

**EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICE AGREEMENT FOR
ADVANCED LIFE SUPPORT, AND PRE-HOSPITAL CARE**

This is an agreement, entered into this 14th day of December, 2004, by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, herein called County and AMERICAN MEDICAL RESPONSE WEST, a California Corporation, and a subsidiary of AMERICAN MEDICAL RESPONSE, INC. hereinafter referred to as Contractor for the provision of emergency and non-emergency advanced life support ambulance services.

RECITALS

WHEREAS it is recognized that an effective emergency medical services program in part is based upon: population density, a reliable system of response, an agreed upon level of effort by Contractor and Advanced Life Support (ALS) response; and

WHEREAS Contractor possesses the skills, experience, education and competency to perform the special services and, County desires to engage Contractor for such special services upon the terms provided; and

WHEREAS, Division 2.5 of the Health and Safety Code sections 1797.224 and 1797.85 allows the local EMS agency to create Exclusive Operating Areas (EOAs) to restrict operations to one or more providers of emergency ambulance service; and

WHEREAS, pursuant to Health and Safety Code, Division 2.5, Section 1797.224, and other applicable provisions of law, County has previously established exclusive emergency ambulance service areas and has contracted with Contractor, or with an entity to which Contractor is the successor, for provision of such services in Service Area 1; and

WHEREAS, pursuant to such prior contract(s), Contractor, directly or in combination with or as successor to Contractor's predecessor(s) in interest, has continuously provided emergency ambulance service within Service Area 1; and

WHEREAS, pursuant to such prior contract(s), Contractor, directly or in combination with or as successor to Contractor's predecessor(s) in interest, has continuously provided emergency ambulance service within Service Area 2; and

WHEREAS, County has determined that a new contract should be entered with Contractor to continue Contractor's services as County's contracted emergency ambulance services provider for Service Area 1 and Service Area 2 under the terms and conditions set forth in this Agreement; and

WHEREAS, The system design contained in this Agreement is the result of an inclusive process involving a project team as determined by the Santa Barbara County Board of Supervisors which includes representatives from the County and Santa Barbara County Fire Chiefs Association; which solicited input from all system stakeholders including physicians, nurses, hospitals; and

WHEREAS, Contractor represents that it is willing, able, and desirous of continuing to be County's contracted emergency medical services provider for Service Area 1 and Service Area 2 pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Santa Barbara has developed a written agreement with a qualified Advanced Life Support (ALS) ambulance service provider namely American Medical Response; and

WHEREAS, Title 22 California Code of Regulations Section 100173, Division 9, Chapter 4, Article 6, requires an ALS service provider to have a written agreement with the local EMS Agency.

NOW, THEREFORE, the parties hereto agree as follows:

Santa Barbara County

PUBLIC Health

D E P A R T M E N T

EMERGENCY MEDICAL SERVICES AGENCY



**EMERGENCY AND NON-EMERGENCY AMBULANCE
SERVICE AGREEMENT FOR ADVANCED LIFE
SUPPORT, AND PRE-HOSPITAL CARE**

Effective Date: January 1, 2005

**EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICE AGREEMENT FOR
 ADVANCED LIFE SUPPORT, AND PRE-HOSPITAL CARE
 Between The County Of SANTA BARBARA
 And American Medical Response West**

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1 **SECTION 1 ADMINISTRATION OF THE CONTRACT AND TERMS**

2
3 **1.1 Contract Administration**

4
5 The Santa Barbara County Emergency Medical Services Agency Director will act as
6 Contract Administrator, and shall represent the County in all matters pertaining to this
7 Agreement and administer this Agreement on behalf of the County. The EMS Agency
8 Director or her/his designee may:

- 9
10 A. Audit and inspect the Contractor's operational and patient care records;
11 B. Monitor the Contractor's and Subcontractor's EMS service delivery for compliance
12 with standard of care as defined through law, medical protocols, and policies; and
13 C. Provide technical guidance, as the EMS Agency deems appropriate.

14
15 **1.2 Term of Contract**

16
17 The term of this Agreement shall commence at 00:01 hours on January 1, 2005 (Effective
18 Date), and shall terminate at midnight on December 31, 2011, unless terminated earlier or
19 extended pursuant to the terms and conditions of this Agreement.

20
21 **1.3 Definition**

22
23 The definition in **Exhibit A** describes the various terms and operation expectation referred to
24 in this Agreement.

25
26 **1.4 Conditions for Contract Extension**

27
28 This Agreement may be extended for two (2) subsequent three-year terms. County and
29 Contractor agree that Contractor's performance under the existing terms and conditions of
30 the Agreement at the time the contract extension is being considered, shall be the
31 predominant determinant on granting the contract extension. Two years prior to the
32 expiration of this Agreement, Contractor shall petition the EMS Agency Director for the
33 option to extend the Agreement based on the following:

- 34
35 A. The Contract Compliance Committee (CCC) shall provide a recommendation to the
36 EMS Agency Director based on the Contractor's ability to meet the terms and
37 conditions of this Agreement, based on compliance reports approved by the
38 committee. The CCC recommendations for extension will be based on the following
39 considerations:
- 40 1. Compliance with this Agreement;
 - 41 2. Operational and financial areas;
 - 42 3. Effectiveness of Contractor's quality improvement program in achieving
43 demonstrable improvements in the performance and efficiency of the system;
 - 44 4. Cooperation of management in assisting the EMS Agency with system
45 operation and enhancements;
 - 46 5. Number of substantiated complaints filed against Contractor and the manner
47 in which Contractor handled them;
 - 48 6. Extent of Contractor's community involvement;
 - 49 7. Consistency in maintaining and/or improving its professional image;
 - 50 8. Integration of community and employee input;

1 B. In deciding whether or not to extend the Agreement, the EMS Agency, will
2 utilize the recommendation of the Contract Compliance Committee.

3
4 **1.5 Contract Service Area**

5
6 All requirements described in the Agreement apply to the geographical area of the County of
7 Santa Barbara as shown in **Exhibit B** and described as the Exclusive Operating Area (EOA)
8 Service Area 1 and Service Area 2, the Lompoc area as described in **Exhibit A**, outside the
9 EOA. The contract service area is divided into seven (7) EMS response zone groups and for
10 response time purposes have Urban, Semi-Rural, Rural /Wilderness response time
11 requirements.

12
13 **1.6 Notices**

14
15 All notices, demands, requests, consents, approvals, waivers, or communications (“notices”)
16 that either party desires or is required to give to the other party or any other person shall be
17 in writing and either personally delivered or sent by prepaid postage, first class mail.
18 Notices shall be addressed as appears below for each party, provided that if either party
19 gives notice of a change of name or address, notices to the giver of that notice shall
20 thereafter be given as demanded in that notice.

21
22 Contractor: Vice President of Operations
23 American Medical Response
24 240 E. Highway 246, Suite 300
25 Buellton, CA. 93427

26
27 County: Emergency Medical Services Agency Director
28 County of Santa Barbara
29 300 North San Antonio Road
30 Santa Barbara, CA. 93110

31
32 **SECTION 2 – ROLES AND RESPONSIBILITIES**

33
34 **2.1 County’s Functional Responsibilities**

35
36 The County seeks to ensure that reliable, high quality prehospital emergency medical care
37 and transport services are provided on an uninterrupted basis. To accomplish this purpose,
38 the County will:

- 39
40 A. Oversee and enforce the Contractor’s rights as the sole provider of ALS prehospital
41 emergency medical care transport services within the EOA, services area 1;
42 B. Oversee and enforce the Contractor’s rights as the sole provider of ALS prehospital
43 emergency medical care transport services within service area 2;
44 C. Provide medical direction and control of the EMS system;
45 D. Oversee, monitor and evaluate contract performance and compliance;
46 E. Implement and utilize an electronic Patient Care Report (PCR) database, either an
47 internet-based PCR or alternative in order to assess the quality of prehospital care
48 being provided;
49 F. Provide access to emergency medical dispatch services through the Santa Barbara
50 County Public Safety Communications Center and utilizing radio dispatching,
51 Automatic Vehicle Location (AVL) devices, and Mobile Data Terminals/Computers

1 (MDC) for all ambulance and supervisor units necessary for proper administration of
2 the Contractors' written System Status Management Plan;

- 3 G. Develop emergency medical dispatch performance measures and standards, which
4 will be included in the Memorandum of Understanding (MOU) between the Public
5 Health Department and the Sheriff's Department for EMS dispatching services.
6 These will be developed in collaboration with the Contractor and EMS Agency to
7 ensure minimum medical and operational standards are met by the County Public
8 Safety Communication Center;
- 9 H. Review and take appropriate action on any proposal for change to improve or realign
10 EMS dispatching, Contractor deployment, and/or EMS system management
11 functions, including but not limited to, fiscal analysis and operational impacts to the
12 Public Safety Dispatch Center and to the Contractor;
- 13 I. Provide Contractor access to Computer Aided Dispatch (CAD) data for System
14 Status Planning analysis and response time reporting.

15
16 **2.2 Contractor's Functional Responsibilities**

17
18 During the term of this Agreement, the Contractor will:

- 19
20 A. Provide prehospital emergency medical care and transport services in response to
21 emergency medical 9-1-1 calls twenty-four (24) hours each day, seven days a week,
22 365 days per year without regard to the patient's financial status within the EOA of
23 Service Area 1 and outside the EOA in Service Area 2 (except EMS Zones 8, 35 &
24 36) for which ambulance services is provided by County Fire;
- 25 B. Develop a ground based, Critical Care Transport (CCT) Program to provide transport
26 services as requested by hospitals within Santa Barbara County with trained
27 Paramedics and Registered Nurses for the provision of critical care interfacility care
28 transport services twenty-four (24) hours each day, seven days a week, 365 days
29 per year without regard to the patient's financial status;
- 30 C. Develop System Status Management and Deployment Plans specific to meeting the
31 performance requirements of Santa Barbara County, continuously monitor the
32 implementation of these plans and make necessary changes to plans with Santa
33 Barbara County EMS Agency approval to meet system requirements;
- 34 D. Provide ambulances, as well as other vehicles, equipment, facilities, medical and
35 other supplies (including all fuel, lubricants, maintenance, insurance, appropriate
36 vehicle permits, and repairs/replacement) that are used by Contractor as necessary
37 for the provision of services required as part of this agreement;
- 38 E. Utilize an Electronic Patient Care Report (PCR) or alternative approved by the
39 EMS Agency for the purpose of capturing data and patient outcomes;
- 40 F. Actively participate in the EMS Performance Improvement process, provide special
41 training and support to employees found in need of special assistance in specific skill
42 or knowledge areas, and provide additional clinical leadership by maintaining a
43 current and extensive knowledge of developments in equipment and procedures
44 throughout the industry and by regularly reporting such developments to the Santa
45 Barbara County EMS Agency;
- 46 G. Establish a recruitment, hiring and retention system consistent with ensuring a
47 quality workforce of clinically competent employees that are currently certified,
48 licensed and/or accredited;
- 49 H. Comply with all training requirements established by the State of California, and all
50 applicable policies and provisions established by the Santa Barbara County EMS
51 Agency;

- 1 I. Provide and/or contract for employee in-services training, which allow field personnel
2 to meet and maintain state and local certification, accreditation, and licensure
3 standards. Such in-service program shall include training on local EMS Agency
4 policies and procedures, field care audits, grief support training, peer support, critical
5 incident stress management, driver training, multi-casualty/disaster training, and
6 training in weapons (chemical, biological, radiological, nuclear and explosive,
7 "CBRNE") of mass destruction;
- 8 J. Notify First Responder Agencies of Contractor's own in-service training program that
9 Santa Barbara County First Responder Agency personnel may attend;
- 10 K. Maintain neat, clean, and professional appearance of all personnel, facilities and
11 equipments;
- 12 L. Maintain good working relationship with law enforcement agencies, first responder
13 agencies, hospitals, healthcare providers and other system participants. This shall
14 include participation in the Incident Command System (ICS) when implemented on
15 any scene;
- 16 M. Maintain a good reputation through ensuring courteous and professional conduct of
17 office and field personnel, participation in published research and industry affairs;
- 18 N. Respond to County inquiries about service and/or complaints within one business
19 day of notification unless otherwise stated by the Santa Barbara County EMS
20 Agency;
- 21 O. Submit data and records requested including financial reports, which are supported
22 by documentation or other verifiable information, as required by the Santa Barbara
23 County EMS Agency;
- 24 P. Notify the Santa Barbara County EMS Agency as soon as possible, of all incidents in
25 which the Contractor's or Subcontractor's personnel fail to comply with protocols
26 and/or contractual requirements;
- 27 Q. Assure that subcontractors meet all performance and contractual requirements;
- 28 R. If subcontracting for paramedic first responder services to meet 8 minute response
29 time requirements in the areas pre-approved and determined by the Santa Barbara
30 County EMS Agency, establish agreements with subcontractor and provide partial
31 reimbursement consistent with the provision of this Agreement and with the first
32 responder funding formula described in this Agreement;
- 33 S. Review all Subcontractor response times, response time exemptions, and withhold
34 penalties from payment and provide said penalties as appropriate to applicable
35 schedules in this Agreement;
- 36 T. Establish and operate a data processing, billing collection and reporting system as
37 required as part of this Agreement.

38 39 **2.3 Medical Control**

- 40
- 41 A. Medical Authority – The Santa Barbara County Emergency Medical Services (EMS)
42 Agency Medical Director has the exclusive authority to develop overall plans, policies
43 and medical standards to assure that an effective level of emergency medical care is
44 maintained within the County prehospital care system and shall provide ultimate
45 medical control over the Contractor and Subcontractor's EMS personnel while
46 operating within the EMS system pursuant to their licensures/certifications. On all
47 matters affecting the quality of patient care; the EMS Agency Medical Director directs
48 policy and procedure. The EMS Agency Medical Director has system-wide scope of
49 authority, which covers all organizations and personnel that have a role in the
50 system.

51

- 1 B. Functions of EMS Agency Medical Director – include, but are not limited to:
- 2 1. The determination of medical policies;
- 3 2. Monitoring of medical aspects of the Contractor's/Subcontractor's
- 4 performance and formulation of recommendations for improving that
- 5 performance;
- 6 3. The development and enforcement of standard of care protocols or
- 7 standards required by the Agreement or by applicable regulations.
- 8
- 9 C. Matters included within the authority of EMS Agency Medical Director – include, but
- 10 are not limited to:
- 11 1. Medical authority over EMS implementation of Emergency Medical Dispatch
- 12 (EMD) to include prioritized dispatch, pre-arrival first aid instructions and
- 13 protocols;
- 14 2. Medical protocols for first responders;
- 15 3. Medical protocols for transport teams (air and ground)
- 16 4. Protocols governing the use of helicopters for scene response;
- 17 5. Patient destination policies;
- 18 6. Equipment, medication and supply inventories;
- 19 7. Monitoring compliance and enforcements of the standards of care;
- 20 8. Advising on other medical issues
- 21
- 22 D. Contractor/Subcontractor's Medical Directors – Contractor and each Subcontractor
- 23 shall provide a physician medical director who will oversee and coordinate the
- 24 Contractor's/Subcontractor's clinical performance. The physician shall be board
- 25 certified in emergency medicine or equivalent, currently practicing emergency
- 26 medicine in a local emergency department, and approved by the EMS Agency
- 27 Medical Director. The Contractors/Subcontractor's Medical Director shall work with
- 28 the EMS Agency Medical Director and the physicians of the EMS base hospital
- 29 system to ensure compliance by the Contractor/Subcontractor with the clinical
- 30 standards established for the Santa Barbara County EMS system. The Santa
- 31 Barbara County EMS Agency Medical Director has the final authority on all EMS
- 32 medical issues and/or policies.
- 33

34 SECTION 3 – DEPLOYMENT SYSTEM STATUS MANAGEMENT

35 3.1 Deployment – System Status Management Plan

36 Deployment Parameters – All Contractor ambulance responses under the terms of its

37 agreement with the County shall be dispatched as directed by Santa Barbara County

38 Public Safety Communications Center in compliance with policies and protocols

39 established by the EMS Agency. Deployment plans shall include:

40

41

42

- 43 1. Specify proposed locations of ambulances and numbers of vehicles to be
- 44 deployed during each hour of the day and day of the week.
- 45 2. Describe 24 hour and system status management strategies.
- 46 3. Describe mechanisms to meet the demand for emergency ambulance response
- 47 during peak periods or unexpected periods of unusually high call volume.
- 48 4. Include a map identifying proposed ambulance stations or post locations.
- 49 5. Describe the full-time and part-time work force necessary to fully staff
- 50 ambulances identified in the deployment plans.
- 51 6. Describe any planned use of on-call crews.

