unless otherwise defined in this Agreement, the words used in this Agreement shall be as defined in the County Contract.

III. Agreements and Stipulations Required by County Contract

Contractor and ALS Fire Agencies agree that County Contract expressly contemplates the approval and execution of this Agreement, and requires the inclusion of certain requirements from the County Contract. By its approval of this Agreement, County and County EMS Agency, respectively, have indicated that this Agreement sets forth all such requirements. Contractor and ALS Fire Agencies acknowledge that County EMS Agency shall monitor all services provided under this Agreement to ensure compliance with the existing ALS Provider Agreements, and applicable County EMS Agency policies and procedures. ALS Fire Agencies and Contractor acknowledge that from time to time the County Contract may be amended. ALS Fire Agencies and Contractor agree that ALS Fire Agencies shall not be bound by any future County Contract amendments unless ALS Fire Agencies and Contractor mutually agree to amend this Agreement to include such modifications or such amendment is required for the Parties to be in compliance with state or federal law.

IV. ALS Fire Agencies

Contractor and ALS Fire Agencies acknowledge that ALS Fire Agencies all have existing valid and enforceable ALS Provider Agreements with the County authorizing each ALS Fire Agency to provide ALS services within their respective areas of operation.

V. **Scene Management and Patient Care Standards**

- A. **Incident Command.** Parties agree that the Firescope Incident Command System, as approved by the State of California, shall be the scene management mechanism adopted and utilized for emergencies in service areas covered by this Agreement. Overall scene management shall rest with the Incident Commander.
- B. **Highest Medical Authority.** Parties agree that all decisions relating to patient care, transport and/or destination issues reside with the licensed health care professional at the scene who is the most medically qualified specific to the provision of rendering emergency medical care.
- C. **Differences of Opinion on Treatment.** If a difference of opinion on clinical, transport and/or destination issues should occur between Contractor and ALS Fire Agencies, base hospital medical direction shall be sought.
- D. **Cooperation in Patient Care.** ALS Fire Agencies and Contractor on-scene personnel shall work supportively and cooperatively to provide patient care in accordance with County EMS protocols. When requested by Contractor's personnel, ALS Fire Agencies' personnel will endeavor to assist in providing care en route to the hospital. Whenever practical, Contractor will endeavor to assist with the return of fire personnel to their station.
- E. **Assessment by Paramedic.** Upon arrival of a paramedic employed by either Contractor or an ALS Fire Agency, such paramedic shall promptly assess the patient and upgrade, downgrade, or cancel other responders, as appropriate.

VI. **Scope of Services**

- A. **ALS Fire Agencies.** During the term of this Agreement, ALS Fire Agencies shall be required to maintain valid ALS Provider Agreements with County authorizing the provision of ALS services and requiring ALS Fire Agencies to comply with the requirements of the State EMS Act and Regulations and to all other applicable policies, procedures and protocols adopted by the County EMS Agency in accordance with its authority under the State EMS Act, Regulations and ALS Provider Agreements.
- B. **Contract Administrator Authority.** The Santa Barbara County Emergency Medical Service Agency Director ("County Contract Administrator") may take such action as authorized and appropriate under the existing individual ALS Provider Agreements between County and ALS Fire Agencies, this Agreement, the State EMS Act and Regulations.
- C. **Uninterrupted Service.** ALS Fire Agencies shall provide Advanced Life Support ("ALS") First Responder Services within its respective jurisdiction in subzones

31, 32, 49, 50, 51, 53, 63, 64, 65, 66, and 67 as identified in the County Contract. ALS Fire Agencies shall provide continuous uninterrupted ALS First Responder Services 24 hours per day, seven days a week. ALS Fire Agencies agree to be subject to i) the response time standards; ii) the response time standard calculation method; iii) the process for filing exception reports and requesting exemptions; and iv) the penalty assessments, as set forth in this Agreement, which provisions are to be construed in a manner consistent with the County Contract. In the event of any conflict between the requirements in this Section C and the requirements in the ALS Provider Agreements, this Agreement shall control.

- D. Patient Care Records. ALS Fire Agencies shall complete appropriate documentation and Pre-hospital Care Reports (“PCR”) according to County EMS Agency policy and procedure, and shall be required to utilize County EMS Agency’s electronic PCR system, when it becomes available.

