

February 10, 2011

Mayor Brent Ives  
333 Civic Center Plaza  
Tracy, CA 95376

Dear Mayor Ives,

The San Joaquin County Board of Supervisors is considering a five-year extension to American Medical Response's existing ambulance service contract for the Lodi, Stockton, and Tracy zones. They are scheduled to vote on the item at their meeting on March 1, 2011. As a twenty-one year AMR employee here in Tracy and the president of the Tracy EMT-Paramedic Association, I wish to address some concerns our members have with the new service contract proposed and how they impact Tracy. Enclosed is a copy of the proposed agreement so you may review the items.

**Item 3.1-B-9 (page 9)** Proposes a limit to the number of hours an employee may work to a maximum of 16. With a minimum 8 hour break before their next shift. The recommendation based on concerns of crew fatigue. In theory this sounds like a good rule. However in practical reality this may create greater fatigue.

Our basic schedule involves four 12-hour shifts one week and three 12-hour shifts the following with a repeating pattern. Some crewmembers will trade shifts and work two 24-hour shifts in one week and a 24-hour shift plus a 12-hour shift the following week. When an employee does this modified schedule, they can adjust their off-time to arrange for proper rest prior to coming to work; similar to what our local firefighters do. This allows them to decrease their commute frequency, participate in educational opportunities including paramedic training programs, and minimize their childcare costs for those who have children. By using the proposed limited schedule, these employees, especially the night personnel will work all night at least 12-hours (up to 16-hours if held over) and then be expected to commute home, eat, shower, attend to family and personal responsibilities, sleep, and then commute back to their next shift all in a 8 to 12-hour period for four or three days in a row. A change to this practice will affect our employees both financially and emotionally in terms of their morale. We believe they will actually be more fatigued than they are under the current allowed schedule.

This has been explained as a potential safety concern. However in the five years that we have had our current contract, we have had no fatigue related patient care issue, vehicle accident, or employee injury. While in theory this sounds like a reasonable concern, in actuality there has been no issue.

In discussing this item with County EMS, there are also scheduling ramifications that were not considered. Currently our staff is basically divided into two shifts (A-front of week/B-back of week). The requirement provides that at no time can an employee work greater than 16-hours means if an A shift employee vacancy occurs be it vacation, jury duty, bereavement, illness, or whatever that now we can only use a b-shift employee to cover that vacancy. We have cut the number of available personnel to

cover vacancies in half. For example, in Tracy we have 13 medics assigned. If we had a vacancy today on a night shift ten medics would be eligible to cover the vacancy. Under the new proposal, only five would be authorized. This will create challenges to staff for shift vacancies. AMRs option will be to either force overtime or brown-out the unit for the vacant period of time. The existing practices and collective bargaining agreements from when this original ambulance contract was initiated in 2006 and now have allowed employees to perform mutually agreed upon shift trades to work 24-hour shifts. This item is already covered in our current collective bargaining agreement and should not be addressed as part of the ambulance contract agreement.

**Item 3.2-B (page 10)** The existing agreement and the proposed agreement establish a minimum number of 911-system hours for each ambulance zone. Tracy is zone C and is allocated 504 hours per week, which is the equivalent of three ambulances 24 hours day/7 days a week. The concern we have regarding this allotment is that even now it is not monitored properly or adhered to. Stockton is zone B and they are understaffed based on the hours allotted for. The result is that ambulances from Tracy and Lodi (zone A) are pulled from their communities and moved to cover Stockton. Not necessarily to handle an actual call, but redeployed to post there while leaving decreased ambulances in the outline areas. I have documentation to show that we routinely fall below our allotted hours. Tracy has scheduled four ambulances in the daytime and three at night. The additional day ambulance is to assist with non-emergency functions such as inter-facility transfers. However, it is not unusual to only have two units here in the day and one at night, while the remaining units are used for non-emergency functions and/or posted in Stockton. It is not uncommon to suddenly have several back to back calls where the sole ambulance in Tracy responds to the first call, but the subsequent calls have Tracy units responding from south or central Stockton back to Tracy. The solution is to staff additional unit hours for Stockton and mandate that ambulances in both Tracy and Lodi are left in their respective zones to provide 911 services in those zones. If the ambulance hours requirement per zone are not met then a penalty fee should be assessed against the provider and if it happen too frequently then the provider should be found to be in major breach of the agreement and dealt with appropriately.

All of our local employees have ties to our community with family and friends that live and work here and the issue above is our greatest concern. The provider should not be stealing hours from our city to cover other areas that they have not provided sufficient coverage for. We are most familiar with our area and we should be staying here to respond to our calls in a timely manner.

**Item 5.2-A (page 25)** Requires a fatigue policy that says a crew member on a 12-hour unit may not sleep while working. The NIOSH CDC recommends naps as a way to reduce fatigue. The EMS agency is worried about fatigue, yet a crew cannot take a catnap? A crew can't sleep because we don't want them to be tired? This seems like the hospital staff that wakes up a patient at 3am to take their sleeping pill. What is the concern? We have 24-hours station crews at AMR, Manteca Ambulance, and every fire station in the county. They have the opportunity to go to a station, get into a nice warm bed

with a pillow and blanket, and sleep (most likely in a deeper sleep) with the expectation that if a call comes in, they will be awoken with by the radio tones, their pager alert, and a computer message advise them they have a call, and once awake will respond to their call. However ambulance post crew cannot catnap in their ambulance, still fully ready to respond, even though they have the very same radio tones, pager alerts, and computer message system that would allow them to respond. This "no sleep" clause makes no sense and should be removed from the contract.

**Item 5.1-A (page 23)** Paramedics must attend all 911 system responses regardless of patient problem. This will result in several personnel issues.

This will effectively increase the workload for the paramedics by up to 60% depending on how many BLS patients are attended to that can no longer be handled by the Emergency Medical Technician (EMT) as the ratio of BLS to ALS calls averages 60%/40% . It will leave the EMT to solely function as a driver and restock person and the paramedic as the attendant and report writer.

With decreased responsibilities for the EMT, it would seem that the employer would move to freeze or lessen their current wage benefits. Medics of course would be looking for increased compensation. This would create a division in the workforce and potential animosity. Ultimately this may lead into increased costs to the residents of our County.