- 1 7. Describe any mandatory (force hire) overtime requirements.
- 2 8. Describe how workload shall be monitored for personnel assigned to 24-hour
- 3 units.
- 4 9. Describe record keeping and statistical analyses to be used to identify and
- 5 correct response time performance problems.
- 6 10. Describe any other strategies to enhance system performance and/or efficiency
- 7 through improved deployment/redeployment practices.
- 8

9 **3.2 On-going Deployment Plan Requirements**

10 An initial deployment System Status Management plan shall be filed with the EMS Agency
11 by January 15, 2005 as part of the Initial Reporting Requirements shown in **Exhibit F**. A
12 current deployment plan shall be kept on file with the Santa Barbara County EMS Agency.
13 The Contractor shall redeploy ambulances or add additional ambulance hours if the
14 response time performance standard is not met.
15

16
17 The Contractor shall submit proposed changes in the deployment plan in writing to the EMS
18 Agency 30 days in advance. The EMS Agency Director may waive the 30-day notice, if an
19 emergency adjustment to the plan is needed to correct an acute performance problem.
20

21 The maximum unit hour utilization for 24-hour ambulance units shall not exceed 0.40 without
22 prior approval by the EMS Agency. The EMS Agency approval is contingent upon the
23 Contractor's response time compliance and Contractor's showing that the increased
24 productivity will not place an unreasonable workload upon the field personnel.
25

26 **3.3 Annual Review of Deployment**

27
28 Each year, as part of the annual contract compliance review process, Contractor will provide
29 County updated deployment maps.
30

31 **SECTION 4 – OPERATIONS**

32 **4.1 Response Time Standards**

- 33
34
35 A. **Response Time Performance** – System response times are a key measurement of
36 performance. This measurement is the determining factor that drives the placement
37 and redeployment of the system's resources throughout the entire system.
38

39 This is a performance-based contract. Each medical incident will be counted as a
40 single response regardless of the number of units that respond. Financial penalties
41 shall be levied for late responses and for failure to meet response time compliance
42 standards. Penalties will be assessed for late paramedic first responses (non-
43 ambulance) and for late emergency ambulance responses. Contractor shall be
44 responsible for paying County the financial penalties set forth in Section 4.F, below,
45 regardless of whether such penalties were the result of its actions or Subcontractor's
46 actions. Penalties will be levied for response time failures outside the EOA in
47 Service Area 2, since this area is considered a part of this Agreement. Penalties will
48 not be levied for ambulance responses into services areas where other providers are
49 the primary responders and the Contractor is providing mutual aid (Exhibit A).
50

1 Contractor will be held accountable from the time of dispatch, until the time that the
2 dispatch center is notified by radio (or other reliable method) that the vehicle is fully
3 stopped (wheels not in motion) at the location where the vehicle shall be parked
4 during the incident, or in the event that staging is necessary for personnel safety, at
5 the time the vehicle arrives at the staging area. In all incidents where the crew fails
6 to report their arrival on scene, the time of the next communication from the crew or
7 other on-scene personnel to the dispatch center that indicates that the vehicle has
8 already arrived at the scene shall be used as the arrival on-scene time. Response
9 times shall be in whole minutes with seconds.

10
11 B. Geo graphical Response Zones –Compliance with response times in this Agreement
12 is measured by meeting the performance criteria in each of the six (6) zones
13 identified within the EOA and the one (1) zone outside the EOA in Service Area 2.
14 Population density per the most recent United States Census Data Report will
15 determine the category of each zone:

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

20
21
22 For the purpose of assigning response time criteria for this Agreement, population
23 density categories shall be combined as follows and as shown in **Exhibit B**;

- 24 1. Urban
- 25 2. Semi-Rural
- 26 3. Rural (includes Wilderness)

27
28
29 C. Response Priority Categories – The County currently designates three levels of
30 emergency patient acuity, which are used as response time determinants (Code 3,
31 Code 2, and scheduled non-emergency transport Code 1) with which Contractor
32 must comply by meeting specified response times.

- 33 1. The priority designation (Code2/Code 3) of a medical incident shall be
34 accomplished in accordance with approved dispatch protocols for each of
35 the determinants.
- 36 2. Contractor will be (or Subcontractor, where applicable and if approved by the
37 EMS Agency) deemed to be in compliance with response time standards if
38 ninety percent (90%) or more of all Code 3 and Code 2 medical incidents in
39 which a transport ambulance arrives on scene, measured monthly, meet the
40 specified response times per EMS response zones
- 41 3. Subcontractor (or Contractor where applicable) will be deemed to be in
42 compliance with response time standards if ninety percent (90%) or more of
43 all Code 3 and Code 2 incidents in which an ALS first responder unit arrives
44 on scene, measured monthly, meet the specified response times per EMS
45 response zones.
- 46 4. Code 1 is generally a pre-scheduled call of a non-urgent nature and shall be
47 the responsibility of the Contractor to respond in a prompt and professional
48 manner. The Contractor shall furnish sufficient on-call crew capacity and
49 manage its available resources so as to provide reasonable prompt (30-45
50 minutes) Code 1 ambulance services except in case of unusual system
51

1 overload beyond the capacity of the established System Status Management
2 plan. These response times are not assessed penalties.
3

4 D. Response Time Standards - The response time standards for ALS First Responders
5 and ALS Ambulance transport units will be as follows:
6

| Response Code | Population Density | ALS First Responder | ALS Ambulance |
|---------------|--------------------|-----------------------|-----------------------|
| Code 3 | Urban | 7:59 min or less | 9:59 minutes or less |
| Code 3 | Semi-Rural | 14:59 minutes or less | 16:59 minutes or less |
| Code 3 | Rural | 29:59 minutes or less | 32:59 minutes or less |
| Code 2 | Urban | 14:59 min or less | 16:59 minutes or less |
| Code 2 | Semi-Rural | 24:59 minutes or less | 26:59 minutes or less |
| Code 2 | Rural | 39:59 minutes or less | 42:59 minutes or less |

7
8 E. Response Time Measurement and Financial Penalties -
9

10 1. Measurement of Response Time

11
12 The EMS Dispatch CAD data will be used to calculate response times.
13 Calculation of response times shall begin at the time the following information, at
14 a minimum, is transmitted to the vehicle crew:

- 15 • Call priority
- 16 • Exact address with Thomas Brothers Map coordinates or descriptive
17 location such as building or landmark

18
19 A secondary voice broadcast and or a MDC transmission will generally follow the
20 initial broadcast, and may contain the following elements:

- 21 • Chief complaint
- 22 • Pertinent patient information
- 23 • Status of first responders
- 24 • Other events occurring at the scene of the call.

25
26
27 In the event that no ambulance is available at the time that the dispatcher is
28 ready to dispatch an ambulance, the ambulance response time shall begin at the
29 time that the dispatcher notes in the automated dispatch system record that no
30 ambulance is available. The arrival on-scene shall be identified as the time that
31 the response unit notifies the dispatch center that it is at the location where the
32 response unit shall be parked during the incident, or in the event that staging is
33 necessary for personnel safety, at the time the response unit arrives at a staging
34 area. In all incidents where the crew fails to report their arrival on scene, the time
35 of the next communication from the crew or other on-scene personnel to the
36 dispatch center that indicates that the response unit has already arrived at the
37 scene shall be used as the arrival on-scene time. Response times shall be in
38 whole minutes and seconds.

39
40 2. Applicable Calls

41
42 All calls that are designated as Code 3 and Code 2 are subject to the response
43 time standards above and ensuing penalties for late response will be applied.

1 Each incident shall be counted as a single paramedic first response and a single
2 ambulance response regardless of the number of ambulances and other vehicles
3 that were actually utilized. Only the first arriving paramedic first response
4 vehicle, and the first arriving ambulance's times will be applicable. If a response
5 is canceled, or downgraded to a lower priority, financial penalties may be
6 assessed if response time standards are exceeded at the time of cancellation or
7 downgrade. If a call is "upgraded" again, or there is more than one priority
8 change in a given call, then Contractor is not subject to any financial penalties for
9 that call, provided the upgrade or second change in priority does not occur after
10 the passage of a response time penalty threshold.

11
12 In some cases, late responses will be exempted from financial penalties and from
13 response time compliance reports. These exemptions will be for good cause
14 only, as reasonably determined by the EMS Agency. The burden of proof that
15 there is good cause for the exemption shall rest with the Contractor/
16 Subcontractor. Contractor must file a request for each response time exemption
17 on a monthly basis with the EMS Agency within 15 days of the end of the
18 previous month. Such request shall list the date, the time, and the specific
19 circumstances causing the delayed response.

20
21 The alleged good cause must have been a substantial factor in producing the
22 excessive response time and must be documented in the exception report per
23 EMS Policy. Good cause for an exemption may include, but is not limited to the
24 following scenarios:

- 25 a) Inaccurate dispatch information when unedited dispatch records or tapes
26 verify the following:
27 1. Dispatcher gave incorrect call priority, address, or Thomas Brothers Map
28 coordinates that had a negative effect on response time;
29 2. Incorrect or inaccurate dispatch information received from a calling party
30 or 911 Public Safety Answering Point;
31 3. Disrupted voice or data transmission;
32 4. Dispatcher failure to document/record times;
33 b) Inability to locate address due to non-existent or inaccurate address;
34 c) Unavoidable delay caused by traffic congestion when there is no reasonable
35 alternate access to the incident;
36 d) Weather conditions which impair visibility or create other unsafe driving
37 conditions;
38 e) Unavoidable delays caused by road construction and/or closure;
39 f) Unavoidable delays caused by trains;
40 g) Off-road or off-paved road locations;
41 h) Unusual system overload;
42 i) A declared state of emergency or disaster;

43
44 F. Response Time Fine Structure - If Contractor and/or Sub-contractor fail to meet
45 response time standards or performance standards in the delivery of service, except
46 as otherwise exempted, Contractor and/or Sub-contractor shall be assessed
47 penalties in the following amounts:

- 48 G.
49 1. The structure for assessed penalties shall be:

1 **Extended Response (per each incident)**

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

2
3 **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 |

4
5 **Additional Penalty Assessment (per incident)**

| | |
|--|-------|
| Preventable mechanical failure with patient on board ambulance (If vehicle is out of compliance with county approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc) | \$500 |
| Failure of crew to report response times at-scene and the at-scene time is not verifiable by other pre-agreed reliable means | \$250 |

6
7 2. Phase-In Period

8
9 For the first three (3) months after the agreement is implemented, (beginning January 1, 2005 through March 31, 2005) response time requirements specified herein shall be enforced but the penalty assessment will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, response time requirements must be met, and penalties will be assessed for non-compliance.

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15 Upon recommendation of the Contract Compliance Committee, the EMS Agency may extend the phase-in period to accommodate implementation of the dispatch enhancements allowing adequate system status management and data acquisition.

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19 3. Other Repercussions

20
21 If EMS Agency with recommendation of the Contract Compliance Committee determines that Contractor or Subcontractor has failed to maintain a response compliance level described in Section 4.1, D, for three consecutive months and /or for having an extended time response as defined in Section 4.1.G 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 as described in Section 11.1 of this Agreement and /or direct Contractor to terminate its subcontract with Subcontractor.

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31 4. Payments and Use of Penalty Assessment Penalties

1 The EMS Agency will make the final penalty determination based on the defined criteria in
2 Section 4.1 F.1 "The structure of assessed penalties" and inform the
3 Contractor/Subcontractor of the incidents and penalties incurred on a monthly basis.
4 Contractor shall pay the EMS Agency all penalties within 45 days of receipt of the
5 notification. Contractor will pay all penalties associated with Subcontractor ALS First
6 Responder from the portion of compensation. A late payment charge of five percent (5%)
7 will be assessed monthly on any payment made after the due date. The Subcontractor will
8 not pay these penalty assessments directly; the Contractor will pay all penalty assessments
9 to the EMS Penalty Assessment Fund, prior to compensating Subcontractor for services
10 rendered.

11
12 Penalties collected will be utilized to support public access defibrillation, prevention
13 programs and other activities to improve the overall EMS system. Decisions regarding the
14 use of the penalty assessment fund will be brought before Contract Compliance Committee
15 for final approval.

16
17 G. Air Ambulance/Air Rescue Services - The County reserves the right to allow helicopter
18 air ambulance or helicopter air rescue services to operate in the County for the
19 purpose of providing air ambulance/air rescue transportation services for both
20 immediate and scheduled responses. This includes flights and transportation
21 within the Exclusive Operating Area. Prehospital utilization of such services is
22 based upon Santa Barbara County EMS Agency policies and procedures. The
23 Contractor shall comply with Santa Barbara County EMS Agency policies and
24 procedures regarding the use of these services.

25
26 H. Standby at Emergency Incidents and Special Events- When requested by a public
27 safety agency, or the EMS Agency, the Contractor shall furnish standby
28 coverage at emergency incidents within the EOA and Service Area 2, at the
29 request of the on-scene Incident Commander (IC), if in the opinion of the IC, the
30 situation poses significant potential danger to the personnel of the requesting
31 agency or to the general public. For purposes of medical stand-by, the Contractor
32 may deploy an ALS ambulance or ALS duty vehicle unless specified by the IC.
33 The Contractor, on direction of its field supervisor(s), may release ALS resources
34 from the scene to meet the needs of system status.

35
36 If the sponsor of a special event requests a dedicated standby ambulance at an
37 event, Contractor shall enter into a separate agreement with the sponsor for the
38 provision of payment for such services as identified in **Exhibit D**. Contractor shall
39 not be precluded from performing other outside work at approved rates, such as
40 non-emergency medical transfers.

41
42 Nothing herein shall excuse Contractor from satisfying its obligations under the terms of this
43 Agreement. Expense for use of dedicated system equipment and revenues generated will
44 be reported as described in **Section 10 – Fiscal Requirements**.

45
46 I. Interfacility Transport Response Times

47
48 Interfacility transports (IFT) are defined as requests for ambulance services that
49 originate from a licensed health care facility for transportation of a patient or patients
50 to another licensed health care facility. Both the Contractor and the Public Safety
51 Dispatch Center shall use an EMS Agency approved call prioritization algorithm to

determine the most appropriate Transport Level. The Contractor shall respond and be on-scene at the originating facility within the following structure (at least 90% of the time):

Transport Levels:

Level 1: Patients requiring immediate and emergent transportation to a higher-level facility for care of critical and potentially life threatening conditions. Facilities are encouraged to utilize the most appropriate transportation mechanism based on the availability of ground and air critical care transportation services or the standard ALS ambulance.