VII. ALS Fire Agencies Supply Obligation

- A. Vehicles. First response vehicles for ALS Fire Agencies shall carry emergency supplies and equipment as required by existing agreements between ALS Fire Agencies and County.
- B. Equipment and Supplies. Unless otherwise required under applicable federal or state regulation or law, any new or replacement equipment and supplies that are required for the performance of services under this Agreement shall be purchased and maintained by ALS Fire Agencies and shall remain the property of such agencies.

VIII. Geographic Limits of ALS Fire Agencies Services

ALS Fire Agencies shall provide all services under this Agreement within specified EMS Service Areas more particularly described in **Exhibit A**. ALS Fire Agencies may also render any services to be provided under this Agreement in any area covered by auto or mutual aid agreements, provided, however, that ALS Fire Agencies shall not be entitled to receive any additional compensation not already provided for in this Agreement, or be subject to the payment of penalties for services provided in such auto or mutual aid areas, under or by virtue of this Agreement.

IX. Training, Equipment and Supply Obligations

- A. Quality Improvement and Training Programs. Contractor and the ALS Fire Agencies shall collectively develop and implement integrated and comprehensive quality improvement and training programs specific to their provision of services under this Agreement, which are dynamic, organized, scheduled, and effective, and which comply with the requirements of this Agreement and Health and Safety Code Regulations.

- B. Designated Liaison. Contractor, Carpinteria, County Fire Department and Montecito shall each designate a liaison to communicate and coordinate with each other regarding this Agreement and all operational aspects thereof.
- C. Communications.
 - 1. Contractor shall provide and maintain a method of direct communication between ALS Fire Agencies' on-scene personnel and the responding ALS ambulances in a manner consistent with County EMS Agency requirements.
 - 2. ALS Fire Agencies shall provide and maintain their existing communications capabilities for the provision of services under this Agreement. ALS Fire Agencies shall not implement any changes to its communication capabilities that will interfere with or degrade its existing capacity to measure and monitor response time performance required under this Agreement.

X. Response Time Standards/Penalties

- A. Response Time Performance. The County Contract and this Agreement are performance-based contracts. Each medical incident will be counted as a single response regardless of the number of units that respond. Financial penalties may be levied by County EMS Agency for late responses and for failure to meet response time compliance standards. Penalties will be assessed for late paramedic first responses (non-ambulance) and for late emergency ambulance responses. Contractor shall be responsible for paying to County EMS Agency the financial penalties regardless of whether such penalties were the result of its actions or action of the ALS Fire Agencies. Contractor shall subtract any penalty fine imposed by County EMS Agency as a result of the late response of the ALS Fire Agencies from the quarterly amount paid to ALS Fire Agencies by Contractor.
- B. Contractor and ALS Fire Agencies will be held accountable from the time of dispatch, as defined in Sub-section F.1 below, until the time that the dispatch center is notified by radio (or other reliable method) that the vehicle is fully stopped (wheels not in motion) at the location where the vehicle shall be parked during the incident, or in the event that staging is necessary for personnel safety, at the time the vehicle arrives at the staging area. In all incidents where the crew fails to report their arrival on scene, the time of the next communication from the crew or other on-scene personnel to the dispatch center that indicates that the vehicle has already arrived at the scene shall be used as the arrival on scene time. Response times shall be calculated using minutes and seconds.
- C. Geographical Response Zones. Compliance with response times in this Agreement is measured by meeting the performance criteria in each of the six zones identified within the EOA and the one zone outside the EOA in Service

Area 2. Population density per the most recent United States Census Data Report will determine the category of each zone:

1. Urban: > 1000 people per square mile
2. Semi-Rural: 100 – 999 people per square mile
3. Rural: 10-99 people per square mile
4. Wilderness (Remote): < 10 people per square mile

For the purpose of assigning response time criteria for this Agreement, population density categories shall be defined as follows: (1) Urban; (2) Semi-Rural; and (3) Rural (includes Wilderness).