The EMTs will no longer gather any patient care experience making them weaker candidates when they chose to progress to the paramedic level. As a paramedic preceptor, I routinely have more problems when dealing with paramedic students that attempt to upgrade to paramedic when they have had no ALS or patient care experience.

The residents of Tracy seem to face more health challenges due to their decreased economic status leading to delays in seeking care for health related issues or obtaining preventative care. In addition, we have a significant exposure to trauma with multiple major highways, rural roadways, the Delta waterways, and unfortunately the increasing violence level in our community cities. We depend on strong EMTs to assist us in providing care and their inability to attend calls will weaken their abilities and skills.

**Item 10.2-A (page 37) and exhibit G (page 65)** All 911 system responses calls will be billed at an ALS rate.

It is my understanding that all system calls will be billed at an ALS rate since a paramedic will be attending to all calls. This seems unreasonable if no ALS care is actually provided.

In the current agreement there is a BLS (basic life support) emergency rate and an ALS (advanced life support) emergency rate. If the patient receives advanced care (IV, medications, defibrillation, or advanced airway placement) then they pay the ALS rate. However if they require basic care (simple

bandaging, splinting, transportation) they pay the BLS rate. The new agreement removes the BLS rate and creates a one rate system. When the initial contract started in 2006 the basic rate was \$570.00 and the advanced rate was \$840.00. The new contract will have the rates jump immediately to \$1767.56 and provide for a 7.25% increase each year for the next five years that will lead to a rate of \$2338. This is only the base rates; there are also charges for mileage, oxygen, and night fees. So in 2006 a transport from say City Hall to Sutter Tracy for someone who fell, scraped their leg and need stitches at the ER would have been BLS at about \$600 dollars with mileage. If it happen after May 1<sup>st</sup> this year it is about \$1850 with mileage and in the year 2016 will be about \$2400. This is a dramatic increase in only ten years.

This raises a question. Will insurance providers reimburse at an ALS rate when no ALS care was provided? If not, will the patient be responsible for the difference? This would seem to be an unreasonable rate increase for the residents of our City. We would recommend a continued rate system based on a tiered rate determined by service rendered and continue to allow EMTs to attend to calls that only require BLS care.

Because the proposed changes have not been fully disclosed, there may be other issues which impact the citizens of San Joaquin County and of Tracy. We would like the opportunity to address these and other potential issues and would ask that we might meet so that you and the City Council might have an opportunity to gather information and make an informed decision as the whether you wish to have input to the Board of Supervisors to ask questions or request modifications to the ambulance agreement that will cover our city. I may be contacted by e-mail at [NDLA2@yahoo.com](mailto:NDLA2@yahoo.com) or via cell phone at 209-401-5281. Thank you for your time and consideration.



Normand Desautels, Paramedic  
President, Tracy EMT-Paramedic Association

2006 CURRENT CONTRACT

**Exhibit G: San Joaquin County Rates**

<b>May 1, 2006 to April 30, 2008</b>	
<b>Advanced life support</b>	
Emergency base rate	\$840.00
Emergency response	No charge
Night charge	78.00
I.V. therapy	No charge
Universal precautions	No charge
Mileage (per loaded mile)	\$19.00
Oxygen	\$69.00
ALS treatment without transportation	No charge
<b>Basic life support</b>	
Emergency base rate	\$570.00
Emergency response	No charge
Night charge	\$78.00
I.V. therapy	No charge
Universal precautions	No charge
Mileage (per loaded mile)	\$19.00
Oxygen	\$69.00

No other charges are permitted for services provided under this contract.

# 2006 CURRENT CONTRACT

## 11.12 Monitoring Costs

County will incur costs associated with oversight of Contactor's operational and clinical performance under this Agreement. Contactor shall pay the County the actual costs incurred by the County in providing such oversight or the following fees, whichever is less:

Year 1 \$99,000

Year 2 \$103,950

Year 3 \$109,155

Year 4 \$114,650

Year 5 \$120,400

One quarter of the annual fee shall be due on July 1, October 1, January 1, and April 1 of each year of this contract. The first payment shall be prorated.

## 11.13 Entire Agreement

This agreement and the exhibits attached hereto constitute the entire agreement between County and Contactor and supersede all prior discussions and negotiations, whether oral or written. Any amendment to this agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

## 11.14 Binding on Successors

This agreement ensures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors and assigns.

## 11.15 Captions

The captions heading the various sections of this agreement are for the convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine or neuter gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

## 11.16 Controlling Law

This agreement shall be interpreted under California law and according to its fair meaning and not in favor of or against any party.

COMPARE TO NEW MONITORING  
COSTS PAGE 44



**AGENDA ITEM SUBMITTAL FORM**  
**BOARD OF SUPERVISORS**  
**CLERK OF THE BOARD**  
 44 N. San Joaquin Street, Suite #627  
 Stockton, California 95202

For Clerk's Use Only:  
 AGENDA NUMBER

**SUBMIT ONE COPY OF THIS FORM WITH EACH BOARD AGENDA ITEM.**

At the time of submitting your agenda item documents, please provide **ONE ORIGINAL & 7 COPIES OF THE BOARD LETTER AND ANY ACCOMPANYING DOCUMENTS** (Resolutions, Board Orders, Contracts, etc.) for distribution after Board Approval.

**If more than one original is required, you must provide the appropriate number of originals to be executed by the Board of Supervisors.**

**DATE:** JANUARY 25, 2011

**DEPARTMENT:** EMERGENCY MEDICAL SERVICES

**CONTACT & PHONE #:** KENNETH B. COHEN  
 8-6600

**AGENDA ITEM TITLE:** APPROVAL OF AGREEMENT WITH AMERICAN MEDICAL RESPONSE FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICE IN ZONES A, B, AND C

**PROPOSED AGENDA PLACEMENT DATE:** FEBRUARY 8, 2011 **PROPOSED CALENDAR:** CONSENT

**DISTRIBUTION:** (MAILING ADDRESSES MUST BE PROVIDED IF NOT A COUNTY DEPARTMENT)

<u>TO:</u>	<u>DOCUMENT</u>	<u># OF COPIES</u>
Clerk of the Board	Board Order	Original
Emergency Medical Services	Board Order & Signature Page	Original & 1
Health Care Services	Board Order	1
County Counsel	Board Order	1
County Administrator's Office	Board Order	1

**Special instructions to the Clerk of the Board:**

Please return signature page of contract (page 45) to EMS with the Board Order. Thank you!