Level 2: Patients requiring urgent (but not emergent) transportation to another facility. These patients are stable, and can medically tolerate a reasonable wait for ambulance services.

Level 3: These patients are stable and in need of ambulance transportation to another facility and can medically tolerate a wait for ambulance services. These may be on short notice (under 24 hours) or prescheduled.

| Transport Level | Dispatch Code | Examples | Action | Type | Response Time |
|-----------------|---------------|--|---|--|---|
| 1 | 2 or 3 | Serious or critical medical/trauma patients requiring possible surgical intervention, acute MI, acute stroke, and other serious time critical medical conditions | Closest ambulance is dispatched | Ground or Air CCT or ALS Ambulance (depending on availability/request) | 15 minutes |
| 2 | 2 | Patients with non-critical fractures or medical conditions | Response is coordinated through System Status | Ground or Air CCT or ALS Ambulance (depending on availability/request) | 30 minutes |
| 3 | 1 or 2 | Routine transportation, W & I Section 5150 patients, etc | Response is coordinated through System Status | ALS Ambulance | 60 minutes desirable (but may be longer due to SSM) |

Response Time Exemptions for Interfacility Transports (IFT)

All of the exemptions for calls outlined in Section 4.1, (E), 2 shall also apply to interfacility transports. Additionally, the following exemptions are allowable for IFT calls:

1. Transport will place the system below acceptable standards of the SSM plan (Standards to be approved by System Status Committee);

- 1 2. Originating facility requests inappropriate level of transport, resulting in a late call at
2 another location.
- 3 3. Transports assigned to the Critical Care Transport (CCT) unit shall be exempt (but
4 Contractor agrees to make best effort to respond as quickly as possible)
5

6 The Contractor shall provide a quarterly report to the EMS Agency on IFT Compliance and
7 annually to the Contract Compliance Committee.
8

9 Contractor must immediately place an additional ALS Rescue Unit or ALS Ambulance in
10 service when more than one ALS Ambulance Transport Unit is in service out of the County.
11

12 **4.2 Dispatch Requirements**

13
14 Dispatch – The Contractor will be dispatched through the County Public Safety
15 Communications Center, unless directed otherwise by Santa Barbara County Board of
16 Supervisors. The Contractor will be responsible for thirty-three percent (33%) of the capital
17 expense of the enhanced dispatch TriTech system equipment that is deemed as shared and
18 one-hundred percent (100%) that is deemed as EMS specific as identified in **Exhibit C**. It is
19 anticipated that the total cost share for the Contractor into this enhanced dispatch system
20 (CAD, AVL, MMC, et al) will be \$ 533,00.00. The Contractor shall pay the County this total
21 amount, to be finalized by a dispatch enhancement implementation team, in two equal
22 payments. The first payment shall be paid by July 1, 2005 and the second payment shall be
23 paid by January 1, 2006.
24

25 Dispatch Performance/CQI Program – Recognizing the critical importance communications
26 plays in EMS system performance and the Contractor's ability to fulfill its obligations, County
27 and Contractor agree that the County Public Safety Communications Center will have
28 specific performance standards for EMS dispatch that are measurable. These will be
29 included in the MOU between the Public Health Department and the Sheriff Department.
30 The Contractor will participate in defining these performance standards. The performance
31 standards will be reviewed through a shared governance model and the performance
32 standards will include but not be limited to: time to call pick-up, time to unit dispatch,
33 adherence to EMD protocols, and dispatcher training requirements.
34

35 Payment for Dispatch Services- Payments for dispatch services will be made quarterly and
36 in alignment with the schedule outlined in **Exhibit H**.
37

38 Dispute Resolution. In the event the Public Safety Dispatch Center fails to maintain service
39 compliance levels as identified in Dispatch Performance Measures (as identified in the MOU
40 between the Public Health Department and the Sheriff Department) the EMS Agency and
41 the Sheriff will engage in good faith efforts to resolve the dispute(s) through the appropriate
42 internal hierarchies of each agency. If the dispute(s) remain(s) unresolved, the parties agree
43 to assemble a Dispute Resolution Panel as described below.

44 Dispute Resolution Panel. The dispute resolution panel shall consist of three (3) members,
45 one appointed by CONTRACTOR, one appointed by COUNTY, and a third member as
46 mutually agreed to by the two aforesaid Designees. Designees may be the same or
47 different people than the named Designated Representatives. In the event the third member
48 of the panel cannot be agreed upon, they shall be appointed pursuant to the Commercial
49 Rules of the American Arbitration Association unless the parties mutually agree to choose a
50 third party in another manner. The Dispute Resolution Panel shall convene and hear

1 presentations and documentary evidence from the parties. The rules of evidence shall not
2 apply during the Hearing; and, the proceedings shall be conducted as determined by
3 majority vote of the members of the panel. At the conclusion of the hearing, the panel shall
4 deliberate and render a written decision by majority vote, which shall be final and binding on
5 the parties. In the event the dispute resolution panel incurs any costs or expenses, the
6 CONTRACTOR and COUNTY shall share such costs equally. It is the intent of the parties
7 that the dispute resolution procedures provided for hereunder shall be conducted in as
8 expeditious manner as possible. If the resolution of the dispute requires action of the Board
9 Supervisors (financial impact or a change in manner and scope of dispatching services), the
10 COUNTY shall bring such recommendation to the Board of Supervisors for any action.

11
12 The County agrees to meet and confer with the Contractor over the financial implications to
13 Contractor and the County including, but not limited to potential ambulance rate increases.

14 15 **4.3 Equipment and Supplies**

16
17 A. Ambulances – All ambulances used under the contract shall be of Type I, II, or III,
18 shall be in good condition, and shall meet or exceed the current Federal KKK
19 ambulance standards at the time of the vehicles' original manufacture, except where
20 such standards conflict with State of California standards, in which case the State
21 standards shall prevail. All such ambulances shall also meet or exceed the
22 equipment standards of the State of California. The County will license all units
23 performing emergency response under this Agreement annually.

24
25 As part of Contractor's Annual Compliance Report, the Contractor shall provide to
26 the County a complete listing of all ambulances (including reserve ambulances)
27 proposed to be used in the performance of the Agreement, including their license
28 and vehicle identification numbers, and the name and address of the lien holder, if
29 any. Changes in the lien holder, as well as the transfer of ownership, purchase, or
30 sale of ambulances used under the contract shall be reported to the County.

31
32 Contractor shall provide a sufficient number of ambulances, within the exclusive
33 operating area, and Services Area 2 that are fully stocked with equipment and
34 supplies and staff on call-back at all times to meet 133% of peak system demand.
35 For example; if 21 ambulances are needed to meet peak demand, an additional 7
36 ambulances are required to be fully equipped and supplied ready for utilization to
37 meet the 133% requirement of peak demand.

38
39 B. Ambulance Equipment and Supplies – Each ambulance shall, at all times, maintain an
40 equipment and supply inventory sufficient to meet the standards of Title 13 of the
41 California Code of Regulations, the California Vehicles Code and all County
42 ordinances and regulations and local requirements for ALS level ambulances,
43 including the requirements of the EMS Agency Policies and Procedures. Contractor
44 shall be responsible for stocking all expendable supplies including medications.

45
46 All medical equipment shall be in good repair and in working and safe order at all
47 times. Contractor shall maintain a surplus of all required supplies sufficient to
48 sustain operations for a minimum of thirty (30) days.

49
50 Contractor shall ensure at their own cost that each ambulance is equipped with
51 appropriate emergency communication and alerting devices. Every ambulance shall

1 have the ability to communicate at all times and locations with the County
2 Communications Center, Base Hospital, fire agencies, and public safety agencies.
3 Contractor shall ensure that each ambulance utilized in the performance of services
4 under the Agreement is equipped with emergency alerting devices as identified by
5 the Dispatch Implementation Team capable of being used to notify ambulance
6 personnel of response need; and radio communications equipment compatible with
7 county communications equipment (Med Channels) sufficient to meet or exceed the
8 requirements of County Policies and Procedures.
9

10 Within ninety (90) days after commencement of operations and annually thereafter
11 during the Annual Compliance Report process, Contractor will prepare an Equipment
12 Replacement Plan to County that shall include, but not be limited to, the number of
13 ambulances and a listing of the durable equipment that is scheduled to be removed
14 from front-line service in that year.
15

16 C. Controlled Substances – The Contractor shall have controlled substance policies and
17 procedures, consistent with Drug Enforcement Administration (DEA) requirements, to
18 govern the storage, inventory, accountability, restocking, and procurement of
19 controlled drugs and substances permitted by the County to be carried and utilized in
20 the provisions of ALS by paramedics.

- 21 1. The EMS Medical Director and EMS Agency shall approve all controlled
22 substance policies and procedures.
- 23 2. Any incidence of non-compliance with controlled substance policies and
24 procedures shall be reported immediately to the EMS Agency.
25

26 D. Safety – Contractor shall provide personnel with training and equipment necessary to
27 ensure protection from illness or injury when responding to an emergency medical
28 request.
29

30 E. Vehicle Maintenance Program – Contractor's vehicle maintenance program shall be
31 designed and conducted so as to achieve the highest standards of reliability
32 appropriate to an emergency service.
33

34 Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working
35 condition at all times. Any ambulance with any deficiency that compromises, or may
36 compromise, its performance, shall be immediately removed from service. Contractor
37 shall submit a vehicle maintenance program and locations of maintenance services
38 in writing to the County. Records of vehicle maintenance shall be submitted to the
39 County as part of Contractor's Annual Report. Vehicle mileage shall be limited to
40 200,000 on all front line units and 250,000 on all back-up units.
41

42 Appearance of vehicles shall be excellent. All vehicle signage must be approved by
43 the Santa Barbara County EMS Agency, example of such signage include (Santa
44 Barbara County, Emergency Medical Services, American Medical Response
45 Paramedic Ambulance) Contractor shall repair all damage to ambulances in a timely
46 manner.
47

48 4.4 Disaster Preparedness

49 A. Disaster Plan – The Contractor shall have a plan for the immediate recall of
50 personnel to staff units during multi-casualty incidents; times of peak overload, or
51

1 declared disaster situations. This plan shall include the ability of the Contractor to
2 page and alert off-duty personnel. Contractor shall participate in training programs
3 and exercises designed to upgrade, evaluate, and maintain readiness of the
4 system's disaster and multi-casualty response system.
5

6 To the extent that Contractor has units available, but consistent with its primary
7 responsibility to provide ambulance and emergency medical services within the
8 County of Santa Barbara, Contractor, with EMS Agency approval, shall render
9 immediate "instant aid" and "mutual aid" to those providers of emergency medical
10 services operating within adjacent areas in order to insure that timely emergency
11 medical services are rendered to persons in need of such services within those
12 areas.
13

14 B. Disaster Planning – Contractor shall actively participate with the County in disaster
15 planning. Contractor shall designate a representative who shall regularly attend
16 meetings and shall be the liaison for disaster activities with the County and with other
17 agencies. The Contractor shall provide field personnel and transport resources for
18 participation in any County disaster drill in which the County disaster plan/multi-
19 casualty incident plan is tested.
20

21 C. Disaster Training – All field level staff shall be trained at the ICS-100 level and all
22 field supervisors shall be trained at the ICS-300 level within 60 days of employment
23 or promotion to supervisor level. In addition all staff performing fieldwork under this
24 Agreement will complete a HazMat Awareness program covering all aspects of
25 HazMat response and medical treatment of decontaminated victims of hazardous
26 materials exposure and at a minimum a training program on (CBRNE) at the
27 awareness/operational level or an equivalent course as determined by the EMS
28 Agency. The training will be compatible will national and California standards in this
29 area.
30

31 D. Disaster Response – If a disaster declaration is made, the County may suspend
32 normal operations and the Contractor shall respond in accordance with the disaster
33 plan. The following provisions may apply, as determined by the EMS Agency, during
34 and after a disaster:
35

36 1. During such periods, the Contractor may be released, at the discretion of the
37 EMS Agency, from response time performance requirements for all responses,
38 including late run penalties. At the scene of such disasters, Contractor personnel
39 shall perform in accordance with the County disaster plan.

40 2. A Contractor manager will respond to the Santa Barbara County Emergency
41 Operation Center or EMS Agency Command Center to assist in the coordination
42 of field services.

43 3. Contractor will relay anticipated needs for personnel, vehicles, medical
44 supplies and equipment to the EMS Agency Command Center.

45 4. At the County's request, Contractor will to the best of its ability, provide
46 additional ambulance and personnel from its home fleet and or its other
47 neighboring area operations.

48 5. Contractor will make all its Santa Barbara County based non-emergency
49 transport vehicles available to County and will upgrade them to advance life
50 support status using County and Contractor MCI supplies, as soon as possible.

1 6. When disaster response has been terminated, the Contractor shall resume
2 normal operations as rapidly as is practical considering exhaustion of personnel,
3 need for restocking, and other relevant considerations and shall keep the EMS
4 Agency informed of factors that limit Contractor's ability to resume normal
5 operations.

6 7. During the course of a disaster, the Contractor shall use its best efforts to
7 maintain emergency service throughout the EOA and Service Area 2, and shall
8 suspend or ration non-emergency transport work as necessary.

9 8. The County shall assist the Contractor in seeking reimbursement for its costs
10 for any disaster relief monies. Such assistance shall be limited to processing
11 claims for reimbursement equal to 100% of the direct cost of the services, or the
12 allowable standby charge provided for herein, whichever is greater. The County
13 shall have no financial responsibility for these costs or charges other than to
14 provide assistance in processing the claim(s) for payment.
15

16 **4.5 System Committee Participation**

17 Contractor shall designate appropriate personnel to participate in committees that have a
18 direct impact on emergency medical services for the County to include but not be limited to
19 Emergency Medical Advisory Committee, Disaster Preparedness Advisory Committee,
20 Continuous Quality Improvement, Dispatch Advisory Committee and Contract Compliance
21 Committee.
22

23 **4.6 Community Education/Prevention**

24 Contractor shall participate in the EMS system's public education and information program
25 including press relations, explanations regarding rates, regulations and system operations,
26 increasing public awareness and knowledge of the EMS system, injury/mortality
27 prevention/reduction, and general health and safety promotion.
28

29 Contractor is encouraged to offer a variety of public education programs, including, but not
30 limited to, EMS system use, citizen CPR and Public Access Defibrillation (PAD) programs,
31 disaster preparedness, injury prevention, seat belt and helmet use, and infant/child car
32 seats. Other appropriate activities might include blood pressure screening, speaking to
33 community groups, and programs for school children and adolescents. Contractor shall work
34 collaboratively with other public safety and EMS related groups such as the American Heart
35 Association, the American Red Cross, and health care organizations to plan and provide
36 public education programs.
37

38 As part of the Annual Compliance Report, Contractor shall provide County a report outlining
39 all community education activities over the preceding twelve (12) month period.
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44 **SECTION 5 – PERSONNEL**

45 **5.1 Clinical and Staffing Standards**

46 County expects that the provision of emergency ambulance services shall conform to the
47 highest professional standards and shall comply with all applicable State laws and
48 regulations, and County EMS policies, procedures and field treatment guidelines. All
49 persons employed by Contractor in the performance of work under this contract shall be
50
51

1 competent and holders of appropriate and currently valid certificates/licenses/accreditations
2 in their respective trade or profession. Contractor shall be held accountable for its
3 employees' licensure, performance and actions. Patient's privacy and confidentiality shall
4 be protected; Contractor will comply with all HIPAA requirements. Employees shall not
5 disclose patient medical information to any person not providing medical care to the patient,
6 unless required as part of an organized CQI processes.