D. Response Priority Categories. The County currently designates three levels of emergency patient acuity, which are used as response time determinants (Code 3, Code 2, and scheduled non-emergency transport Code 1) with which Contractor must comply by meeting specified response times. ALS Fire Agencies are responsible for complying with such response times for Code 3 and Code 2 calls.

1. The priority designation (Code2/Code 3) of a medical incident shall be accomplished in accordance with approved dispatch protocols for each of the determinants.
2. ALS Fire Agencies will be deemed to be in compliance with response time standards if 90% or more of all Code 3 and Code 2 incidents in which an ALS Fire Agency first responder unit arrives on scene, measured monthly, meet the specified response times per EMS response zones.

E. Response Time Standards. The response time standards for ALS Fire Agencies first responders will be as follows:

Response Code	Population Density	ALS First Responder
Code 3	Urban	7:59 min or less
Code 3	Semi-Rural	14:59 minutes or less
Code 3	Rural	29:59 minutes or less
Code 2	Urban	14:59 min or less
Code 2	Semi-Rural	24:59 minutes or less
Code 2	Rural	39:59 minutes or less

F. Response Time Measurement and Financial Penalties.

1. Measurement of Response Time. The EMS Dispatch CAD data or other dispatch center data utilized by ALS Fire Agencies will be used to calculate response times. Calculation of response times shall begin at the time the following information, at a minimum, is transmitted to the vehicle crew:

- a. Call priority
 - b. Exact address with Thomas Brothers Map coordinates or descriptive location such as building or landmark
 - c. In the event that no ambulance or ALS Fire Agency vehicle is available at the time that the dispatcher is ready to dispatch an ambulance or ALS First Responder, the ambulance or ALS Fire Agency vehicle response time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance or ALS First Responder is available. The arrival on scene shall be identified as the time that the response unit notifies the dispatch center that it is at the location where the response unit shall be parked during the incident, or in the event that staging is necessary for personnel safety, at the time the response unit arrives at a staging area. In all incidents where the crew fails to report their arrival on scene, the time of the next communication from the crew or other on-scene personnel to the dispatch center that indicates that the response unit has already arrived at the scene shall be used as the arrival on scene time. Response times shall be in whole minutes and seconds.
2. Applicable Calls. All calls that are designated as Code 3 and Code 2 are subject to the response time standards above and ensuing penalties for late response will be applied. Each incident shall be counted as a single paramedic first response and a single ambulance response regardless of the number of ambulances and other vehicles that were actually utilized. Only the first arriving paramedic first response vehicle, and the first arriving ambulance's times will be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if response time standards are exceeded at the time of cancellation or downgrade. If a call is "upgraded" again, or there is more than one priority change in a given call, then Contractor or ALS Fire Agencies are not subject to any financial penalties for that call, provided the upgrade or second change in priority does not occur after the passage of a response time penalty threshold.
 3. In some cases, late responses will be exempted from financial penalties and from response time compliance reports. These exemptions will be for good cause only, as reasonably determined by the County Contract Administrator. The burden of proof that there is good cause for the exemption shall rest with the Contractor and/or ALS Fire Agencies. Contractor and/or ALS Fire Agencies must file a request for each response time exemption on a monthly basis with the County Contract Administrator within 15 days of the end of the previous month. Such

request shall list the date, the time, and the specific circumstances causing the delayed response.

The alleged good cause must have been a substantial factor in producing the excessive response time and must be documented in the exception report per EMS Policy. Good cause for an exemption may include, but is not limited to the following scenarios:

- a. Inaccurate dispatch information when unedited dispatch records or tapes verify the following:
 - i. Dispatcher gave incorrect call priority, address, or Thomas Brothers Map coordinates that had a negative effect on response time;
 - ii. Incorrect or inaccurate dispatch information received from a calling party or 911 Public Safety Answering Point;
 - iii. Disrupted voice or data transmission; or
 - iv. Dispatcher failure to document/record times;
- b. Inability to locate address due to non-existent or inaccurate address;
- c. Unavoidable delay caused by traffic congestion when there is no reasonable alternate access to the incident;
- d. Weather conditions which impair visibility or create other unsafe driving conditions;
- e. Unavoidable delays caused by road construction and/or closure;
- f. Unavoidable delays caused by trains;
- g. Off-road or off-paved road locations;
- h. Extraordinary ALS Fire Agency response demands; or
- i. A declared state of emergency or disaster.