**AGENDA ITEMS MUST BE REVIEWED AND SIGNED OFF BY THE DEPARTMENT HEAD, COUNTY ADMINISTRATOR AND COUNTY COUNSEL.**

Department Head      Signature *Kenneth B. Cohen*      *January 25, 2011*

<b>County Administrator</b> 1/27/2011 8:19:29 AM	<b>County Counsel</b> 1/31/2011 9:53:35 AM	<b>COB</b>
<i>Chris Rose</i> <b>CHRIS ROSE</b>	<i>J. Hank Hiles</i> <b>J. HANK HILES</b>	2/3/2011 9:10:37 AM



# San Joaquin County

## Emergency Medical Services Agency



<http://www.sjgov.org/ems>

January 24, 2011

Mailing Address  
PO Box 220  
French Camp, CA 95231

Health Care Services Complex  
Benton Hall  
500 W. Hospital Rd.  
French Camp, CA 95231

Board of Supervisors  
County Administration Building  
44 North San Joaquin County Street  
Stockton, California 95202

Phone Number  
(209) 468-6818

Fax Number  
(209) 468-6725

### **APPROVAL OF AGREEMENT WITH AMERICAN MEDICAL RESPONSE FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICE IN ZONES A, B, AND C**

Dear Board Members:

#### **RECOMMENDATION:**

It is recommended that the Board of Supervisors approve the agreement with American Medical Response (AMR) for exclusive emergency ambulance service in Zones A, B, and C.

A copy of the agreement is on file with the Clerk of the Board.

#### **REASON FOR RECOMMENDATION:**

On March 2, 2010, your Board authorized the Emergency Medical Services (EMS) Agency to enter into negotiations with AMR to renew the exclusive operating area agreement (Agreement) for emergency ambulance services for an additional five-year period; and to propose appropriate and necessary changes to the Agreement to improve and maintain the EMS system.

The Agreement negotiated with AMR maintains the performance and monitoring requirements of the original five year agreement and incorporates appropriate and necessary changes identified and agreed to by the EMS Agency and AMR. The five-year agreement is for the period May 1, 2011 through April 30, 2016.

Among the standards and conditions included in the Agreement are:

1. Retention of the response time standards of 7:29 minutes in urban areas, 9:29 minutes in suburban areas, 17:29 minutes in rural areas, and 29:29 or less in wilderness areas;



2. Guaranteed minimum of 3,024 unit hours per week for the life of the contract;
3. Procurement of 25 new ambulances during the first two years of the agreement and the replacement of all ambulances with more than 250,000 miles with new units;
4. An increase in dedicated field supervision focusing on oversight of field operations, system status management, ambulance return to service, multi-casualty incident management, and other operational concerns;
5. Establishment of an employee fatigue policy;
6. An increase in management staff within the ambulance dispatch center including a dispatch center deputy director and a fire dispatch quality improvement coordinator;
7. Guaranteed rates for fire dispatch services provided to San Joaquin County fire departments and districts;
8. Bariatric ambulance response for morbidly obese patients;
9. An additional clinical and education coordinator position at AMR to review patient care and provide in house training;
10. Upgrade of the current electronic prehospital care report system to the version known as "MEDS 3" before January 1, 2012;
11. Accept reimbursement at Medi-Cal rates for patients enrolled in the County's Medical Assistance Program (MAP) and for all inmates and jail detainees for whom the County is financially responsible.

The Agreement includes an increase in ambulance rates charged by AMR and the provision for allowing annual rate increase of 7.25%. AMR agrees to maintain a compassionate care policy to remove the financial burden of ambulance transport for qualified patients.

The table below provides a comparison of AMR's current and proposed rates against the ten comparable counties. The table includes a column listing each county's urban response time requirement.

COUNTY	ALS BASE RATE	MILEAGE RATE	O2 RATE	Itemized Charges	Urban Response Times
Stanislaus County	\$2,191.45*	\$38.51	\$177.71	Yes	7:30
Sonoma County	\$2,043.54*	\$32.37	\$150.98	Yes	6:59
San Joaquin County (New)	\$1,767.56	\$37.50	\$110.32	No	7:29
Contra Costa County	\$1,742.43	\$24.51	\$146.28	No	11:45
Alameda County	\$1,740.35	\$40.05	\$131.21	No	10:30

Sacramento County	\$1,730.82*	\$33.51	\$139.23	Yes	7:59
Ventura County	\$1,451.20	\$30.20	\$0.00	No	8:00
Santa Clara County	\$1,439.03*	\$30.29	\$108.06	Yes	11:59
Kern County	\$1,286.00	\$31.00	\$79.00	Yes	15:59
Fresno County	\$1,165.00	\$18.00	Unk	Yes	10:00
Tulare County	\$1,206.40	\$24.96	\$0.00	No	10:00
San Joaquin County (Current)	\$1,091.69	\$30.78	\$89.61	No	7:29

\* The ALS Base Rates for Stanislaus, Sonoma, Sacramento, and Santa Clara include itemized costs not allowed by San Joaquin County's rate structure.


**FISCAL IMPACT:**

AMR is responsible for the billing and collection of the authorized rates for services provided under the Agreement without subsidy from the County. AMR will pay \$260,000 in the first year of the agreement for the County's costs of monitoring the service. The monitoring fee will increase each year and should be sufficient to cover the EMS Agency's costs of monitoring the agreement. As with the previous agreement, there is an additional annual savings of approximately \$555,000 to the County General Fund through the reduced rates charged to the County for Correctional Health Services and Medical Assistance Program (MAP) patients. There is no increase to the County General Fund by this action.

**ACTIONS TO BE TAKEN FOLLOWING APPROVAL:**

Upon approval by the Board of Supervisors, the EMS Agency Administrator will begin administering the agreement.