7
8 A. Ambulance Staffing – Contractor shall, at all times, staff each ambulance with two
9 persons who are licensed and/or certified in the State of California and accredited in
10 Santa Barbara County; one as an Emergency Medical Technician-Paramedic (“EMT-
11 P”), and one Emergency Medical Technicians-One (“EMT-1”) as those terms are
12 defined in the California Health and Safety Code and the California Code of
13 Regulations.

14
15 B. Management and Supervision

- 16 1. Contractor shall provide the management personnel necessary to administer
17 and oversee all aspects of emergency ambulance service including oversight
18 of subcontracts. To meet this requirement, the Contractor shall have a full-
19 time Santa Barbara County dedicated Operations Manager, who must be at a
20 minimum licensed as a paramedic, in place to liaison with the EMS Agency.
- 21 2. There will be a minimum of two (2) field supervisors or his/her designee, or a
22 management representative on duty within the Exclusive Operating Area
23 (optimally one covering the north county and one covering the south county)
24 operational areas at all times. The supervisor will supervise Contractor
25 personnel, ambulance deployment and operations and will be available as a
26 resource.
- 27 3. The supervisor will maintain close contact with on-duty supervisory personnel
28 at County Public Safety Communications Center and the first responder
29 agencies whenever necessary.
- 30 4. In addition to responding to the needs of the Contractor, the supervisor shall
31 immediately respond at all times to any request by the EMS Agency or public
32 safety personnel from within the EOA and Service Area 2 and shall be
33 authorized to act on behalf of the Contractor.
- 34 5. To meet the mobile needs of supervising the ambulance services, the
35 Contractor shall maintain a fleet of supervisor duty vehicles. At a minimum
36 the Contractor will have a duty vehicle for each on-duty field supervisor, each
37 on-duty Mental Health Assessment Technician (MHAT) if those individuals
38 are part of the System Status Plan, and the Operations Manager. All duty
39 vehicles will be ALS equipped and may not stop the clock unless staffed with
40 a minimum of at least one EMT-1 and one paramedic.

41
42 C. Required Certifications - The contractor will follow the EMS Agency Policies regarding
43 the licensure and certification requirements of its employees who are eligible to work
44 in the County

45
46 D. Infrequent-Use Skills Refresher – EMT-Ps accredited in the county shall regularly
47 practice skills and use of medications listed in the County's scope of practice for EMT-P,
48 prior to performing these skills on patients in the field setting. The list of infrequently
49 used skills that are to be refreshed will be included in EMS policy. A minimum of four (4)
50 hours each year shall be allocated for each paramedic to refresh infrequently used skills
51 identified by the EMS Agency and provided at the annual Base hospitals skill refresher

1 meetings. Contractor shall be responsible for ensuring that EMT-Ps assigned to ALS
2 ambulances regularly complete this training and annual refresher courses.

3
4 **E. Orientation of New Personnel** – Contractor shall ensure that field personnel are
5 properly oriented before being assigned to respond to emergency medical requests. The
6 orientation shall include, at a minimum, EMS system overview; EMS policies and
7 procedures; radio communications with and between the Contractor, base hospital,
8 receiving hospitals, first responder agencies and County Communications; map reading
9 skills (including key landmarks), routes to hospitals and other major facilities, emergency
10 response areas within the county and in surrounding areas; and ambulance equipment
11 utilization and maintenance, in addition to Contractor's policies and procedures.
12 Contractor shall be responsible for ensuring that this standard is met.

13
14 Contractor shall submit an employee orientation program for approval by the EMS
15 Agency. Contractor shall notify EMS Agency in writing of any changes made to program
16 and will submit, as part of Contractor's Annual Report, a report listing all new employee
17 orientation activities for the preceding twelve (12) months.

18
19 Contractor shall participate in the EMS Agency paramedic apprenticeship program to
20 be developed by the EMS Agency and incorporated in the EMS Policy and
21 Procedure Manual.

22
23 **H. In-Service Training, Continuing Education and Driver Training** - Contractor shall have
24 a program for ensuring personnel are prepared to respond to emergency requests
25 through in-service training, continuing education (CE) and Driver Training.

26
27 Contractor shall cooperate fully with the EMS Agency and Base Hospitals to notify
28 EMT-Ps of mandatory education programs. Examples of such programs are the
29 County Skills Lab and mandatory EMS Policies & Procedure updates.

30
31 **G. Field Training Officers (FTO)** – The Contractor shall designate FTOs who shall
32 function as trainers and perform duties on behalf of Contractor. The FTO may
33 function as the EMT-P preceptor only upon successful completion of the County
34 approved Preceptor Training. The name of each FTO and each Preceptor shall be
35 submitted to the EMS Agency within ten (10) days of appointment.

36
37
38 **H. Preparation for Multi-Victim Response** – Contractor shall ensure that all ambulance
39 personnel/supervisory staff are trained and prepared to assume their respective roles
40 and responsibilities under the County Multi-Casualty Medical Incident Response Plan
41 (MCIP) as well as the County Disaster Plan. At a multi-victim scene, Contractor's
42 personnel shall perform as part of the Incident Command System (ICS) structure and
43 in accordance with Standardized Emergency Management System (SEMS)
44 legislation.

45
46 County will provide current MCI plan to Contractor and will notify Contractor of any
47 changes to such plan.

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51 **5.2 Compensation/Working Conditions for Ambulance Personnel**

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- A. Work Schedules and Conditions –Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. The primary issue is patient care, and the Contractor shall ensure that ambulance personnel working extended shifts, part time jobs, voluntary or mandatory overtime, are not fatigued to an extent that might impair their judgment and/or motor skills. To address this concern the Contractor is specifically precluded from requiring staff to work in excess of 48 continuous hours except under emergency conditions as determined by the EMS Agency. Under extreme conditions Contractor shall demonstrate that these personnel are provided sufficient rest periods to ensure that personnel remain alert and well rested during work periods. As part of Contractor's Annual Report, Contractor shall submit an employee turnover report to the EMS Agency.

- B. Compensation/Fringe Benefits – The County expects the Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. Wages and benefits for personnel shall be in accordance with the schedule in the union agreement. The County encourages the Contractor to establish creative programs that result in successful recruitment and retention of personnel. Contractor shall demonstrate, initially and throughout the term of Contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.

- C. New Employee Recruitment and Screening Process – Contractor shall operate an aggressive, stringent, and comprehensive program of personnel recruitment and screening designed to attract and select field personnel.

- D. Employee Records – Contractor shall maintain current records related to paramedic licensing, accreditation, certification, and continuing education. Contractor shall annually provide County with a list of EMT-P and EMT-1's currently employed by the Contractor. Information shall include, but not be limited to, name, address, telephone number, California paramedic license number, County Paramedic accreditation number, ACLS expiration date, CPR expiration date and California driver's license number.

- E. Critical Incident Stress Debriefing (CISD) - The nature of work in emergency medical services produces stress in providers. The County prefers a CISD program that is integrated with programs used by other County prehospital personnel. Contractor shall participate in maintaining a critical incident stress-debriefing program and an on-going stress reduction program for its employees.

5.3 Safety and Infection Control

- A. Contractor asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against Contractor as a result of non-compliance with such guidelines. Contractor agrees to notify County immediately should the status of any of the assertions in this paragraph change or come into question.

- B. Contractor shall, upon request, furnish County a copy of their Communicable Disease

1 Policy and any changes to that policy throughout the term of this Agreement
2
3

4 **SECTION 6 – QUALITY/PERFORMANCE**
5

6 **6.1 Continuous Quality Improvement Program**
7

- 8 A. CQI Program – Contractor shall establish a comprehensive continuous quality
9 improvement (CQI) program approved by the County designed to interface with
10 County's evolving CQI Program, including participation in system related CQI
11 activities. The Contractor's CQI program shall be an organized, coordinated,
12 multidisciplinary approach to the assessment of prehospital emergency medical
13 response and patient care for the purpose of improving patient care service and
14 outcome. The CQI program should not be limited to clinical functions alone. For
15 example, response times should be addressed within the program as well as matters
16 such as customer surveys and complaints. The program should include methods to
17 measure performance, identify areas for improvement, and how such improvements
18 can be implemented and then evaluated. The program shall describe customer
19 services practices, including how customer satisfaction is determined and how
20 customer inquiries/complaints are handled.
21

22 Contractor shall provide for review a comprehensive continuous quality improvement
23 (CQI) plan. As part of Contractor's Annual Report, Contractor shall submit an update
24 to the County to show compliance with approved plan and areas for improvement.
25

26 Contractor shall make available a firefighter/paramedic "ride-along" program for the
27 purpose of providing EMS call management and skills experience to fire service
28 based, County accredited, paramedics. Contractor shall make available up to 2496
29 hours, annually, for this ride along program. Scheduling for the ride along program
30 will be coordinated between the Contractor and respective fire agencies wishing to
31 participate. During ride along sessions, patient care shall remain under the primary
32 control of the Contractor.
33

- 34 B. Clinical Education Coordinator – Contractor will employ a local, in County, non-
35 shared CQI/CES Coordinator, to manage quality improvement and training
36 programs. This Coordinator will be the key clinical liaison to the Santa Barbara
37 County EMS System, working with paramedic first responder agencies and County
38 committees to ensure system clinical excellence. This Coordinator will be
39 responsible for the coordination and execution of all clinical education and training
40 programs for Contractor.
41
- 42 C. Inquiries and Complaints – Contractor shall provide prompt response and follow-up
43 to inquiries and complaints as per EMS Agency Policies.
44
- 45 D. Unusual Occurrences and Complaints – Contractor shall report to the
46 EMS Agency within the timeframe specified by policy and ensure that all contractor
47 personnel involved in an unusual clinical occurrence comply with EMS Agency
48 policy. Contractor shall immediately notify the EMS Agency of potential violations of
49 the California Health and Safety Code, California Code of Regulations Title 22, or
50 local EMS agency policies.
51

1 The Contractor shall maintain a database of non-clinical unusual
2 occurrences/complaints including tracking, trending and resolution. All billing
3 complaints will also be included in the database. Contractor shall include all non-
4 clinical complaints as part of their Annual Compliance Report to EMS Agency.
5 Clinical unusual occurrences/complaints and non-clinical unusual
6 occurrences/complaints will be tracked separately.
7
8

9 SECTION 7 – DATA AND REPORTING

10 7.1 Electronic Patient Care Report (EPCR) Data System Hardware and Software

11 Contractor shall develop and provide for the delivery by September 30, 2005, an electronic
12 patient care report (EPCR) system and will provide the connectivity to the centralized
13 database and the Computer Aided Dispatch (CAD) system and ensure it is operational
14 within 90 days after the EMS Agency certifies the Computer Aided Dispatch (CAD) system is
15 operational. The Contractor shall provide a local computer server to provide data back up of
16 all EPCR information. Contractor will make this available to all Santa Barbara County EMS
17 system participants and maintain the system through the provision of a dedicated in-county
18 (AMR funded employee/contractor/vendor) technical support person. All EMS system
19 participants shall utilize the electronic system patient care system, for patient care reporting.
20 The EMS data system shall be used for documentation of patient medical records,
21 continuous quality improvement, and reporting aggregate data as specified in the California
22 Health and Safety Code.
23
24

25
26 The EMS Data System Implementation Project Team will define the requirements for the
27 electronic patient care report (EPCR) system to meet State and National standards. The
28 Contractor will have a lead role in this project team. The system that the Contractor must
29 provide at its expense to all system EMS participants, as determined by the data
30 implementation team, must include: software to implement the EPCR, a central server
31 module, administrative and reporting module, and various data entry modules. The County
32 and the Contractor agree that the Contractor's proprietary program, M.E.D.S., is the
33 program of choice. If another program is selected, the County and Contractor agree to meet
34 over the financial implications and any needed ambulance rate adjustment required.
35

36 The EMS Agency will provide up to \$340,000 in computer hardware as one time support to
37 offset the initial cost of system implementation. This money has been set aside as part of
38 the original money paid to the EMS Agency by the Contractor in the previous Agreement for
39 the specific purpose of developing an EMS Data System.
40

41 7.2 Use and Reporting Responsibilities

42
43 The EMS data system shall be used for documentation of patient medical records,
44 continuous quality improvement, and reporting aggregate data as specified in the California
45 Health and Safety Code.
46

47 The central repository for EMS data shall be maintained as a requirement of this Agreement.
48 Records contained within the database shall be secure and confidential. Access to actual
49 database records shall be restricted to select entities (e.g. EMS program staff,
50 Contractor's/Subcontractors CQI designated personnel, and other authorized personnel),
51 per EMS Policy.

1
2
3
4 **7.3 Prehospital Care Reports**
5

6 Contractor and Subcontractors shall complete appropriate documentation and Prehospital
7 Care Reports according to EMS Agency policy.
8

9 **7.4 Audits and Inspections**
10

11 At any time during normal business hours, and as often as may reasonably be deemed
12 necessary, EMS Agency representatives and the EMS Medical Director, may observe the
13 Contractor's /Subcontractors operations. Additionally, the Contractor shall make available
14 (within a reasonable timeframe) for their examination and audit all contracts (including union
15 contracts), invoices, materials, payrolls, inventory records, records of personnel (with the
16 exception of confidential personnel records), daily logs, conditions of employment, excerpts
17 of transcripts from such records, and other data related to all matters covered by this
18 contract.
19

20 EMS Agency representatives, may, at any time, and without notification, directly observe
21 Contractor's operation, ride as "third person" on any of the Contractor's response units,
22 provided however, that in exercising this right to inspection and observation, such
23 representatives shall conduct themselves in a professional and courteous manner, shall not
24 interfere in any way with Contractor's employees in the performance of their duties, and
25 shall, at all times, be respectful of Contractor's employer/employee relationship.
26 The County's right to observe and inspect Contractor's business office operations or records
27 shall be restricted to normal business hours, except as provided above.
28

29 **7.5 HIPAA, Public Law 104-191**
30

31 During the term of this Agreement, each party may receive from the other party, or may
32 receive or create on behalf of the other party, certain confidential health or medical
33 information (Protected Health Information "PHI", as further defined below). This PHI is
34 subject to protection under state and/or federal law, including the Health Insurance
35 Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations
36 promulgated there under by the U.S. Department of Health and Human Services (HIPAA
37 Regulations). Each party represents that it has in place policies and procedures that will
38 adequately safeguard any PHI it receives or creates, and each party specifically agrees to
39 safeguard and protect the confidentiality of Protected Health Information consistent with
40 applicable law. Without limiting the generality of the foregoing, each party agrees that it
41 shall have in place all policies and procedures required to comply with HIPAA and the
42 HIPAA Regulations prior to the date on which such compliance is required. Contractor shall
43 require subcontractors to abide by the requirements of this section.
44

45 For purposes of this section, Protected Health Information means any information, whether
46 oral or recorded in any form or medium: (a) that relates to the past, present or future
47 physical or mental health or condition of an individual; the provision of health care to any
48 individual; or the past, present or future payment for the provision of health care to an
49 individual, and (b) that identifies the individual or with respect to which there is a reasonable
50 basis to believe the information can be used to identify the individual. This section shall be

1 interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or
2 federal laws applicable to PHI.

3 4 **SECTION 8 – Subcontracting**

5 6 **8.1 General Subcontracting Provisions**

7
8 The Contractor may enter into subcontracts for certain aspects of their responsibilities if
9 Contractor has received prior approval from the EMS Agency for any such subcontract. If
10 subcontracting for services that include Advanced Life Support (ALS) paramedic services,
11 Contractor may only subcontract for ALS paramedic services with providers who have
12 Agreements for ALS Services with the County as specified in Title 22 of the Health and
13 Safety Code. Nothing in this Agreement will modify existing ALS Fire Service Agreements
14 between the fire services and the County EMS Agency. Nothing herein shall excuse Sub-
15 contractor from satisfying its obligations under the terms of their ALS agreements with the
16 County EMS Agency.