- G. Response Time Fine Structure. If ALS Fire Agencies fail to meet response time standards or performance standards in the delivery of service, except as otherwise exempted, ALS Fire Agencies may be assessed penalties by the County EMS Agency in the following amounts:

Extended Response (per each incident)

Extended Response Time over specific zone requirement.	10-15 min over	\$1,000
	>16 min over	\$1,500

Failure to meet Calendar Month EMS Zone Response Group (per zone per month)*

89-89.99%	\$1,000
88-88.99%	\$1,500
87-87.99%	\$2,500
86-86.99%	\$4,000
85-85.99%	\$6,000
<85 %	\$8,000

Additional Penalty Assessment (per incident)

Failure of crew to report response times at-scene and the at-scene time is not verifiable by other pre-agreed reliable means	\$250
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- H. Other Repercussions. If County Contract Administrator with recommendation of the Contract Compliance Committee determines that ALS Fire Agencies have failed to maintain a response compliance level for three consecutive months and/or for having an extended time response on all late calls more than 5 % of the time without being granted any time exemptions, the County may determine that there is a breach of this Agreement and may direct Contractor to terminate this Agreement.
- I. Performance Report. Within 15 business days following the end of each month, ALS Fire Agencies shall submit a written report to County EMS Agency, in a manner required by the County Contract Administrator, identifying each emergency call dispatched which did not meet response time standard, and each failure to properly report times necessary to determine response time and on-scene time. ALS Fire Agencies shall identify causes of performance failures and shall document efforts to eliminate these problems.

XI. Additional Mutual Obligations of Contractor and ALS Fire Agencies

- A. Operational Standards and Policies. Contractor and ALS Fire Agencies shall mutually agree upon the operational standards and procedures, for service delivery described herein, prior to commencement of this Agreement. Such procedures shall also be approved by the County Contract Administrator and shall be included in Contractor’s written system status management plans.

- B. Participation on EMS Committees. In order to enhance patient care, maximize cost recovery and effectiveness, improve overall system design and improve coordination among the Contractor and ALS Fire Agencies, Contractor and ALS Fire Agencies agree to actively participate as members of EMS committees established by the County including, but not limited to, quality improvement or utilization review (or similarly titled) committees and/or other committees which perform continuous quality improvement/utilization review and similar functions.
- C. Medical Directors. Contractor and ALS Fire Agencies shall provide a physician medical director who shall oversee and coordinate the clinical performance to be provided pursuant to this Agreement. The physician who serves as the medical director shall be board certified in emergency medicine or equivalent, currently practicing emergency medicine in a local emergency department, and approved by the County EMS Agency Medical Director. Nothing in this paragraph shall obligate an ALS Fire Agency to retain a new medical director on the date this Agreement becomes effective to be in compliance with these requirements. Any ALS Fire Agency medical directors retained after the date this Agreement becomes effective shall be required to meet these requirements, however.
- D. Medical Authority. Contractor and ALS Fire Agencies acknowledge that pursuant to the State EMS Act and Regulations, the County EMS Agency Medical Director is required to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS System. County EMS Agency Medical Director has final authority on all EMS medical issues and/or medical policies.

XII. COMPENSATION FOR ALS FIRE AGENCIES

- A. ALS First Responder Program Funding. Contractor shall pay ALS Fire Agencies in accordance with Section XII (C) below for the ALS First Responder Program Services to be provided by ALS Fire Agencies under this Agreement. Payment for other services to be rendered by BLS Fire Agencies shall be made in accordance with a separate agreement between Contractor and BLS Fire Agencies.
- B. Funding Mechanism For ALS First Responder Services. Contractor and ALS Fire Agencies acknowledge their understanding that the funding set forth in Section XII (C) below was determined based on a mechanism developed after a careful review and analysis of the actual and potential costs of providing ALS services at levels determined by the County. Contractor and ALS Fire Agencies acknowledge that the compensation to be provided to ALS Fire Agencies for service under this Agreement is based upon the cost that Contractor would bear if it provided service at the level determined by the County, in the absence of this Agreement. Accordingly, Contractor and ALS Fire Agencies stipulate and agree that the compensation specified within this Agreement is the sole, complete and total amount of compensation to be provided by Contractor to ALS Fire Agencies

for the delivery of ALS first responder services under this Agreement and the necessary elements of production whereby those services are provided, by ALS Fire Agencies as defined in this Agreement.