Sincerely,

  
 Kenneth B. Cohen, Director  
 Health Care Services

KBC:JDB:ct

cc: County Administrator's Office  
 County Counsel  
 Emergency Medical Services  
 Clerk of the Board

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Before the Board of Supervisors  
County of San Joaquin, State of California

B- \_\_\_\_\_

MOTION:

**APPROVAL OF AGREEMENT WITH AMERICAN MEDICAL RESPONSE FOR  
EXCLUSIVE EMERGENCY AMBULANCE SERVICE IN ZONES A, B, AND C**

THIS BOARD OF SUPERVISORS DOES HEREBY approves the agreement with American Medical Response (AMR) for the exclusive emergency ambulance service in Zones A, B, and C.

I HEREBY CERTIFY that the above order was passed and adopted on \_\_\_\_\_ by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

LOIS M. SAHYOUN  
Clerk of the Board of Supervisors  
County of San Joaquin  
State of California



\_\_\_\_\_

**AGREEMENT WITH AMERICAN MEDICAL RESPONSE-WEST  
A CALIFORNIA CORPORATION FOR  
EMERGENCY AMBULANCE SERVICE IN  
SAN JOAQUIN COUNTY ZONES A, B, AND C**

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**AGREEMENT WITH AMERICAN MEDICAL RESPONSE-WEST  
A CALIFORNIA CORPORATION FOR  
EMERGENCY AMBULANCE SERVICE IN  
SAN JOAQUIN COUNTY ZONES A, B, AND C**

THIS AGREEMENT, entered into this 8<sup>th</sup> day of February, 2011, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter called "County" and AMERICAN MEDICAL RESPONSE WEST, a California corporation, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, pursuant to Health and Safety Code, Division 2.5, Section 1797.224, County may declare an exclusive operating area for emergency ambulance service zone and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, County has determined that the level of service prescribed herein is the most appropriate and efficient manner of exercising the authority contained in Welfare & Institutions Code 17000, Health & Safety Code Section 1797, et seq., and Title 22 of the California Code of Regulations; and

WHEREAS, County's local emergency medical services (EMS) agency has submitted County's EMS Transportation Plan to the State of California EMS Authority as an amendment to its EMS plan describing such an exclusive operating area and this amendment was approved by the California EMS Authority; and

WHEREAS, in 2005, County conducted a competitive process as required by Section 1797.224 of the Health and Safety Code; and

WHEREAS, County has determined that all requests for emergency ambulance service shall be met by advanced life support equipped and staffed ambulances; and

WHEREAS, County has complied with all the statutes and regulations governing the designation of an exclusive provider of emergency ambulance services in San Joaquin County; and

WHEREAS, County entered into an agreement for emergency ambulance services with Contractor on January 17, 2006, which allowed for a one time extension of 5 years; and

WHEREAS, on March 2, 2010 the Board of Supervisors authorized the EMS Agency Administrator to enter into negotiations with Contractor for the extension of the contract for provision of emergency ambulance service within Zones A, B, and C.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

## **SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS**

### **1.1 Contract Administration**

The San Joaquin County EMS Administrator shall serve as the Contract Administrator, and shall represent the County in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the County. The Contract Administrator or her/his designee may:

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

### **1.2 Term of Agreement**

The term of this Agreement shall commence at 0800 hours on May 1, 2011, and shall terminate at 0800 hours on May 1, 2016, unless terminated earlier pursuant to the terms and conditions of this Agreement.

### **1.3 Documents Constituting Contract**

The San Joaquin County Emergency Ambulance Request for Proposals, dated July 12, 2005 and Contractor's proposal, dated September 22, 2005, are made a part hereof and by reference into this Agreement, provided however, that this Agreement supersedes any inconsistent provision of these documents. No addition to, or alteration of, the terms of this Agreement, and no verbal understanding of the parties, or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement. All defined terms herein shall have the meaning as set forth in Exhibit I.

### **1.4 Conditions for Extension of the Agreement**

At its sole discretion, the San Joaquin County Board of Supervisors may extend the exclusive market rights granted to the Contractor for an additional period, as may be approved by the State of California Emergency Medical Services Authority.



### **1.5 Contract Response Area**

All requirements described in this Agreement apply to the County of San Joaquin Exclusive Operating Area (EOA) Zones A, B, and C as shown in Exhibit A and described in Exhibit B.

All of the following transports originating in Zones A, B, and C shall be referred to the Contractor, and Contractor shall provide all responses and ground transports as follows:

- A. Made in response to 9-1-1/Public Service Answering Point (PSAP) requests.
- B. Made in response to requests for immediate ambulance service transmitted through an authorized 9-1-1/PSAP.
- C. Made in response to requests for emergency ambulance service made directly to the ambulance service from a private telephone call without going through an authorized 9-1-1/PSAP.
- D. Any other request for service requiring an emergency ground ambulance response, as defined by the County's policies and procedures.

### **1.6 Notices**

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

Contractor: Region Chief Executive Officer American Medical Response  
400 Fresno Avenue  
Stockton, CA 95203

County: EMS Administrator  
San Joaquin County EMS Agency  
PO Box 220  
500 W Hospital Road, Benton Hall Room 55  
French Camp, CA 95231

### **1.7 ALS provider agreement**

This agreement will also serve as the Paramedic Service Provider agreement required under § 100167(b)(4), Title 22, CCR.

## **SECTION 2: ROLES AND RESPONSIBILITIES**

### **2.1 County's Functional Responsibilities**

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

- A. Oversee and enforce the Contractor's rights as the sole provider of emergency ambulance services within Zones A, B, and C;
- B. Oversee, monitor and evaluate contract performance and compliance; and
- C. Through its local EMS agency, provide medical direction and control of the EMS system, to include EMS dispatch.