- 17
18 A. The Contractor will retain primary responsibility for compliance with this Agreement
19 and for evaluating contract compliance of all Subcontractors.
20 B. Nothing in this Agreement, nor any subcontract, shall preclude EMS Agency staff
21 from monitoring the EMS activities of any Subcontractor.
22 C. There shall be a section in each subcontract, which provides that prior approval from
23 the EMS Agency is required before any subcontract may be modified.
24 D. The Contractor shall assure through subcontract language that the Subcontractors
25 cooperate fully with the EMS Agency and is compliance with all EMS Agency
26 policies.
27 E. Contractor may Subcontract for Advanced Life Support First Responder Services in
28 EMS Zones 31, 32, 49, 50, 51, 53, 63, 64, 65, 66, & 67 only, as identified in **Exhibit**
29 **B**, and provide compensation to Subcontractor. These EMS response zones were
30 previously identified as difficult areas for the Contractor to meet a 7:59 minute
31 response time requirement. For these areas only the Contractor will be allowed to
32 enter into a subcontract with a Fire Collaborative to meet this requirement using an
33 ALS fire first responder unit and adjust the Contractors ambulance response time to
34 9:59 minute response time for transportation. The purpose of this provision is to
35 enhance the overall response time compliance within each of the newly formed 7
36 EMS zones grouping to provide consistent response time of ALS units within the EOA
37 and Services Area 2. In all other areas as part of this Agreement the Contractor will
38 be required to meet the response times as indicated in Section 4.1, D. and **Exhibit B**.
39 F. Contractor may subcontract for an automatic mutual aid agreement with the
40 University of California, Santa Barbara (UCSB) Ambulance, for services to EMS Zone
41 52 as part of the EOA and as identified in **Exhibit B**. The Subcontractor may bill for
42 services as established in County Ambulance fee structure in **Exhibit D**. The
43 Subcontractor may through its subcontract meet all requirements as set forth in this
44 Agreement and the Contractor will be held responsible for compliance to all
45 performance.
46 G. Any subcontractor must ensure the availability of Emergency Medical Dispatch (EMD)
47 to citizens within their jurisdictional area for critical medical problems (actual or
48 presumed cardiac arrest, choking, and imminent childbirth) by either providing EMD
49 directly through their respective Public Safety Answering Point (PSAP), or
50 establishing a mechanism to promptly transfer the reporting party to the County
51 Public Safety Dispatch Center. Any city currently providing EMD at their PSAP may

1 not utilize the County Public Safety Dispatch services for EMD without entering into a
2 separate agreement with the County Public Safety Dispatch Center (Sheriff) for said
3 services. Any city or PSAP not currently providing EMD will have the ability to transfer
4 the caller to the Public Safety Dispatch Center (Sheriff) for EMD on critical medical
5 problems (actual or presumed cardiac arrest, choking, and imminent childbirth) if a
6 city or PSAP requests additional EMD services they will need to enter into a separate
7 agreement with the Public Safety Dispatch Center.
8

9 In the event discrepancies or disputes arise between this Agreement and the
10 Subcontractors, the terms of this Agreement shall prevail in all cases.
11

12 **8.2 Relationships and Accountability**

13
14 The Contractor may utilize a Subcontractor to meet any of the Contractor's response time
15 responsibilities in EMS Zones 31, 32, 49, 50, 51, 53, 63, 64, 65, 66, & 67. If the Contractor
16 subcontracts with a Fire Collaborative for ALS first responder services, the Contractor shall
17 seek approval for the subcontractor from the EMS Agency.
18

- 19 A. The Contractor shall provide clear evidence that the scope of services designed for
20 the Subcontractor will enhance system performance capability (i.e. response time
21 compliance and adequate clinical performance).
- 22 B. If the Subcontractor(s) and associated scope of service is approved, the Contractor
23 shall be accountable for the performance of the Subcontractor.
- 24 B. The inability or failure of any Subcontractor to perform any duty or deliver contracted
25 performance will not excuse the primary Contractor from any responsibility under this
26 Agreement.
- 27 C. The Contractor shall designate a management liaison to work with the EMS Agency
28 in monitoring compliance of Subcontractors with contractual and system standards.
29

30 **8.3 Performance Criteria**

31
32 All Subcontractors will be held to the same performance criteria as the primary Contractor
33 with respect to quality improvement activities, medical control, continuing education, and
34 penalties for non-compliance.
35

- 36 A. The Contractor shall ensure that Subcontractor penalties are paid to the EMS
37 Penalty Assessment Fund prior to Subcontractor compensation provided by the
38 Contractor, according to the terms of this Agreement as described in Section 4.1
- 39 B. Subcontracts shall include language to reflect that the Contractor and the
40 Subcontractor(s) shall operate in a collaborative manner in accordance with
41 prevailing standards of prehospital emergency medical care and EMS Agency
42 policies.
43

44 **8.4 Funding for ALS First Responder Services**

45
46 The parties acknowledge their understanding that the funding (hereinafter referred to as the
47 Cost Differential) as outlined below was determined based on a mechanism developed after
48 careful review and analysis of the actual and potential cost of providing services at levels
49 determined by the EMS System Enhancement Team. This team was charged by the Board
50 of Supervisors to review the current system and develop system enhancements to be
51 included in a new agreement with American Medical Response. The team established

1 seven (7) EMS zone groupings and developed specific response times for both an ALS first
2 response and for a ALS ambulance transport units per Section 4.1, D. The parties
3 acknowledge that the compensation to be provided to the Subcontractor for services under
4 this Agreement is equal to the cost of Contractor providing these services and may not at
5 any time exceed the Contractor's actual cost for providing the services. The Cost
6 Differential is based on the cost the Contractor would bear if it provided services at the level
7 required by the County. Accordingly, the parties stipulate and agree that the compensation
8 to be provided by Contractor is the sole, complete and total amount of compensation
9 specified within this Agreement to Subcontractor for the delivery of EMS first responder
10 services under this Agreement, and the necessary elements of production whereby those
11 services are provided by Subcontractor, as defined therein. This provision relating to
12 funding for ALS First Response applies only to Subcontractor that provide paramedic first
13 response, or a fire responder collaborative that provides paramedic first response.

- 14
- 15 A. Under no circumstance will Contractor compensate Subcontractor in excess of the
16 cost to the Subcontractor to provide first responder services or in excess of the
17 Contractor's Cost Differential, as provided hereinafter, to provide ALS First
18 Response with in-house resources.
 - 19 B. Contractor shall submit as part of their Annual Contract Compliance Review a
20 proposed cost differential analysis of Subcontractors' service areas. During this
21 process the Contractor will provide documentation to the EMS Agency that the
22 funding received for first responder services did not exceed Contractor's Cost
23 Differential to provide those services. Contractor and Subcontractor shall provide
24 documentation to support the certification of cost requested by the EMS Agency for
25 this purpose.
 - 26 C. All subcontracts and amendments to subcontracts must be approved by the EMS
27 Agency prior to implementation. No agency may provide first responder paramedic
28 services within the EOA or Services Area 2 during the terms of this Agreement,
29 except pursuant to a subcontract and /or other ALS agreement approved by the
30 County.

31

32 **8.5 Base Funding**

33

34 Contractor may pay the Subcontractor up to \$560,000 annually (the cost differential for
35 providing ALS services in the identified EMS zones). In addition to compensating the
36 Subcontractor for meeting response time requirements in the identified EMS zones the
37 Contractor will provide to the Subcontractor for first responder services an amount not to
38 exceed \$290,000 annually for services to be defined in subcontract between Contractor and
39 Fire Collaborative. The total compensation to fire services not to exceed \$850,000.00 and is
40 subject to penalty assessments of quarterly installments as identified in **Exhibit E**.

41

42 **SECTION 9 – ADMINISTRATIVE REQUIREMENTS**

43

44 **9.1 Performance Security**

45

46 Prior to commencement of operations under the terms and conditions of this Agreement,
47 Contractor shall obtain and maintain throughout the term of the contract a performance
48 security in the amount of \$1,000,000. The following methods are acceptable to the County.

- 49
- 50 A. A performance bond issued by an admitted surety licensed in the State of California
51 acceptable to County Counsel, or

- B. An irrevocable letter of credit issued by a bank or other financial institution acceptable to the County in a form acceptable to County or
- C. A combination of the above methods that is acceptable to the County.

The performance bond or irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar day's written notice to the EMS Agency of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, Contractor shall provide replacement security acceptable to County within twenty (20) days of such occurrence.

The performance bond shall provide for the immediate release of funds to the County upon notice of material breach of the Agreement. The performance bond shall also provide that any legal dispute, which the Contractor or the bonding company may initiate, shall not delay the release of funds to the County.

9.2 Insurance

Without limiting the Contractors' indemnification of the County, Contractor, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A; VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Such insurance coverage shall be maintained during the term of this agreement. Failure to comply with the insurance requirements shall place Contractor in default. Upon request by County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days. If Contractor utilizes one or more subcontractors in the performance of this Agreement, Contractor shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of Contractor in this Agreement.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractors staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable

1 liability assumed by the Contractor in the indemnity and hold harmless provisions [above] of
2 the Indemnification Section of this Agreement between County and Contractor. The
3 automobile liability insurance shall cover all owned, non-owned and hired motor vehicles
4 that are operated on behalf of Contractor pursuant to Contractor's activities hereunder.
5 Contractor shall require all subcontractors to be included under its policies or furnish
6 separate certificates and endorsements to meet the standards of these provisions by each
7 subcontractor. County, its officers, agents, and employees shall be Additional Insured
8 status on any policy. A copy of the endorsement evidencing that the policy has been
9 changed to reflect the additional insured status must be attached to the certificate of
10 insurance. The limit of liability of said policy or policies for general and automobile liability
11 insurance shall not be less than \$2,000,000 per occurrence and property damage with a
12 \$10,000,000 umbrella policy. Any deductible or Self-Insured Retention {SIR} over \$10,000
13 requires approval by the County.

14
15 Said policy or policies shall include severability of interest or cross liability clause or
16 equivalent wording. Said policy or policies shall contain a provision of the following form:

17
18 *"Such insurance as is afforded by this policy shall be primary and non-contributory to the*
19 *full limits stated in the declarations, and if the COUNTY has other valid and collectible*
20 *insurance for a loss covered by this policy, that other insurance shall be excess only".*

21
22 If the policy providing liability coverage is on a 'claims-made' form, the Contractor is required
23 to maintain such coverage for a minimum of three years following completion of the
24 performance or attempted performance of the provisions of this agreement. Said policy or
25 policies shall provide that the County shall be given thirty (30) days written notice prior to
26 cancellation or expiration of the policy or reduction in coverage.

27
28 3. Professional Liability Insurance shall include coverage for the activities of
29 Contractor's professional staff with a combined single limited of not less than \$1,000,000
30 per occurrence or claim and with a \$10,000,000 umbrella policy. Said policy or policies shall
31 provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation
32 or expiration of the policy or reduction in coverage. If the policy providing professional
33 liability coverage is a on "claims-made" form, the Contractor is required to maintain such
34 coverage for a minimum of three (3) years (ten years for construction Defect Claims)
35 following completion of the performance or attempted performance of the provisions of this
36 agreement.

37
38 Contractor shall submit to the office of the designated County representative certificate(s) of
39 insurance documenting the required insurance as specified above prior to this Agreement
40 becoming effective. County shall maintain current certificate(s) of insurance at all times in
41 the office of the designated County representative as a condition precedent to any payment
42 under this Agreement. Approval of insurance by County or acceptance of the certificate of
43 insurance by County shall not relieve or decrease the extent to which the Contractor may be
44 held responsible for payment of damages resulting from Contractor's services of operation
45 pursuant to the contract, nor shall it be deemed a waiver of County's rights to insurance
46 coverage hereunder.

47
48 The above insurance requirements are subject to periodic review by the County. The
49 County's Risk Manager is authorized to change the above insurance requirements, with the
50 concurrence of County Counsel, to include additional types of insurance coverage or higher
51 coverage limits, provided that such change is reasonable based on changed risk of loss or
52 in light of past claims against the County or inflation. This option may be exercised during

1 any amendment of this Agreement that results in an increase in the nature of County's risk
2 and such change of provisions will be in effect for the term of the amended Agreement.
3 Such change pertaining to types of insurance coverage or higher coverage limits must be
4 made by written amendment to this Agreement. Contractor agrees to execute any such
5 amendment within thirty (30) days of acceptance of the amendment or modification.
6

7 **9.3 Indemnification For Damages, Taxes And Contributions**

8
9 Contractor shall defend, indemnify and save harmless the County, its officers, agents and
10 employees from any and all claims, demands, damages, costs, expenses (including attorney's
11 fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or
12 attempted performance of the provisions hereof; including, but not limited to, any act or
13 omission to act on the part of the Contractor or his agents or employees or other independent
14 Contractors directly responsible to him; except those claims, demands, damages, costs,
15 expenses (including attorney's fees), judgments or liabilities resulting solely from the
16 negligence or willful misconduct of the County.
17

18 Contractor shall notify County immediately in the event of any accident or injury arising out of or
19 in connection with this Agreement.
20

21 **9.4 Business Office, Billing and Collection System**

- 22
23 A. Contractor shall utilize a billing and collections system that is well-documented and
24 easy to audit, which minimizes the effort required to obtain reimbursement from third
25 party sources for which they may be eligible, and is capable of electronically filing
26 Medicare and Medi-Cal billing claims.
27 B. In addition to its toll free billing number for its regional billing center, Contractor will
28 establish and maintain a toll free billing number for patients and patients'
29 representatives to contact the local office in Santa Barbara County in order to resolve
30 billing issues and to answer questions about billing charges. The toll free number is
31 required to be displayed on invoices for services provided within Santa Barbara
32 County. The number is to be connected with Contractor's local business office and
33 answered by staff locally.
34

35 **SECTION 10 – FISCAL REQUIREMENTS**

36 **10.1 Annual Subsidy**

37
38
39 The County shall not provide an annual subsidy to the Contractor/Subcontractors for the
40 purpose of this Agreement.
41

42 **10.2 General Provisions**

- 43
44 A. As compensation for services, labor, equipment, supplies and materials furnished
45 under this Agreement, Contractor shall collect revenues as permitted in this section.
46 B. All reports provided by Contractor shall be in accordance with Generally Accepted
47 Accounting Principles and be based on an accrual system.
48 C. Fiscal year for reporting purposes of this Contract will be September 1, through
49 August 31 (note: Contractor and County agree that the initial "fiscal year" will
50 commence on January 1, 2005 and end on August 31, 2005).