1. Under no circumstances will Contractor compensate ALS Fire Agencies in excess of the cost to the ALS Fire Agencies to provide ALS first responder services or in excess of the Contractor's Cost Differential, as defined hereinafter, to provide ALS first response services with in-house resources.
 2. Annually, the funds paid to ALS Fire Agencies and BLS Fire Agencies under this Agreement pursuant to Section XII (C) and Section XII (D) shall be adjusted, based on the CPI provisions detailed in the County Contract.
- C. Base Funding. Contractor shall pay the sum of \$514,972 to ALS Fire Agencies and the sum of \$335,028 to BLS Fire Agencies annually ("Base Sum"), subject to adjustment as set forth in Sections XII (B) (2) above and XII (E) below ("Adjusted Base Sum"), for services performed under this Agreement as follows:
1. Carpinteria shall receive 15.395% of the Adjusted Base Sum.
 2. County Fire Department shall receive 36.701% of the Adjusted Base Sum.
 3. Montecito shall received 8.489% of the Adjusted Base Sum.
- D. Pursuant to a proposed Basic Life Support Agreement between Contractor and certain BLS Fire Agencies, BLS Fire Agencies shall receive 39.415% of the Adjusted Base Sum for services provided to Contractor as more specifically set forth in the BLS Fire Agencies Agreement. In the event any member of the Basic Life Support Agreement terminates that agreement, the above distribution percentages may be renegotiated as between Contractor, ALS Fire Agencies and BLS Fire Agencies.
- E. Any penalty imposed upon ALS Fire Agencies pursuant to Section X above, shall be deducted from the Base Sum. Such deduction shall reduce proportionately the amount of the Base Sum paid quarterly to ALS Fire Agencies pursuant to Section XII (C) and to BLS Fire Agencies pursuant to Section XII (D). For example, if County Fire Department's actions result in the imposition of a \$1,000 penalty under this Agreement, then the amount paid to Carpinteria shall be reduced by \$153.95 (i.e. 15.395%), the amount paid to County Fire Department shall be reduced by \$367.01 (i.e. 36.701%), the amount paid to Montecito shall be reduced by \$84.89 (i.e. 8.489%) and the amount paid to the BLS Fire Agencies shall be reduced by \$394.15 (i.e. 39.415%).

- F. During the term of this Agreement that is prior to the effective date of the BLS Fire Agency Agreement referred to in Section XII (D) above, ALS Fire Agencies agree that any penalties imposed by County EMS Agency pursuant to Section X during this interim period shall be deducted solely from the portion of the Base Sum distributed to the ALS Fire Agencies. Such penalties shall be shared proportionately by the ALS Fire Agencies. Upon the effective date of the BLS Fire Agencies Agreement, this Section (F) shall have no further force and effect.
- G. All payments made under this Agreement by Contractor to ALS Fire Agencies shall be made effective as of the date this Agreement is approved by all Parties and shall be made in arrears in quarterly installments with the first payments being made on July 1, 2005. Any amount paid on July 1, 2005 shall be prorated from the date the Agreement is approved by all Parties.