### **2.2 Contractor's Functional Responsibilities**

During the Service Period of this Agreement, as defined in Section 1.2, the Contractor shall:

- A. Provide prehospital emergency medical care and transport services in response to emergency medical calls within Zones A, B, and C twenty-four (24) hours each day, seven days a week, without regard to the patient's financial status.
  - 1. When a request for service is received by the Contractor at its dispatch center, an appropriately trained EMD Dispatcher must answer that request promptly, must follow County approved EMD dispatch procedures, offer planned pre-arrival assistance (as appropriate) and must manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responder and EMS air transport provider agencies.
  - 2. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by EMS Agency policy, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to the County's Policies and Procedures.
  - 3. Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical

performance, to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of Contractor's services. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the Agreement standards, Contractor may be found to be in major breach of their contract and promptly replaced in order to protect the public health and safety

- B. Develop system status management and deployment plans specific to meeting EMS performance requirements within San Joaquin County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense;
- C. Keep a current deployment plan on file with the Contract Administrator and a plan to redeploy or add ambulance hours if response time performance standard is not met;
- D. Provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required under this Agreement;
- E. Furnish supplies and replacements for those used by the Contractor's personnel;
- F. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed and/or accredited;
- G. Comply with all training requirements established by the State of California;
- H. Comply with County EMS Agency policies and procedures;
- I. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;
- J. Submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by the County;
- K. Respond to County inquiries about service and/or complaints within one business day of notification; and
- L. Notify the County of all incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements in accordance with Section 6.3 of this Agreement.

### **2.3 End of Contract Transition Period**

- A. Contractor agrees to continue to provide service after the end of the contract period in accordance with the "lame duck" provisions of this agreement in order to ensure a safe and orderly transition of service to a successor contractor.

## **SECTION 3: DEPLOYMENT**

### **3.1 On-going Deployment Plan Requirements**

- A. A current deployment plan, including maps, shall be kept on file with the Contract Administrator.
- B. The deployment plan shall:
  - 1. Specify locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
  - 2. Describe system status management strategies.
  - 3. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
  - 4. Provide maps that identify proposed ambulance station or post locations within the response time compliance areas. A copy of said maps shall be provided to the EMS Agency at least twenty-four (24) hours prior to implementation of a new ambulance station or post location.
  - 5. Specify the anticipated response times to each community at the 90<sup>th</sup> % fractile.
  - 6. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
  - 7. Describe any planned use of on-call crews.
  - 8. Describe any mandatory overtime requirements.
  - 9. Prohibit field personnel that are scheduled to work a 12 hour shift from working more than 16 consecutive hours without a minimum of an 8 hour break.
  - 10. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
  - 11. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
  - 12. Include signed contracts or "letters of intent" signed by both parties detailing the relationship of organizations participating in the provision of services.

### **3.2 Deployment Requirements**

- A. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. Failure by Contractor to redeploy or add ambulance units within two months of notice by the Contract Administrator shall constitute a major breach of contract. The Contractor shall submit proposed changes in the deployment plan in writing to the Contract Administrator thirty (30) days in advance. The 30-day prior written notice shall be waived if Contractor is adding resources to its deployment plan or if an emergency adjustment to the plan is needed to correct an acute performance problem.
- B. Contractor shall provide a minimum of 3,024 unit hours per week throughout the life of the contract, as follows: Zone A 504 hours per week; Zone B 1,848 hours per week; Zone C 504 hours per week; and 168 hours per week assigned at Contractor's discretion. Compliance with this requirement does not relieve Contractor of responsibility to comply with response time standards, as defined in Section 4.1(B).
- C. Contractor shall make a good faith effort to maintain an auto-aid partnership with Manteca District Ambulance (MDA) providing for seamless ambulance coverage between the Contractor and MDA in Zone C. Auto-aid shall be defined as set forth in Section 4.5(B) of this Agreement.
- D. Contractor shall make a good faith effort to establish auto-aid partnerships with ambulance providers serving Zones E and F providing for seamless ambulance coverage between Contractor and these providers in these zones Auto-aid shall be defined as set forth in Section 4.5(B) of this Agreement.

## **SECTION 4: OPERATIONS**

### **4.1 Response Time Standards**

- A. **Response Time Performance** – System response times are a key measurement of performance. This measurement is the determining factor, which drives the placement and redeployment of the system's resources throughout the entire system.
1. Each incident will be counted as a single response regardless of the number of units that respond.
  2. The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.
  3. For purposes of tracking Contractor response times and reporting, the zones will be divided into smaller compliance areas, described in Exhibit C. Compliance with response times in this Agreement is measured by meeting the performance criteria in each compliance area.
  4. Response Time Performance measurement shall include response times to Contractor's ambulance zones provided by other authorized ambulance providers when requested by the Contractor's dispatch center.
- B. **Response Time Standards** - The ambulance zones have been subdivided into eleven compliance areas, described in Exhibit C. There are three compliance areas in Zone A, five compliance areas in Zone B, and three compliance areas in Zone C. The Contractor shall have a response time compliance rate of 90<sup>th</sup> % fractile within each area for each month according to the following standards.
1. In urban areas, an ALS ambulance shall respond to 90 percent of all calls each month in 7:29 minutes or less.
  2. In suburban areas, an ALS ambulance shall respond to 90 percent of all calls each month in 9:29 minutes or less.
  3. In rural areas, an ALS ambulance shall respond to 90 percent of all calls each month in 17:29 minutes or less.
  4. In wilderness areas, an ALS ambulance shall respond to 90 percent of all calls each month in 29:29 minutes or less.
- Current population density area descriptions are shown in Exhibit D and described in Exhibit E.
- Annually, County and Contractor will review the population density assignments (Exhibit D and Exhibit E) and make adjustments as appropriate.
- C. If the unit hour utilization ratio of a 24-hour ambulance nears 0.40, Contractor shall evaluate options to balance the workload.
- D. **Response Time Exemptions** - In some cases, late responses will be excused from financial penalties and from response time compliance reports. Examples of current exceptions include:
1. Multiple units to the same scene.

2. Severe inclement weather conditions which impair visibility or create other unsafe driving conditions;
3. Call reduced from Code-3 to Code-2 by on-scene responders or by the dispatcher in accordance with County protocol; and
4. Wrong address provided by the requesting party;
5. Unavoidable delay caused by unreported road construction;
6. Material change in dispatch location after the initial dispatch is recorded as dispatched;
7. Restricted freeway access;
8. Delays in transferring care in the emergency department.

Exceptions shall be for good cause only, as determined by the County. The burden of proof that there is good cause for an exception shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis.