- 1 D. Contractor shall maintain copies of all financial statements, records and receipts that
2 support and identify operations for a minimum of five (5) years from the end of the
3 reporting period to which they pertain. Contractor will provide County or their
4 designee access to all records for analytical purposes.
5

6 **10.3 Profit**
7

- 8 A. Annual Profit – Contractor's annual profit will be capped at eight (8) percent pre-tax
9 of net revenue. If revenues exceed this cap the EMS Agency would implement a
10 review of ambulance rates. If the profit rate falls below 6% pre-tax for any given three
11 (3) month period the Contractor has the right to submit to the EMS Agency cause for
12 a financial review and provide all the appropriate financial documentation to petition
13 for a rate increase. The EMS Agency will review said documentation and only at their
14 approval will the petition for rate increase be forwarded to the Board of Supervisors.
15

16 B. Excess Revenue
17

- 18 1. Contractor and County agree to share 50/50 any excess revenues above the 8%
19 pre-tax profit limit in any contract year. The County's share of the excess revenue
20 shall be submitted to the EMS Agency for deposit into the Santa Barbara EMS
21 Agency Excess Revenue Account. Contractor agrees to submit the excess
22 revenue to the EMS Agency within 30 days after the County accepts the Audited
23 Financial Report of Contractors' Santa Barbara operations.
24
25 2. The Santa Barbara Excess Revenue Account shall be established as a separate
26 interest bearing trust fund account within the Public Health Department.
27
28 3. Funds in the Santa Barbara Excess Revenue Account may be used at the sole
29 discretion of the EMS Agency with review and approval by the Contract
30 Compliance Committee, for legally permissible purposes which benefit the Santa
31 Barbara County emergency medical services system or patients by improving the
32 quality, efficiency and /or cost effectiveness of emergency medical services,
33 promote injury/illness prevention, public health and safety or similar purposes.
34

35 **10.4 Billing and Collections**
36

- 37 A. Rates – Approved rates beginning January 1, 2005 are located in **Exhibit D**.
38 Contractor agrees to bill all transports and medical care.
39

- 40 B. Rate Adjustment – Upon execution of this Agreement, and continuing throughout the
41 term of this Agreement. The Contractor acknowledges that the County of Santa
42 Barbara Board of Supervisors has the authority to determine rates for services
43 provided under this Agreement and has exercised that authority by establishing the
44 rates shown in **Exhibit D**. The rates in Exhibit D shall remain in force through
45 January 31, 2006. Thereafter the rates, as shown in Exhibit D, shall be subject to an
46 annual increase on February 1 of each calendar as shown below:
47

- 48 **1. Medicare Mitigation:** Rate adjustments will be allowed to Contractor for
49 decreases in revenue due to the Centers for Medicare and Medicaid Services
50 (CMS) Medicare prescribed decreases in reimbursements in 2006 through

1 2009. The EMS Agency may automatically approve the following Medicare
2 Rate Adjustment of up to:
3

| | |
|---------|------------------|
| \$80.00 | February 1, 2006 |
| \$80.00 | February 1, 2007 |
| \$60.00 | February 1, 2008 |
| \$10.00 | February 1, 2009 |

4
5 If Contractors' prior year financial reports show revenues in excess of profit
6 allowable, or in the event there are adjustments to the federal allocation
7 formula used to reimburse for Medicare ambulance transportation services,
8 the Board of Supervisors must approve all rate increases.
9

10 The Annual Audited Financial Report, submitted each year within 90 days of
11 fiscal year end, shall determine any excess revenue. For each contract year
12 during which a CMS Medicare reduction in reimbursement is effective, all
13 excess revenue accruing during any portion of the year prior shall be
14 allocated to the Excess Revenue Account described below, and any such
15 excess revenue shall be allocated as a rate subsidy and applied as "other
16 revenue" to reduce the allowable rate increase to mitigate the Medicare
17 reimbursement impact.
18

19 **2. Annual Rate Adjustment:** The rates specified herein may be increased,
20 on January each year to adjust for inflation. No later than forty-five (45)
21 days prior to each adjustment date, the Contractor may request the EMS
22 Agency to consider approval of a user fee adjustment. The percentage
23 increase to adjust for inflation shall be calculated using the following indices:
24

25 The percentage increase in the average CPI of the following Consumer Price
26 Index factors for All Urban General Consumers (CPI-U) and the Medical Care
27 Services of the Commodities and Services Group of the Consumers Price
28 Index for All Urban Users, Los Angeles, Orange and Riverside counties
29 index, as compiled and reported by the Bureau of Labor Statistic for the
30 previous 12-month period last for which published figures are then available:
31

- 32 50 percent of the CPI – Medical Care Index
- 33 50 percent of the CPI – All Urban General Consumers (CPI-U)
- 34

35 Any rate adjustment made under this provision shall not exceed 5% and shall be
36 approved in writing by the EMS Agency Director. Prior to implementation the
37 Board of Supervisors must approve any rate adjustment beyond those specified
38 above for Medicare reimbursement mitigation and annual adjust for inflation.
39

- 40 C. **Medicare** – Contractor shall accept Medicare and Medi-Cal assignment. In order to
41 partially mitigate the reduction in reimbursement from the Medicare Ambulance Fee
42 Schedule, Contractor will be permitted to bill at the Advanced Life Support base rate
43 when an advanced life support staffed ambulance is presumptively dispatched to an
44 emergency incident that may require the services of a paramedic in accordance with
45 Medicare legal requirements.
46

- 1 D. Compassionate Care – Contractor, in keeping with a commitment to meet the needs
2 of the community, shall extend discounts in the form of a compassionate care
3 allowance to those patients who have demonstrated an inability to pay for
4 emergency medical transportation services. Contractor shall maintain a procedure,
5 which provides administrative guidelines and a sliding scale of eligibility for screening
6 such patients.
7

8
9 **10.5 Reporting Responsibilities**

- 10
11 A. Annual Budget Report – By November 30 of each year and consistent with the
12 timeline shown in **Exhibit F**, Contractor will submit an Annual Budget Report
13 including a capital-spending plan and a schedule of depreciation for all fixed assets.
14
15 B. Quarterly Reports – Before the end of the following month of each quarter and
16 consistent with the timeline shown in **Exhibit F**, Contractor shall submit a quarterly
17 report of revenue and expenditure totals by account and also submit a quarterly
18 schedule of gross charges and payments received by payor group in a format
19 approved by the EMS Agency.
20
21
22 C. Year-End Audited Financial Report – Within 90-days of the close of the Contractor's
23 fiscal year, the Contractor shall submit to the EMS Agency:
24 1. An annual audited statement of revenue and expenditure totals by account in
25 accordance with the chart of accounts and reimbursement terms of this
26 contract.
27 2. Additional information to include:
28 a. Contractor's general ledger for local operations.
29 b. Accounts receivable activity, patient billings and detailed support for
30 all adjustments and write-offs.
31 c. Detailed information and support documentation for all financial
32 reports if requested by County.
33 d. Detailed activity and accounting information and supporting
34 documentation for any revenue generated by personnel and
35 equipment expensed in this Agreement if requested by County.
36 e. Amount of discounts, if any extended to non-governmental entities.
37

38 **10.6 Compensation to County**

39 Compensation to the County will be increased each year based on the annual CPI increase
40 to ambulance rates and implemented following the same timelines, which are anticipated to
41 occur on February 1, as part of the annual rate increase based on the Contractor CPI
42 percentage rate. These rate increases will only occur if the Contractor is granted a CPI
43 increase. It shall be applied to the following services:
44

45 A. Dispatch Services

46 Contractor shall pay the County for emergency medical dispatch services in the
47 amount of \$970,585.00 per year. The Contractor will be responsible for paying the
48 Public Safety Dispatch Center on time for each payment on a quarterly basis in April,
49 July, October and January (**Exhibit H**) of each year of the contract term, unless at
50 the direction of the Board of Supervisor the compensation for EMS dispatch services
51 is increased to meet the demands of an enhanced dispatch center. Ambulance rates

1 may need to be increased with Board of Supervisors' approval to meet additional
2 compensation requirements. It is the responsibility of the Contractor to begin
3 payments beginning, April 1, 2005. A late payment charge of five (5) percent of any
4 unpaid balance will be assessed for each 30-day period or part thereof, in which a
5 payment is past due. The County Sheriff's Department warrants that the foregoing
6 amount is not greater than its actual costs of providing such services.
7

8 **B. EMS Radio and Communication System**

9 Contractor will pay the County \$80,000.00 annually for maintenance of the EMS
10 radio system (Med 1-10 channels) and EMS Agency 24/7 communication system.
11 The Contractor will be responsible for paying the EMS Agency on time for each
12 payment on a quarterly basis in April, July, October and January (**Exhibit H**) of each
13 year of the contract term. It is the responsibility of the Contractor to begin payments
14 date beginning, April 1, 2005. A late payment charge of five (5) percent of any unpaid
15 balance will be assessed for each 30-day period or part thereof, in which a payment
16 is past due.
17

18 **C. Oversight and Monitoring**

19 Contractor will pay the County \$180,000.00 annually for EMS Agency program staff
20 for services rendered to provide ongoing contract oversight and ensure contractor
21 and subcontractors provides quality medical care. The Contractor will be responsible
22 for paying the EMS Agency on time for each payment on a quarterly basis in April,
23 July, October and January (**Exhibit H**) of each year of the contract term. It is the
24 responsibility of the Contractor to begin payments date beginning, April 1, 2005. A
25 late payment charge of five (5) percent of any unpaid balance will be assessed for
26 each 30-day period or part thereof, in which a payment is past due.
27

28 **D. Subcontractor**

29 CPI percentage rate increase shall be applied to Subcontractor first responder
30 services as part of the subcontract The Contractor will be responsible for paying the
31 Subcontractor on time for each payment on a quarterly basis in April, July, October
32 and January (**Exhibit H**) of each year of the contract term. It is the responsibility of
33 the Contractor to begin payments date beginning, April 30, 2005. A late payment
34 charge of five (5) percent of any unpaid balance will be assessed for each 30-day
35 period or part thereof, in which a payment is past due.
36

37 **SECTION 11 – GENERAL CONTRACT REQUIREMENTS**

38 **11.1 Contract Termination**

- 39
- 40
- 41
- 42 **A. Termination For Cause** –County may terminate the Agreement at any time for cause
43 for major breach of its provisions affecting the public health and safety, consistent
44 with the provisions herein.
45

46 "Minor Breaches" shall be defined to mean failure to fulfill any of the terms and
47 conditions of this Agreement for which failures are not already provided for and which
48 failures do not amount to a Major breach of the Agreement, as that term is defined
49 below. Before such minor breaches are imposed, Contractor shall be given notice by
50 certified mail or by hand delivery, of the alleged breach and thirty (30) days to cure the
51 breach or to Appeal to the Director Emergency Medical Services (EMS) Agency. The

1 EMS Agency Director shall report any minor breach to the Contract Compliance
2 Committee for a remediation recommendation.
3

4 The Contractor or any grieving party may appeal the decisions in writing, if received by
5 the Emergency Medical Services Directors Office by certified mail or by hand delivery,
6 within fifteen (15) days after the Committee meeting in which the parties matter was
7 discussed. If no appeal is taken, the Committees recommendation to the EMS Agency
8 Director is final. The Director of the Emergency Medical Services Agency shall
9 consider all relevant evidence and materials submitted to the Committee, the
10 Committees written decision and reasons therefore, any new and relevant evidence
11 which could not reasonably have been submitted to the Committee for its consideration,
12 and any arguments of Contractor or other interested parties, and shall uphold, modify,
13 or overturn the Committees recommendation as the Emergency Medical Services
14 Agency Director deems appropriate. The Emergency Medical Services Agency
15 Directors decision shall be in writing and copies shall be given to the Contractor, the
16 Committee, and all interested parties.
17

18 The decisions in the matters pertaining to the Contractor's Minor Breach may be
19 appealed by Contractor to the Santa Barbara County Board of Supervisors, in writing
20 within fifteen (15) days. If no appeal is taken, the Emergency Medical Service Agency
21 Director's decision is final. The Board of Supervisors findings and decision shall be final
22 and shall be appeal able only the Santa Barbara County Superior Court pursuant to
23 California Code of Civil Procedure Section 1094.5 and if filed within the time limits
24 prescribed by California Code of Civil Procedure section 1094.6.
25

26 If the minor breach has not been cured within thirty (30) days following the notice to
27 Contractor, and if the Director of the Emergency Medical Services Agency has not
28 granted an extension of time to cure or otherwise respond, the EMS Agency Director
29 may recommend measures which may be undertaken for that breach or those
30 breaches which remains uncured.
31

32 "Major Breach" shall be defined as:

- 33 1. Failure of Contractor to operate its ambulances and emergency medical
34 services program in a manner which enables the County and the Contractor
35 to remain in substantial compliance with the requirements of Federal, State,
36 and local laws, rules and regulations.
- 37 2. Willful material falsification of information supplied by the Contractor in its
38 proposal and during the consideration, implementation, and subsequent
39 operation of its ambulance and emergency medical services program,
40 including, but not limited to, dispatch data, patient reporting data, and
41 response time performance data, as relates to the contract;
- 42 3. Chronic or persistent failure of the Contractor to remediate employees who
43 are failing to conduct themselves in a professional and courteous manner;
- 44 4. Failure to comply with response time performance requirements for three
45 consecutive months, or for any four months in a calendar year, shall be a
46 "Major Breach" of this Agreement.
- 47 5. Failures to make corrective action within 30 days on a "Minor Breach" as
48 recommended by the EMS Agency Director or ask the EMS Agency Director
49 for a time extension.
- 50 6. Failure to substantially and consistently meet or exceed the various clinical
51 and staffing standards required herein and accepted by the County;

- 1 7. Failure to participate in the established Continuous Quality Improvement
2 program of the Santa Barbara County EMS Agency, including, but not limited
3 to investigation of incidents and implementing prescribed corrective actions;
- 4 8. Failure to maintain equipment or vehicles in accordance with good
5 maintenance practices, or to replace equipment or vehicles in accordance
6 with Contractor's submitted and accepted Equipment Replacement Policy,
7 except as extended use of such equipment is approved by the County as
8 provided for herein;
- 9 9. Chronic or persistent failure to comply with stipulations by the County to
10 correct conditions;
- 11 10. Failure of the Contractor to cooperate with and assist the County in the
12 investigation or correction of the terms of this Agreement;
- 13 11. Failure to assist in the orderly transition, or scaling down of services upon the
14 end of the exclusive operating area agreement if a subsequent EOA
15 agreement with Contractor is not awarded;
- 16 12. Failure to maintain in force throughout the term of this Agreement, including
17 any extensions thereof, the insurance coverage required herein;
- 18 13. Failure to maintain in force throughout the term of this Agreement, including
19 any extensions thereof, the performance security requirements as specified
20 herein;
- 21 14. Any other willful acts or omissions of the Contractor that endanger public
22 health and safety; and
- 23 15. Repeated failure to prepare and submit the required Audited Financial
24 Report, or requested financial documentation. Given written notice.

25
26 B. Declaration of Major Breach – If the County Board of Supervisors determines that a
27 Major Breach has occurred, and that the nature of the breach is, in the County's
28 reasonable opinion, such that the breach constitutes a serious and immediate threat
29 to public health and safety, and after Contractor has been given 15 days notice, if not
30 a direct threat to the public health and safety, and Contractor has been given
31 reasonable (30 days) opportunity to correct such deficiency, Contractor shall
32 cooperate completely and immediately with the County to effect a prompt and orderly
33 takeover or replacement of Contractor's Santa Barbara County operations by the
34 County. The Contractor will immediately surrender the \$ 1,000,000 performance
35 bond to the County.

36
37 C. Dispute After Takeover/Replacement – Such takeover/replacement shall be effective
38 within 72 hours after finding of Major Breach by the County Board of Supervisors
39 meeting the criteria for takeover/replacement. Contractor shall not be prohibited
40 from disputing any such finding of such breach through litigation, provided, however,
41 that such litigation shall not have the effect of delaying, in any way, the immediate
42 takeover/replacement of operations by the County. Neither shall such dispute by the
43 Contractor delay the County's access to Contractor's performance security.