XIII. TERM AND TERMINATION

- A. Term. This Agreement shall take effect upon approval by County EMS Agency and approval and execution by Contractor and ALS Fire Agencies. Unless terminated sooner as provided for herein, the term of this Agreement shall be coterminous with the term of the County Contract and any extension thereof.
- B. Termination for Convenience. Contractor, on the one hand, or Carpinteria, County Fire Department or Montecito, on the other hand, may terminate this Agreement for convenience upon providing 120 days prior written notice to all Parties.
- C. Termination for Major Default. In addition to all other rights and remedies that the Parties may have by law or in equity, this Agreement may be terminated by Contractor on the one hand, or by one or more of the ALS Fire Agencies on the other, for a major default by the breaching Party, if such breach is not cured after notice and the opportunity to cure is given in the manner provided in this section.
 - 1. Definition of Major Default. The following conditions and circumstances shall constitute a major default of this Agreement.
 - a. Any default by either Party that results in issuance of a notice of Major Default by the County under the County Contract.
 - b. As to Contractor, failure of Contractor to make the payments to ALS Fire Agencies as required by this Agreement for a period of 60 days after any payment is due.
 - 2. Notice of Major Default/Opportunity to Cure. Contractor shall immediately provide ALS Fire Agencies with any notice of Major Default that Contractor receives from County EMS Agency under the County Contract. In the event that Contractor believes that such default is due in whole or in part to default under this Agreement by ALS Fire Agencies,

Contractor shall simultaneously give ALS Fire Agencies written notice describing with reasonable specificity the nature of the Major Default. Within five days of their receipt of notice that Contractor believes that such default is due in whole or in part to default under this Agreement by ALS Fire Agencies, ALS Fire Agencies shall deliver to Contractor and County EMS Agency a written response and, if ALS Fire Agencies also believe that the notice of Major Default is based upon any conduct of ALS Fire Agencies, a plan to cure such Major Default. ALS Fire Agencies shall deliver to Contractor and County EMS Agency a written update of its efforts to cure any such Major Default every five calendar days until such default is completely cured. If ALS Fire Agencies fail to cure a County EMS Agency noticed Major Default within 30 calendar days (or any longer period of time as may be approved in writing by County EMS Agency) after its receipt of notice of Major Default, or if the breaching ALS Fire Agencies fail to timely deliver its plan to cure such default or fails to timely update such plan, Contractor may immediately terminate this Agreement.

D. Mutual Termination for Legal Invalidity. This Agreement may be terminated by any Party, as soon as reasonably possible, if this Agreement or any material term or provision hereof including, but not limited to, the manner of funding the ALS First Responder Program under this Agreement, is determined unlawful by any court or becomes unlawful as a result of subsequently passed legislation or regulation, or is reasonably deemed to be unlawful by a party based on an interpretation of any law or regulation by a governmental agency with jurisdiction over the Parties; provided, however, that Contractor and ALS Fire Agencies shall first meet and confer in a good faith attempt to amend this Agreement to conform with applicable law. In the event County EMS Agency or any Party proposes a revision to this Agreement that resolves such illegality, Contractor and ALS Fire Agencies shall consider such amendment in good faith.

E. Effect of Termination.

1. Termination Prior to Expiration of Agreement. In the event of termination prior to the scheduled expiration date of this Agreement, each Party shall faithfully perform the obligations covered by the Notice of Termination through the effective date of termination. In the event of a termination, the remaining Parties agree to negotiate in good faith to make any amendments to this Agreement necessary to effectuate its purposes.

2. Termination Effect on Future Service. As of the effective date of termination of this Agreement, Parties shall have no further rights, duties or obligations under this Agreement. ALS Fire Agencies retain the right to continue to provide ALS services as authorized under their respective ALS agreements with County.

3. Payment of Outstanding Amounts Owed. Contractor agrees to pay ALS Fire Agencies in full for all amounts due ALS Fire Agencies under this Agreement as of the effective date of termination, subject to any deductions provided under this Agreement or applicable law.

XIV. DISPUTE RESOLUTION PROCESS

A. Disputes Regarding Financial and Operational Issues.

1. Notice of Dispute. In the event that a dispute arises between Contractor and ALS Fire Agencies relating to interpretation of this Agreement with respect to operational issues, including issues regarding the services or supplies to be provided by any Party, or financial issues, including issues related to payments to be made by any Party, the aggrieved Party may initiate Dispute Resolution by providing written notice of its interpretation of the disputed provision ("Notice of Dispute") to the other Parties and the County EMS Agency. The Notice of Dispute shall state in detail all grounds and evidence for the noticing Party's interpretation of the disputed provision.
2. Response to Notice of Dispute. If the Parties receiving a Notice of Dispute disagree with the interpretation of the disputed provision, as set forth in the Notice of Dispute, a written request to meet concerning the dispute may be provided to the Party that initiated the Notice of Dispute within 30 days of receipt of the Notice of Dispute.