Contractor shall file a request for each response time exception on a monthly basis with the San Joaquin County EMS Agency within fifteen (15) business days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

Exceptions may be granted for instances of "move up and cover" or "mutual aid" consistent with EMS policy and procedure. The financial penalties may be waived based on special circumstances.

- E. Response Time Calculations – Response times shall be calculated from the hour and minute and second the call is received at Contractor's dispatch center to the hour, minute and second the Contractor, (or other authorized ambulance provider requested by Contractor's dispatch center), arrives on scene with a fully equipped and staffed ALS ambulance.

A call is considered "received" at the time that the dispatcher has received sufficient information from the reporting party (including another PSAP) to initiate the response, also known as sending the call to queue. (i.e., call back number, address, and patient chief complaint, and in most cases an EMD determinant).

- F. Applicable Calls – Response time standards shall apply to all emergency ambulance requests requiring a Code-3 response as determined by the Contractor's emergency medical dispatch (EMD) center using call prioritizing and dispatch protocols approved by the EMS Agency. For the purpose of this requirement, "Code-3" means any request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with EMS Agency policy and National Academy of Emergency Dispatch protocols, requiring the immediate dispatch of an ambulance with use of red lights and siren.

Each incident shall be counted as a single response regardless of the number of first responders or ambulances actually utilized and only the first arriving ambulance's time shall be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.

The Contractor shall not be held accountable for emergency or non-emergency response time compliance for any request for service originating outside Zones A, B, and C and those responses will not be counted in the number of total calls used to determine response time compliance under this Agreement.

- G. System Status Quality Program: Contractor shall establish and maintain a system status quality program, including:
1. A system to identify response time performance problems in order to identify underlying causes and to mitigate them. The posting plan, ambulance schedules, and the number of hours deployed will be reviewed and adjusted as needed.
  2. An System Status Management (SSM) committee that includes EMS agency representatives and EMS system stakeholders
  3. SSM review and process improvement/QI programs, including daily, weekly, and monthly reviews.
- H. Performance Report – Within twelve (12) business days following the end of each month, the Contractor shall submit a written report to the San Joaquin County EMS Agency, in a manner required by the San Joaquin County EMS Agency, identifying each emergency call:
1. that did not meet response time standard;
  2. handled by a BLS ambulance;
  3. that an ambulance was requested and was not able to respond; and
  4. any failure to properly report times necessary to determine response time, on-scene time, and transport time.

The Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems.

Within seven (7) business days of occurrence, the Contractor shall notify the County of any major regulatory actions or sanctions against the Contractor, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.

- I. Air Ambulance/Air Rescue Services - The County reserves the right to allow helicopter air ambulance or helicopter air rescue services to operate in the County for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the exclusive operating area. Prehospital utilization of such services is based upon San Joaquin County EMS Agency policies and procedures. The Contractor



shall comply with San Joaquin County EMS Agency policies and procedures regarding the use of these services. Dispatch services for helicopter ambulance services and helicopter rescue services shall be provided in accordance with EMS policies and procedures.

- J. Standbys– When requested by a public safety agency, the Contractor shall furnish standby coverage at emergency incidents within Zones A, B, and C at the request of the on-scene Incident Commander (IC), if in the opinion of the IC, the situation poses significant potential danger to the personnel of the requesting agency or to the general public. Such requests shall be reported monthly by the Contractor to the County and monitored for proper utilization and impact on response times. The County may relieve the Contract of this requirement if the requests are deemed to be unduly burdensome or unnecessary.
- K. Special events -
1. If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, the Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.
  2. Contractor shall not be precluded from performing other outside work, such as non-emergency medical transfers.
  3. Nothing herein shall excuse Contractor from satisfying its obligations under the terms of this Agreement.

#### **4.2 Dispatch Requirements**

- A. Contractor shall provide dispatch for services necessary to receive and respond to requests for emergency and advanced life support ambulance services, as described in its proposal. The Contractor's dispatch center ("LIFECOM") shall:
1. Be approved by the State of California as a public safety answering point;
  2. Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points and from seven-digit telephone lines;
  3. Determine the nature and severity of medical incidents consistent with the Contractor's protocols approved by the County;
  4. Prioritize the urgency of the response;
  5. Dispatch appropriate EMS resources;
  6. Give post-dispatch and pre-arrival instructions to callers;
  7. Relay pertinent information to responding personnel;
  8. Monitor and track responding resources;
  9. Coordinate with public safety, first response, and EMS providers as needed.
  10. Provide required data to the County; and
  11. Have a mechanism to alert dispatch personnel and responding ambulance personnel whenever an ambulance responding to an emergency call is stationary for more than thirty (30) seconds.

The dispatch center shall maintain designation as a center of excellence by the National Academy of Emergency Dispatch during the entire term of this agreement.

Contractor shall ensure that all dispatching and communications with its ambulance units is conducted in a manner consistent with EMS Agency, Associated Public Safety Communication Officials, and National Association of Emergency Dispatch policies, procedures, protocols, and standards.

- B. Contractor shall establish a LIFECOM Performance Standards Committee which includes representatives of user groups and the EMS Agency.
- C. A time-stamp/date-stamp machine or a computer-aided dispatch (CAD) system shall be utilized to record dispatch information for all ambulance requests. The time-stamp or CAD system shall include the date, hours, minutes and seconds.
- D. Contractor shall have capabilities for 24-hour, "real time" recordings of all incoming emergency telephone lines and radio frequencies. All radio and telephone communications shall be recorded on tape or other digital recording medium and kept for a minimum of 90 days.
- E. Computer aided dispatch records shall be kept and maintained in accordance with Section 7.3(A) of this Agreement.
- F. Priority dispatch system: Contractor shall utilize an emergency medical dispatch protocol reference system approved by the San Joaquin County EMS Agency. It shall include:
  - 1. Systematized caller interrogation questions,
  - 2. Systematized dispatch life support instructions, and
  - 3. Systematized coding protocols that allow the agency to match the dispatcher's evaluation of the injury or illness severity with the vehicle response (emergency and/or non-emergency).
- G. Contractor shall utilize vehicle locator technologies allowing dispatchers to visually identify the location of Contractor's San Joaquin County ambulance in the EMS system on a computer screen at all times, ensuring that the closest and most appropriate ambulance is dispatched to every call for emergency service.
- H. Backup center: Contractor shall have a plan to provide for emergency and advanced life support ambulance dispatch during any period of primary dispatch center system failure. Contractor shall have a backup system in place to restore dispatch operations within five (5) minutes of failure of the LIFECOM center.
- I. Contractor shall install and maintain a personal computer, printer, and CAD monitor at the EMS Agency, providing real-time viewing of deployed ambulance resources and the ability to run reports.