44
45 Any legal dispute concerning a finding of breach shall be initiated only after the
46 emergency takeover/replacement has been completed. The Contractor's
47 cooperation with, and full support of, such emergency takeover/replacement process,
48 as well as the immediate release of performance security funds to the County, shall
49 not be construed as acceptance by Contractor of the finding of major default, and
50 shall not in any way jeopardize the Contractor's right to recovery should a court later
51 determine that the declaration of major default was in error. However, failure on the

1 part of the Contractor to cooperate fully with the County to effect a safe and orderly
2 takeover/replacement of services shall itself constitute a major breach under the
3 terms of the contract, even if it is later determined that the original declaration of
4 major breach was made in error.
5

6 D. Breach Not Dangerous to Public Health and Safety – If the County declares the
7 Contractor to be in breach on grounds other than performance deficiencies
8 dangerous to public health and safety, the Contractor may dispute the County's claim
9 of major breach prior to termination of this Agreement.
10

11 E. Liquidated Damages – The unique nature of the services that are the subject of the
12 contract requires that, in the event of major default of a type that endangers the
13 public health and safety, the County must restore services immediately, and the
14 Contractor must cooperate fully to effect the most orderly possible
15 takeover/replacement of operations. In the event of such a takeover/replacement of
16 Contractor's operations by the County it would be difficult or impossible to distinguish
17 the cost to the County of effecting the takeover/replacement, the cost of correcting
18 the default, the excess operating cost to the County during an interim period, and
19 cost of recruiting a replacement Contractor from the normal cost to the County that
20 would have occurred even if the default had not occurred. Similarly, if
21 takeover/replacement costs and interim operating costs are high, it would be
22 impossible to determine the extent to which such higher costs were the result of
23 Contractor's default or from faulty management of the County's costs during takeover
24 and interim operations.
25

26 For these reasons, this liquidated damages provision is a fair and necessary part of
27 this Agreement. The minimum amount of these additional costs to the County (e.g.,
28 costs in excess of those that would have been incurred by the County if the default
29 had not occurred) would be not less than the amount identified in the performance
30 bond even assuming County's takeover/replacement management team is fully
31 competent to manage the previously contracted functions.
32

33 Therefore, in the event of such a declared major breach, the Contractor shall pay
34 County liquidated damages in the amount of one million dollars (\$1,000,000.).
35

36 F. County Responsibilities – In the event of termination, County shall be responsible for
37 complying with all laws, if any, respecting reduction or termination of prehospital
38 medical services.
39

40 G. "Lame Duck" Provisions – If the Contractor fails to win the bid in a subsequent bid
41 cycle, the County shall depend upon the Contractor to continue provision of all
42 services required under the contract until the winning Contractor takes over
43 operations. Under these circumstances, the Contractor would, for a period of several
44 months, serve as a "lame duck". To ensure continued performance fully consistent
45 with the requirements of the Agreement throughout any such "lame duck" period, the
46 following provisions shall apply:
47

48 Throughout such "lame duck" period, the Contractor shall continue all operations and
49 support services at substantially the same levels of effort and performance as were
50 in effect prior to the award of the subsequent contract to the subsequent winning
51 Contractor;

1
2 The Contractor shall make no changes in methods of operation that could
3 reasonably be considered aimed at cutting Contractor's service and operating costs
4 to maximize profits during the final stages of the agreement;
5

6 The Contractor may reasonably begin to prepare for transition of service to the new
7 Contractor during the "lame duck" period, and the County shall not unreasonably
8 withhold its approval of the outgoing Contractor's requests to begin an orderly
9 transition process, including reasonable plans to relocate staff, scale down certain
10 inventory items, etc., so long as such transition activities do not impair the
11 Contractor's performance during such "lame duck" period, and so long as such
12 transition activities are prior-approved by the County.
13

14 **11.2 Nondiscrimination**

15
16 During and in relation to the performance of this Agreement, County hereby notifies
17 Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the
18 Santa Barbara County Code) applies to this Agreement and is incorporated herein by this
19 reference with the same force and effect as if the ordinance were specifically set out herein
20 and Contractor agrees to comply with said ordinance.
21

22 **11.3 Independent Contractor**

23
24 Contractor shall perform all of its services under this Agreement as an independent
25 contractor and not as an employee of County. Contractor understands and acknowledges
26 that it shall not be entitled to any of the benefits of a County employee, including but not
27 limited to vacation, sick leave, administration leave, health insurance, disability insurance,
28 retirement, unemployment insurance, workers' compensation and protection of tenure.
29

30 **11.4 Confidentiality of Records**

31
32 Contractor agrees that all information and records obtained in the course of providing
33 services to County in the program shall be subject to confidentiality and disclosure
34 provisions of applicable Federal and State statutes and regulations adopted pursuant
35 thereto. Contractor agrees that it has a duty and responsibility to make available to the EMS
36 Agency or his/her designated representatives, including the Financial Officer of the Public
37 Health Department or his/her designated representatives, the contents of records pertaining
38 to County which are maintained in connection with the performance of Contractor's duties
39 and responsibilities under this Agreement, subject to the provisions of the heretofore
40 mentioned Federal and State statutes and regulations. The County acknowledges its duties
41 and responsibilities regarding such records under such statutes and regulations.
42
43

44 **11.5 Assignment**

45
46 The Contractor shall not assign any of its rights nor transfer any of its obligations under this
47 Agreement, and shall not transfer any interest in the same (whether by assignment or
48 invitation), without the prior written consent of the County and any attempt to so assign or so
49 transfer without such consent shall be void and without legal effect and shall constitute
50 grounds for termination.
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11.6 Interest Of Contractor

Contractor covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by him under this Agreement.

11.7 Conformance to Regulations

Contractor shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

11.8 Conformance to California Law

This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Barbara. Any litigation regarding this Agreement or its contents shall be filled in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

11.9 Monitoring

Contractor agrees that County shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and County requirements. Contractor agrees to provide EMS Agency, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.

11.10 Reports

Contractor shall submit written reports of operations, and other reports as requested by County according to the table shown in **Exhibits F and G**. County will develop the format for the content of such reports in consultation with Contractor. Reports shall be submitted to EMS Agency.

11.11 Ownership, Publication, Reproduction And Use Of Material

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties (including EMS specific and shared dispatch system equipment) and produced under this Agreement shall be the property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of the County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by Contractor in the United States or in any other country without the express written consent of the Contractor. County shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

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2 **11.12 Evaluation/Research**
3

4 Evaluation or research involving contact with past or present recipients of services provided
5 under this Agreement shall be permitted with the informed consent of the recipient and only
6 after the Contractor has determined that the conduct of such evaluation or research will not
7 adversely affect the quality of services provided or individual participation in services.
8 County reserves the right to prohibit or terminate evaluation or research activities that in its
9 judgment jeopardize the quality of services or individual participation in services provided
10 under this Agreement.
11

12 **11.13 Changes**
13

14 County may from time to time request changes in the scope of the services of Contractor to
15 be performed hereunder. Such changes, with the exception of annual County Ambulance
16 Rates increases, shall be effective when incorporated in written amendments in this
17 Agreement. No alteration, amendment, or modification of the terms of this Agreement shall
18 be valid unless executed by written amendment hereto and approved by County.
19 Amendments or modifications to the provisions of this Agreement, including its term, may be
20 initiated by either party and may be incorporated into this Agreement if it is in writing and
21 approved by the parties.
22

23 **11.14 Retention and Audit Of Records**
24

25 Contractor shall retain records pertinent to this Agreement for a period of not less than five
26 (5) years after termination of this Agreement. All accounting records shall be kept in
27 accordance with general accepted accounting practices. County shall have the right to audit
28 and review all such documents and records at any time during Contractor's regular business
29 hours or upon reasonable notice.

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SECTION 12 – EXHIBITS

| Exhibit | Title |
|----------------|---|
| A | Definitions |
| B | Maps |
| C | CAD Equipment |
| D | Santa Barbara County Rates |
| E | Fire First Responder Subcontractor Compensation |
| F | Reporting Requirements & Timelines |
| G | Penalty Assessment Example |
| H | Quarterly Payments |

EXHIBIT A – DEFINITIONS

| | |
|--|--|
| Advanced Life Support (ALS) | Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code 1797.52. |
| Advanced Life Support (ALS) Ambulance | An ambulance that has at the minimum, one EMT-Paramedic and one EMT-I as defined in California Health and Safety Codes 1797.80 and 1797.84 and equipment to provide ALS service to patients. |
| ALS Response Time | The measurement of time lapsed from the hour, minute and second the call is dispatched by County Communications to the hour, minute and second of the arrival of a paramedic on the scene, regardless of whether the paramedic is employed by the Contractor. |
| Ambulance | Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, convalescent, infirmed or otherwise incapacitated person. |
| Annual Profit | See Profit |
| Annual Audited Financial Report | Independent audited financial report of Contractors operations within Santa Barbara County, identify compliance with financial requirements identified in the Agreement. |
| Annual Report | Contractor shall submit, on or before November 30 each year, an Annual Report summarizing the previous year's activities and performance that shall include but not be limited to those reports listed as "annual" in Exhibit E . |
| Auto Vehicle Location System (AVL) | "Auto Vehicle Location System" or "Auto Vehicle Locator" or "AVL" means a location system where vehicles emit a signal and by using a triangulation system (or similar system as approved by the EMS Agency) the location of a vehicle can be determined. |
| Base Hospital | Hospital approved by the Santa Barbara County EMS Agency to provide on-line medical advice and medical control to EMTs. "Base Hospital" or "Paramedic Base Hospital" or "Paramedic Base Station" means one of a limited number of hospitals which, upon designation by the local EMS Agency and upon the completion of a written contractual agreement with the EMS Agency, is responsible for directing the advanced life support system and prehospital care system assigned to it by the local EMS Agency, as specified in Division 2.5 of the California Health and Safety Code. |
| Basic Life Support (BLS) | Those medical services that may be provided within the scope of practice of a person certified as an EMT-I as defined in California Health and Safety Code Section 1797.80. |
| Business Day | Any day that County office is open for public business, excluding weekends and holidays. |
| Computer Aided Dispatch (CAD) | A system consisting of associated hardware and software to facilitate call taking, unit selection, resource dispatch and |

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| | deployment, event time stamping, creation and real time maintenance of incident database and management information system. |
| Code 1 Call | Any non-Code-3 or non-Code-2 request for services, which are scheduled or unscheduled where a physician has determined a need for an ambulance because of a potential for an emergency or to meet the specific patient, needs for transportation. |
| Code 2 Call | Immediate dispatch of first responders and ambulance, no lights and sirens. |
| Code 3 Call | Immediate dispatch of first responders and ambulance with lights and sirens. |
| Contract Anniversary Date | January 1 |
| Contract Compliance Committee | The committee that is advisory to the EMS Agency and Board of Supervisors, and makes recommendations regarding the acceptance of ALS Providers contractual compliance with specific focus on response time compliance but including all contractual operational compliance issues related to the providers performance. |
| County | "County" means the political subdivision of Santa Barbara County, in the State of California, through its legally constituted Board of Supervisors. |
| Contractor | "CONTRACTOR" means American Medical Response (AMR) a public corporation, requesting to provide advance life support (ALS) services. |
| Critical Care Transport (CCT) | Ambulance staff with a paramedic trained at a critical care transport level and/or a registered nurse to provide a higher level of care than the ALS ambulance by law may provide, for transportation between licensed health care facilities. |
| Critical Sequence Calls | Emergency calls placed to an EMS Dispatch Center where through caller interrogation, it is determined that the medical problem is either an actual or pending cardiac arrest, choking, or imminent childbirth. |
| CQI | Continuous Quality Improvement |
| Deployment /System Status Management Plan | An operational methodology that lists the number of ambulance unit hours to be supplied by the Contractor, along with the placement of these units, by hour of day and day of week based on historical demand patterns. |
| Direct Expenses | Expenses incurred by the Contractor in the delivery of field services and transport under this agreement and incurred in the local Santa Barbara operations and fees directly related to the local operations. Intra-company charges are not allowable as direct expenses, except for allocated self-insurance charges, which must be based upon allocation formulas consistently and fairly applied to Contractor's operations. |
| Emergency | As defined in California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where |

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| | emergency medical personnel or a public safety agency perceives the potential for such need. |
| EMS | Emergency Medical Services |
| Emergency Medical Advisory Committee (EMAC) | Formed to advise the EMS Medical Director on issues concerning the clinical and technical aspects in the provision of prehospital care. |
| Emergency Medical Dispatching (EMD) | Emergency Medical Dispatching (EMD) is EMS Dispatching services that include prioritizing the severity of the request, dispatching necessary resources, providing medical instructions to callers, and coordinating responding resources as needed. |
| EMD Scoring | A standardized method for calculating a mathematical score for dispatcher performance on an EMD call. Based on the five call areas, Call Entry, Correct Coding, Dispatch Information, Pre-Arrival Instructions, and Exit Instructions. Maximum score is 100 points. |
| Emergency Medical Services (EMS) Agency | "Emergency Medical Services Agency" or "County EMS Agency" or "Local EMS Agency" means the agency, department, or office having primary responsibility for administration of emergency medical services in the county, as specified in Division 2.5 of the California Health and Safety Code. |
| EMS Agency | The Santa Barbara County Emergency Medical Services Agency Director or her/his designee. |
| EMS Agency Medical Director | A physician with experience in emergency medical systems who provides medical oversight to the EMS System, pursuant to Section 1797.204 of the Health and Safety Code |
| EMS Medical Director | "EMS Medical Director" or "County EMS Medical Director" or "Emergency Medical Services Medical Director" means that physician who is appointed by the local Emergency Medical Services Agency to fulfill the requirements of a County Emergency Medical Services Medical Director as outlined in Division 2.5 of the California Health and Safety Code. |
| EMS Penalty Assessment Fund | Fund established within the Public Health Department to collect penalties assessed as part of this Agreement. |
| Emergency Medical Technician -I (EMT-I) | As defined in the Health and Safety Code Section 1797.80. |
| Emergency Medical Technician - Paramedic (EMT-P) | As defined in the Health and Safety Code Section 1797.84. |
| Exception | A late response as determined by response time criteria |
| Excess Revenues | Contractor's net revenues less allowable direct expenses, general administration, indirect expenses and allowable annual profit as described in Section 10. |
| Exclusive Operating Area (EOA) | An EMS area or sub-area of Santa Barbara County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85. |
| Exemption | A determination to exclude an EMS event from the |