B. Dispute Resolution Meeting. Contractor and ALS Fire Agencies agree to meet as soon as reasonably practicable after a request to meet is given, and to designate appropriate personnel from within their respective organizations to work in good faith to resolve the dispute.

C. Executive Meetings. If there is no resolution of the dispute after completion of two staff level meetings, Contractor's Director of Operations shall meet with ALS Fire Agencies' representative. County EMS Agency shall be notified in writing if the meetings do not resolve the matter.

D. Legal Disputes. Counsel for Contractor shall meet with the counsel for the ALS Fire Agencies prior to the initiation of any litigation or administrative proceeding involving this Agreement or the services, supplies or payments to be made by a party hereunder. Counsel for County EMS Agency shall be provided the opportunity to participate in any such meeting, and County EMS Agency shall be given at least two weeks notice prior to the initiation of any litigation by any Party under this Agreement.

XV. INDEMNITY AND INSURANCE

- A. Mutual Indemnity. Contractor and ALS Fire Agencies agree that the respective ALS Fire Agencies shall indemnify, defend, and hold harmless Contractor, its officers, and employees, from any and all claims for injuries or damage to persons and/or property which result from the sole negligence or willful acts or omissions of the respective ALS Fire Agencies, or its officers, agents, and/or employees. Contractor and ALS Fire Agencies further agree that Contractor shall indemnify, defend, and hold harmless respective ALS Fire Agencies, its officers, and employees, from any and all claims for injuries or damage to persons and/or property which result from the sole negligence or willful acts or omissions of Contractor, or its officers, agents, and/or employees.
- B. Comparative Negligence. In the event of concurrent liability and negligence of the respective ALS Fire Agencies, its officers, agents and/or employees and Contractor, its officers, agents and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may hereafter be modified.
- C. Immunities and Defenses. Nothing contained herein shall be construed, however, as a waiver of any immunities or defenses that ALS Fire Agencies may have under applicable provisions of the California Tort Claims Act (Government Code Section 810 et seq.) and the limitation on liability for emergency medical personnel contained in California Health & Safety Code section 1799.100 et seq.
- D. Survival of Obligations. Contractor's and the ALS Fire Agencies' obligations to indemnify, hold harmless and defend the other under this Agreement shall survive termination of this Agreement.
- E. Insurance. Pursuant to the County Contract, Contractor has agreed to maintain insurance as specified therein and to require ALS Fire Agencies to do so. Prior to the execution of this Agreement, Contractor shall review and approve the insurance or self-insurance coverage levels maintained by the ALS Fire Agencies and shall verify that such insurance or self-insurance is acceptable to the County for purposes of this Agreement. Reduction in future coverage levels is prohibited, except upon approval by Contractor and County EMS Agency.
- F. No Third Party Beneficiary Except County. Contractor and ALS Fire Agencies acknowledge County EMS Agency is a third party beneficiary under this Agreement and County EMS Agency is entitled to exercise the rights and remedies accorded to Contractor under this Agreement. This Agreement shall not be construed as, or deemed to be an Agreement for the benefit of any third party or parties other than County EMS Agency; and no third party or parties other than County EMS Agency shall have any right or action hereunder for any cause whatsoever.

XVI. ASSIGNMENTS AND SUBCONTRACTS

Except as otherwise provided herein with respect to the ALS Fire Agencies, neither Party shall assign, nor employ subcontractors for, performance of essential aspects of its duties under this Agreement, without the written consent of the other and the County EMS Agency, which consent shall not be unreasonably withheld. Any such assignment or subcontracting shall be subject to the restrictions on assignment and subcontracting set forth in the County Contract.

XVII. MISCELLANEOUS TERMS

- A. Relationship of Parties. Contractor and ALS Fire Agencies agree that in the performance of ALS services under this Agreement, ALS Fire Agencies shall be, and are, independent contractors.