J. Contractor shall support at its cost a dedicated T1 connection (CAD to CAD link) between LIFECOM and the fire dispatch center operated by the City of Stockton.

K. Staffing: The dispatch center shall be staffed with sufficient emergency medical dispatchers to accomplish the above functions.

Each emergency medical dispatcher shall be nationally certified in emergency medical dispatch by the National Association of Emergency Dispatch and accredited by the EMS Agency.

L. Contractor shall have a FTE dispatch center director. Contractor shall have FTE dispatch center deputy director (or equivalent position) to assist director in managing San Joaquin, Stanislaus, and JRUG operations and responsibilities.

M. EMS Agency contact point: Contractor's dispatch center shall serve as a 24-hour contact point for the EMS Agency's duty officer, the Office of Emergency Services Region IV's Regional Disaster Medical and Health Coordinator, and Office of Emergency Services Region IV ambulance strike team contacts.

N. Contractor and County agree that, if a Joint Powers Agency is formed within San Joaquin County for the purpose of providing emergency dispatch services, Contractor and County will meet and confer regarding the provision of dispatch services.

O. If Contractor contracts with fire protection districts and/or city fire departments in San Joaquin County for the provision of dispatch services, the following shall apply:

1. The current rates charged to the fire protection district and/or city fire department for dispatch services are \$21.21 per call for non-medical calls and \$10.61 per call for medical calls where an ambulance is also dispatched by Contractor's dispatch center (LIFECOM).
2. After May 1, 2011, the above rates may be increased annually by an amount not to exceed a 50-50 weighting of the most current U.S. Bureau of Labor Statistics' San Francisco-Oakland-San Jose, CA medical care and transportation indices.
3. Any fees, rates or other charges for dispatch services in addition to the annual increases referenced in O.2 above, or additional communications equipment or frequencies shall be mutually agreed upon by Contractor and the individual fire protection district and must be communicated to County.
4. Contractor shall maintain a FTE staff person appropriately certified and qualified to perform and serve as a fire dispatch quality improvement coordinator to enhance Lifecom's provision of fire dispatch services.

### **4.3. Communications Equipment**

- A. Contractor shall provide and maintain in good operating condition, communication equipment, necessary to conduct operations and fulfill its duties under this Agreement. Such communications equipment shall be compatible Federal, State, and County requirements.
- B. All communication equipment shall be consistent with County requirements as determined by County's sole discretion. Contractor shall obtain County approval for new or replacement communications equipment prior to placing such equipment in service. Contractor shall be provided a reasonable time period to implement any new equipment standards required by County.
- C. County has various developed radio sites throughout the County, which are linked via a microwave backbone to the San Joaquin County Sheriff's communication center in French Camp. The County will make radio sites available to the Contractor on a space available basis, at Contractor's cost.

### **4.4 Equipment and Supplies**

- A. **Ambulances** – All ambulances used under the agreement shall be of a Type I, II, or III. Contractor agrees to replace existing vehicles with 25 ambulances procure new during the first two years of this contract. Contractor agrees to remove from service and replace all ambulances and supervisory vehicles exceeding 250,000 miles with newly procured ambulances or vehicles by no later than April 30, 2013. Ambulances shall meet or exceed the current Federal KKK standards at the time of the vehicles' original manufacture, except where such standards conflict with State of California standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of California.

Contractor shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the agreement shall be reported to the Contract Administrator.

Contractor shall maintain and provide a bariatric ambulance that is stationed in San Joaquin County. The bariatric ambulance shall be designed to provide safe, dignified transport of the morbidly obese patient. The bariatric ambulance shall have the capacity to accommodate a patient weighing up to 1500 lbs and shall include an extra wide stretcher, a ramp, and a bed winch. Contractor's personnel shall have specialized training for handling overweight patients.

- B. Ambulance Equipment and Supplies – Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, State, and local requirements for ALS level ambulances, including the requirements of San Joaquin County EMS Agency policies and procedures. Contractor shall be responsible for stocking all expendable supplies including medications.

Each ambulance shall be equipped with the following equipment:

1. A cardiac monitor/defibrillator capable of 12-lead transmission. This equipment shall be able to perform 12-lead ECG monitoring, biphasic defibrillation, external cardiac pacing, cardioversion, non-invasive blood pressure monitoring, end-tidal CO2 monitoring (capnography), and pulse oximetry. Contractor may request the County's permission to provide for these functions using one or more devices.
2. A Stryker Power-PRO powered gurney (or newer model) to reduce caregiver exposure to musculoskeletal injuries associated with lifting and lowering of the gurney.
3. A Stryker Stair Chair: to reduce caregiver exposure to musculoskeletal injuries associated with ascending patients down stairs and ramps.

All medical equipment shall be in good repair and safe working order at all times. Contractor shall have sufficient medical equipment and expendable supplies so that there is sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

Contractor shall maintain, within the exclusive operating area, a surplus of all required supplies sufficient to sustain operations for a minimum of five (5) days.

- C. Radio Communications – Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with Contractor's dispatch center and San Joaquin County receiving facilities. Contractor shall ensure that each ambulance utilized in the performance of services under the agreement is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need; and radio communications equipment compatible with communications equipment sufficient to meet or exceed the requirements of County Policies and Procedures.

Contractor shall have access to an internal radio communications system including a portable communications link between Contractor's ambulance crews and its dispatch center. Contractor shall ensure that each ambulance utilized in the performance of services under the agreement is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need; and radio communications equipment sufficient to meet or exceed the requirements of EMS agency policies and procedures.

Contractor shall provide technology that allows crews to immediately mark on-scene time using push button technology connected to the CAD.

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

The San Joaquin County EMS Agency Medical Director shall approve all controlled substance policies and procedures of Contractor.