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| | predetermined response time criteria due to factors outside of the Contractors control. |
| Fire Collaborative | A group of Santa Barbara County Fire First Responder Agencies who established a mutual agreement, or Joint Powers agreement to provide an organization to allow for subcontracting of first responder ALS services as identified within this Agreement. |
| First Responder | A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care. |
| HIPAA | Health Insurance Portability and Accountability Act of 1996. |
| Indirect Expenses | Expenses not incurred in the local operation but necessary for the support of the Santa Barbara operation. Indirect expenses are Regional Overhead Allocations and Location Overhead Allocations. |
| Local Accreditation | "Local Accreditation" or "Accreditation" or "Accreditation to Practice" means authorization by the local EMS Agency for an Emergency Medical Technician-Paramedic to practice his/her skills within Santa Barbara County in accordance with Santa Barbara County EMS Agency policies and procedures. |
| Medical Direction | Direction given ambulance personnel by a base hospital physician through direct voice contact or through an approved R.N. as required by applicable medical protocols. |
| MCI Plan | Santa Barbara County Multi-Casualty Incident Plan |
| Net Revenue | Net revenue equals gross revenues, less an allowance for contractual adjustments and uncompensated care. Net revenue shall be used as the basis for calculation of contractor's Profit and Excess Revenues. |
| Operating Expenses | All reasonable and necessary expenses incurred in the Santa Barbara Operation including direct, general and administration and indirect expenses. |
| Paramedic Rescue | "Paramedic Rescue" or "ALS Rescue" or "Rescue Unit" means a non-transporting vehicle designated by the local EMS Agency, and specifically equipped with medications and equipment to provide advanced life support or paramedic services. |
| Profit | Contractor's net revenues less allowable direct expenses, general administration and indirect expenses. |
| Public Safety Answering Point | A Public Safety Answering Point (PSAP) is a State approved location to receive the 9-1-1 call, based on predefined telephone services areas. |
| Quality Improvement | "Quality Improvement" or "Continuous Quality Improvement" or "CQI" is an approach or method in evaluating a systems' performance. The Emergency Medical Services Agency may develop a Quality Improvement Plan in an effort to improve medical care and system effectiveness. |
| Rural | All census places with a population density of 7 to 50 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 7 to 50 persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards |

| | |
|---|---|
| | and Guidelines.) |
| Santa Barbara County Public Safety Communications Center | Santa Barbara County Public Safety Communications Center a department within the Sheriff agency that provides 911 dispatch services for, the County of Santa Barbara, and contracted cities and fire districts. The agency provides dispatch services for American Medical Response (the paramedic ambulance transport provider), as well as dispatch services for other agencies. |
| Semi-Rural | All census places with a population density of 51 to 100 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 51 to 100 persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines). |
| Service Area 1 | "Service Area 1" means the exclusive area designated by the County of Santa Barbara, as that portion of Santa Barbara County, California exclusive of that portion 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 (Exhibit B). |
| Service Area 2 | "Service Area 2" means the area designated by the County of Santa Barbara, 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 (Exhibit B). |
| Service Area 3 | Service Area 3" means that area 25 miles East of the intersection of Highway 101 and Highway 166 (Exhibit B). |
| Transport Response Time | The measurement of time lapsed from the hour, minute and second the call is dispatched to the hour, minute and second of the arrival on the scene of an ALS ambulance, regardless of whether the ambulance is provided by the Contractor. |
| Unit Hour Utilization | Unit Hour Utilization is calculated by taking the total number of calls a unit runs divided by the total number of hours the unit is in service. Example: a twenty-four (24) hour unit runs eight (8) calls during their shift; (8 divided by 24 equals .33), therefore this unit ran a .33 UHU during this 24 hour period. UHU is calculated on a monthly basis. This is the Jack Stout method of determining unit hour utilization and is considered the industry standard. |
| Unusual System Overload | Unusual system overload (USO) is defined as emergency medical service ambulance response volume within the County of Santa Barbara EOA or Service Area 2 that |

equals or exceeds 120 percent of the ninetieth percentile (90th percentile) for that specific hourly time-of-day/day-of-week period for the preceding twelve (12) calendar months.

Urban

All census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 101 to 500 persons or more per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines).

Wilderness

Census tracts or enumeration districts without census tracts that have a population of less than seven persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines).

EXHIBIT B - MAPS

1. Exclusive Operating Area and Services Area 2
2. Seven EMS Zone Response Groups
3. EMS Response Zones
4. EMS Zones allowable for subcontracting of ALS First Response

(Not Attached)

EXHIBIT C - CAD EQUIPMENT

The following represents the financial responsibility for equipment and services being provided to the Public Safety Dispatch Center by the Contractor when implemented.

| <u>Equipment/Service:</u> | <u>Share:</u> |
|--|-----------------|
| CAD Software | |
| <i>Primary-Server</i> | 33% |
| <i>Dispatcher/Call Taker User – EMS</i> | 100% |
| <i>Data Storage servers. Reporting programs, etc</i> | 33% |
| Interface Software | |
| <i>Radio System Interface</i> | 33% |
| <i>Alpha-Numeric Paging Interface</i> | 33% |
| <i>E 911 ANI/ALI Interface</i> | 33% |
| <i>EMS Billing Interface</i> | 100% |
| <i>Electronic PCR Interface</i> | 100% |
| Training/Software Support/Maintenance | |
| <i>All associated training, support, and system maintenance</i> | 33% |
| Geographic Information Systems | |
| <i>Mapping conversions, map routing, and training</i> | 33%. |
| Project Services | |
| <i>Configuration, Testing, Go-Live Support</i> | 33% |
| <i>On-site support for one-year</i> | 33% |
| Mobile Capability | |
| <i>Mobile application license, services. server, radio routers</i> | 33% |
| <i>Automatic Vehicle Locators (and associated equipment)</i> | All EMS Devices |
| <i>Mobile Data Terminals (and associated equipment)</i> | All EMS Devices |
| <i>Mobile Radio Data Backbone</i> | 33% |
| Hardware | |
| <i>Shared servers</i> | 33% |
| <i>Servers supporting EMS Specific functions/interfaces</i> | 100% |

EXHIBIT D – SANTA BARBARA COUNTY RATES

Current Rates as of January 1, 2004

| | |
|---------------------------------|------------------|
| BLS Base Rate | \$ 566.10 |
| ALS Base Rate | \$ 702.08 |
| Oxygen | \$ 74.70 |
| Mileage | \$ 14.94 |
| Stand-by rate (per hour) | \$ 99.61 |

Proposed New Rates as of January 1, 2005

| | |
|---------------------------------|------------------|
| BLS Base Rate | \$ 595.00 |
| ALS Base Rate | \$ 984.61 |
| Oxygen | \$ 82.50 |
| Mileage | \$ 24.00 |
| Stand-by rate (per hour) | \$ 125.00 |

SANTA BARBARA COUNTY RATES WITH FIRE SUBCONTRACTOR

| | |
|---------------------------------|-------------------|
| BLS Base Rate | \$ 595.00 |
| ALS Base Rate | \$ 1029.61 |
| Oxygen | \$ 82.50 |
| Mileage | \$ 24.25 |
| Stand-by rate (per hour) | \$ 125.00 |

EXHIBIT E – FIRE FIRST RESPONDER SUBCONTRACTOR COMPENSATION

Not to exceed \$850,000 (\$560,000 for meeting ALS First Response in Carpinteria-Summerland, Montecito, West Goleta/Ellwood, and Orcutt, as illustrated in EMS Zones 31, 32, 49, 50, 51, 53, 63, 64, 65, 66, & 67 and \$ 290,000 for EMS services support) and is subject to penalty assessment as identified in Section 4.1 of Agreement.

EXHIBIT F – INITIAL REPORTING REQUIREMENTS

| Report Name | Due Date | Responsible | Submit To |
|-------------------------------------|-------------------|-------------|------------|
| First year audited financial report | November 30, 2005 | AMR | EMS Agency |
| Paramedic Accreditation Program | January 15, 2005 | EMS Agency | AMR |
| System Status Management Plan | January 15, 2005 | AMR | EMS Agency |
| MCI Plan | July 1, 2005 | EMS Agency | AMR |
| Vehicle List | January 15, 2005 | AMR | EMS Agency |
| CQI Program | January 15, 2005 | AMR | EMS Agency |
| New Employee Orientation Program | January 15, 2005 | AMR | EMS Agency |

Annual Reporting Timeline Requirements

| Report Name | Due Date | Frequency | Responsible | Submit To |
|--|---|-----------|-------------|--|
| Audited Financial Report | 90 days after close of fiscal year | Annually | AMR | EMS Director & Public Health Financial Officer |
| System Status Management Plan | 30 days prior to change unless emergency adjustment | As Needed | AMR | EMS Director |
| Response Time Exemptions Report | 15 business days | Monthly | AMR | EMS Director |
| Complaints, non-clinical | November 30 | Annually | AMR | EMS Agency |
| Employee Records | November 30 | Annually | AMR | EMS Agency |
| CQI Program Activities | November 30 | Annually | AMR | EMS Agency |
| Community Education | November 30 | Annually | AMR | EMS Agency |
| Employee Turnover Report | November 30 | Annually | AMR | EMS Agency |
| New Employee Orientation Activities | November 30 | Annually | AMR | EMS Agency |
| In-service Training Offerings | November 30 | Annually | AMR | EMS Agency |
| Vehicle List /Equipment Replacement Plan | November 30 | Annually | AMR | EMS Agency |
| Vehicle Maintenance | November 30 | Annually | AMR | EMS Agency |
| List of Force Hire | November 30 | Annually | AMR | EMS Agency |

Operation Compliance Reports will be shared with the Contract Compliance Committee at least annually.

EXHIBIT F - AUDITOR COMPLIANCE REPORT

Independent auditors will include tests of contract compliance in their examination of Contractor's financial statements and provide a compliance report expressing their opinion on compliance with fiscal provisions of the contract specified below. Auditor's report shall include a schedule showing any findings of non-compliance.

Auditors' opinion should state compliance with the following contract provisions:

1. Revenues and expenses as defined in **definitions**.
2. Direct expenses include no intra-company charges except as provided in the definition of direct expenses in **definitions**.

EXHIBIT F - FISCAL TIMELINES

| Product | Due Date | Responsible | Timeline Complete to |
|---------------------------------------|-------------------|--------------|----------------------|
| Year End Financial | November 30 | AMR | 90 days |
| Quarterly Report Sept. 1 – Nov. 30 | December 31 | AMR | 1 month |
| Annual Budget | November 30 | AMR | NA |
| Quarterly Report Dec.1 – Feb. 28 | March 31 | AMR | 1 month |
| Medicare Rate Adjust. | Feb. 1 2006 -2009 | AMR & County | Per contract |
| Annual CPI Rate Adjustment | Feb. 1 | AMR & County | Per contract |
| Quarterly Report March 1 – May 31 | June 30 | AMR | 1 month |
| Quarterly Report June 1 – Aug. 31 | September30 | AMR | 1 month |

EXHIBIT G - PENALTY ASSESSMENT EXAMPLE (THIS IS A SAMPLE ONLY)

| | |
|------------------------|-----------------|
| PENALTY SUMMARY | |
| INTERVAL: | NOV 2005 |

| ON-TIME COMPLIANCE | | | | | | | |
|--------------------------------|----------|----------|----------|----------|----------|----------|----------|
| EMS RESPONSE ZONE GROUP | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| CODE 3 | 91.20% | 90.40% | 88.30% | 89.40% | 95.20% | 97.40% | 90.70% |

| TYPE | PENALTY | QTY | TOTAL |
|----------------------|----------------|------------|--------------|
| MONTHLY COMP | | | |
| 89-89.99% | \$1,000.00 | 1 | \$1,000.00 |
| 88-88.99% | \$1,500.00 | 1 | \$1,500.00 |
| 87-87.99% | \$2,500.00 | | \$0.00 |
| 86-86.99% | \$4,000.00 | | \$0.00 |
| 85-85.99% | \$6,000.00 | | \$0.00 |
| <85% | \$8,000.00 | | \$0.00 |
| EXTENDED RESP | | | |
| EXT RESP 10-15 | \$1,000.00 | 2 | \$2,000.00 |
| EXT RESP >15 | \$1,500.00 | | \$0.00 |
| OTHER | | | |
| MECH FAILURE | \$500.00 | | \$0.00 |
| FAIL RPT ON SCENE | \$250.00 | 3 | \$750.00 |

| PENALTY BREAKOUT | |
|-------------------------|-------------------|
| AMR | |
| COMPLIANCE | \$1,000.00 |
| EXT RESPONSE | \$1,000.00 |
| OTHER | \$500.00 |
| TOTAL | \$2,500.00 |
| SUBCONTRACTOR | |
| COMPLIANCE | \$1,500.00 |
| EXT RESPONSE | \$1,000.00 |
| OTHER | \$250.00 |
| TOTAL | \$2,750.00 |

In this example of a monthly penalty report, showing infractions in each category of penalties.

MONTHLY COMPLIANCE:

In the monthly response compliance, AMR scored an on-time compliance of 89.40% in Zone #4, resulting in a \$1000 penalty. In Zone #3, the 88.3% compliance was the responsibility of the subcontractor, and therefore assessed the \$1500 penalty.

EXTENDED RESPONSE:

AMR had one call with an extended emergency response time of 13 minutes over limit, resulting in a \$1000 penalty.

The subcontractor had one call with an extended emergency response time of 12 minutes over limit, resulting in a \$1000 penalty.

OTHER:

One two occasions this month, AMR units failed to notify dispatch their arrival "on-scene" resulting in a \$500 penalty. On one occasion this month, the subcontractor failed to notify dispatch of their arrival "on-scene" resulting in a \$250 penalty.

PENALTY BREAKOUT:

The total monthly penalties for AMR, and Subcontractor, are shown on the right hand side and reflect the amount of payment that will be withheld from subcontractor paid directly to the EMS Penalty Assessment Fund. The amount of penalty assessed to AMR will also be paid directly to the EMS Penalty Assessment Fund.

EXHIBIT H - QUARTERLY PAYMENT SCHEDULE

| AGENCY | ANNUAL SUPPORT ₁ | QUARTERLY PAYMENT ₂ |
|---|-----------------------------|--------------------------------|
| Santa Barbara County EMS Agency | \$180,000.00 | \$45,000.00 |
| Santa Barbara EMS Communication System Support | \$80,000.00 | \$20,000.00 |
| Santa Barbara County Public Safety Dispatch Center | \$970,585.00 | \$246,646.00 |
| Subcontractor-County Fire Consortium ₃ | \$560,000.00 | \$140,000.00 |
| Subcontractor-Supplemental Fire Services Funding ₃ | \$290,000.00 | \$72,500.00 |
| TOTALS | \$2,079,985.00 | \$524,146.00 |

NOTES

- 1 Annual support to the EMS Agency, Fire Consortium and Dispatch Center will be increased according to the CPI provisions detailed in the contract.
- 2 Quarterly payments for fire subcontractor are due on the last day of the new quarter. April 30, July 31, October 31 and January 31. Quarterly payments are subject to reduction by penalty levies described in Section 4.1. Quarterly payments for dispatch services are due on the first day of each quarter; April 1, July 1, October 1, and January 1.
- 3 The Fire Consortium is yet to be developed, but Contractor may subcontractor for response time requirements as well as other services.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **American Medical Response**

IN WITNESS WHEREOF, the parties have executed the agreement to be effective on the date executed by COUNTY

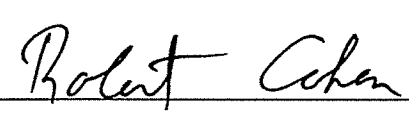
COUNTY OF SANTA BARBARA

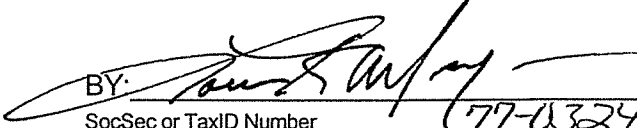
BY: 
Joseph Centeno, CHAIR
BOARD OF SUPERVISORS

DATE: 12-14-04

ATTEST:
Michael F. Brown
Clerk Of The Board

CONTRACTOR
AMERICAN MEDICAL RESPONSE
Louis K. Meyer, CEO
American Medical Response

BY: 

BY: 
SocSec or TaxID Number 77-0324739

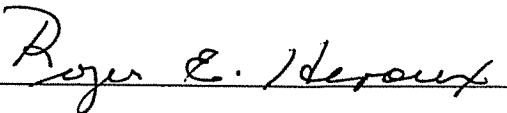
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APPROVED AS TO FORM
Robert W. Geis, CPA.
Auditor Controller

APPROVED AS TO FORM:
Roger E. Heroux, MPA
Director, Public Health Department

BY: 
deputy

BY: 

APPROVED AS TO FORM:
Stephen Shane Stark
County Counsel

APPROVED AS TO FORM:
Nancy Lapolla, MPH
Director, EMS Agency

BY: 
Deputy County Counsel

BY: 