- B. Notice. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the U.S. mail, postage prepaid, [or when sent by facsimile for transmittal,] (no fax numbers included) addressed as follows:

Contractor: Director of Operations
 American Medical Response
 240 East Highway 246, Suite 300
 Santa Barbara, California 93427
 Facsimile: (805) 686-4496

ALS Fire Agencies: Carpinteria-Summerland Fire Protection District
 Attn: Fire Chief
 911 Walnut Avenue
 Carpinteria, CA 93013
 Facsimile: (805) 684-8242

 County of Santa Barbara
 County Fire Department
 Attn: Fire Chief
 4410 Cathedral Oaks Road
 Santa Barbara, CA 93110
 Facsimile: (805) 681-5563

 Montecito Fire Protection District
 Attn: Fire Chief
 595 San Ysidro Road
 Santa Barbara, CA 93108
 Facsimile: (805) 969-3598

County EMS Agency: County of Santa Barbara
 Emergency Medical Services Agency

Attn: Agency Director
300 North San Antonio Road
Santa Barbara, CA 93110
Facsimile: (805) 681-5142

- C. Controlling Law. This Agreement, including the rights and duties of Contractor and ALS Fire Agencies hereunder, and its, validity, interpretation and performance, shall be governed by the laws of the State of California.
- D. Entire Agreement. This Agreement constitutes the entire agreement between Contractor and ALS Fire Agencies regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.
- E. Existing Agreements and Rights of ALS Fire Agencies. Nothing in this Agreement shall effect or in any way interfere with the existing rights of the ALS Fire Agencies to provide ALS services pursuant to and in compliance with existing ALS Provider Agreements approved by the County or County EMS Agency, respectively. Nor shall this Agreement in any way alter or interfere with any existing rights enjoyed by the ALS Fire Agencies to provide ALS first responder services under the California Health and Safety Code provisions, including but not limited to Section 1797.201.
- F. Prior Approval of Agreement by County EMS Agency. County EMS Agency must approve this Agreement and any amendment thereto prior to implementation.
- G. Amendment. The terms and conditions of this Agreement may be reviewed or modified at any time. Any modification to this Agreement, however, shall be effective only when agreed to in writing by all ALS Fire Agencies and Contractor and upon the prior approval of County EMS Agency.
- H. Compliance With Applicable Laws. All services to be performed by the Parties pursuant to this Agreement shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances and regulations, and County EMS Agency policies and procedures.
- I. Construction. Contractor and ALS Fire Agencies acknowledge that for purposes of construing this Agreement, neither party shall be deemed to be the drafter. The headings of this Agreement are for the purposes of convenience only and shall not be deemed to be a part of the Agreement. Nothing contained in this Agreement or the County Contract is intended to limit, enlarge or otherwise modify the legal authority over emergency medical dispatch protocols and procedures, or over basic life support or other services provided by ALS Fire Agencies outside the scope of this Agreement, that either Contractor or ALS Fire Agencies would be entitled to exercise in the absence of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the dates set forth below.

AMERICAN MEDICAL RESPONSE

CARPINTERIA-SUMMERLAND FIRE PROTECTION DISTRICT

By: _____
Louis K. Meyer, CEO, Pacific Northwest Region

By: _____
Craig Price, President

Date: _____

Date: _____

ATTEST:

By: _____
Paul Ekstrom, Secretary

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____

By: _____

Deputy County Counsel

APPROVED AS TO FORM:
JOHN SCHERREI
COUNTY FIRE CHIEF

By: _____

APPROVED AS TO FORM:
ELLIOT SCHULMAN, MD, MPH
DIRECTOR, PUBLIC HEALTH DEPT.

By: _____

Deputy

APPROVED AS TO FORM:
STEPHEN D. UNDERWOOD
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

MONTECITO FIRE PROTECTION
DISTRICT

By: _____
Roland Jensen, President

Date: _____

ATTEST:

By: _____
John Venable, Secretary

APPROVED AS TO FORM AND
CONTENT:

COUNTY OF SANTA BARBARA
EMERGENCY MEDICAL SERVICES
AGENCY

By: _____

Nancy Lapolla, Director

Date: _____

EXHIBIT A
EMS Service Area and Map of EMS Service Area

ALS Fire Agencies agree to provide Advanced Life Support First Responder Services in EMS Zones 31, 32, 49, 50, 51, 53, 63, 64, 65, 66, and 67 as more particularly depicted on the attached map.