Any incident of non-compliance with controlled substance policies and procedures shall be reported immediately to the Contract Administrator.

- E. **Vehicle Maintenance Program** – The Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency service.

The Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance shall be immediately removed from service.

The Contractor shall submit a vehicle maintenance program and locations of maintenance services in writing to the County. Records of vehicle maintenance shall be submitted to the County within five (5) business days of request.

Interior and exterior appearance of vehicles shall be excellent. The Contractor shall remove damaged ambulances from service and repair all damage to ambulances in a timely manner

#### **4.5 Disaster Preparedness**

- A. **Disaster Plan** – Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.
- B. **Mutual aid** - To the extent that the Contractor has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the exclusive operating area, the Contractor, with County approval, shall render immediate "automatic aid" and "mutual aid" to those providers of emergency medical services operating within adjacent areas in and out of San Joaquin County

in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.

- C. **Disaster Planning** – The Contractor shall actively participate with the County in disaster planning. The Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the County and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any EMS Agency approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.
- D. **Disaster Response** – If a disaster declaration is made, the County may suspend normal operations and the Contractor shall respond in accordance with the disaster plan. The following provisions may apply, as determined by the Contract Administrator, during and after a disaster:
1. During such periods, the Contractor may be released, at the discretion of the Contract Administrator, from response time performance requirements for all responses, including response time penalties. At the scene of such disasters, Contractor personnel shall perform in accordance with the County disaster plan.
  2. When disaster response has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations and shall keep the Contract Administrator informed of factors that limit Contractor's ability to resume normal operations.
  3. During the course of a disaster, the Contractor shall use its best efforts to maintain emergency service throughout Zones A, B, and C, and shall suspend or ration non-emergency transport work as necessary.
  4. The County shall assist the Contractor in seeking reimbursement for its costs for any disaster relief monies. Such assistance shall be limited to processing claims for reimbursement equal to 100% of the direct cost of the services, or the allowable standby charge provided for herein, whichever is greater. The County shall have no financial responsibility for these costs or charges other than to provide assistance in processing the claim(s) for payment.
- E. At the scene of an MCI, the Contractor's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with the Standardized Emergency Management System (SEMS) in accordance with San Joaquin County EMS policies and procedures.

#### **4.6 System Committee Participation**

The Contractor shall designate appropriate personnel to participate in committees that have a direct impact on emergency medical services for the County.

#### **4.7 Community Education/Prevention**

- A. Contractor shall participate in the EMS system's public education and information program including press relations, explanations regarding rates, regulations and

system operations, increasing public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion.

- B. Contractor will employ a full-time community education coordinator.
- C. Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen cardiopulmonary resuscitation (CPR), disaster preparedness, injury prevention, seat belt and helmet use, infant/child car seats, and injury prevention for elders. Other appropriate activities might include blood pressure screening, speaking to community groups, and programs for school children and adolescents. The Contractor shall work collaboratively with other public safety and EMS related groups such as the American Heart Association, the American Red Cross, and health care organizations to plan and provide public education programs. Contractor will offer child safety seat inspection programs with allied agencies.
- D. As part of the Annual Report, Contractor shall provide County a report outlining all community education activities over the preceding twelve (12) month period.

#### **4.8 EMS Training Programs**

- A. The Contractor shall make a good faith effort to participate in monthly training programs with fire departments and other first responder organizations within San Joaquin County. These may include, but not be limited to, joint training exercises and providing of instructors for training courses, evaluators for EMT and first responder testing, and similar activities.
- B. Contractor shall make a good faith effort to provide field internship opportunities for paramedic students from County approved training programs.

#### **4.9 Other Community Service Programs**

- A. Contractor shall participate in other community service programs, as described in its proposal, such as:
  - 1. Providing free or discounted ambulance standbys at youth sporting events and community events.
  - 2. Providing free or discounted transports for the Safe Surrender Baby Program.
  - 3. Participation in the San Joaquin County Sheriff's Office boat patrol programs.
- B. As part of the Annual Report, Contractor shall provide County a report outlining all community standby activities over the preceding twelve (12) month period.



#### **4.10 First Responder Relationships**

- A. Contractor shall have a mechanism to exchange such items as long spine boards and straps/head blocks, and restock medical supplies used by rural BLS first responder units when the first responder personnel have provided treatment and patient care is assumed by the Contractor's personnel.
- B. Contractor agrees to return rural first response personnel who accompany the ambulance crew during transport, to their regular duty station at the earliest possible time following the transfer of patient care after transport. Alternative transportation, such as a taxi or Supervisor, will be provided when necessary.

#### **4.11 Receiving Facility Relationships**

- A. Contractor will provide interested receiving facilities with access to and training in the MEDS electronic prehospital care report system, allowing for the receipt of the completed patient care record (PCR) which has been transmitted from the field using a secure connection.

## SECTION 5: PERSONNEL

**5.1 Clinical and Staffing Standards** – The County expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations and County EMS policies, procedures and field treatment guidelines. All persons employed by the Contractor in the performance of work under this RFP shall be competent and shall hold appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession. The Contractor shall be held accountable for its employees' licensure, performance and actions.

- A. **Ambulance Staffing** – Contractor shall, at all times, staff each ambulance with at least one person licensed in the State of California and accredited in San Joaquin County as an Emergency Medical Technician-Paramedic (EMT-P) and one EMT-P or a person certified as an EMT-I within the State of California in accordance with requirements in the State of California Health and Safety Code and the State of California Code of Regulations.

Contractor shall issue to all ambulance staff and field interns a photo identification card, approved by County. Contractor shall ensure that all on-duty ambulance personnel, field interns and observers have in their possession a valid Contractor photo identification card.

All patients transported from incidents defined in Section 1.5 shall be attended to by a Contractor paramedic regardless of the level of care (BLS, LALS, or ALS) needed during transport to the hospital or while awaiting transfer of care at the receiving hospital. A County authorized paramedic intern may attend to the patient while under the direct and immediate supervision of the Contractor's paramedic.

- B. **Advanced Scope of Practice** – EMT-Ps accredited by the San Joaquin County EMS Agency shall complete training in advanced scope of practice skills and medications listed in the EMS agency's advanced scope of practice for EMT-P prior to performing these skills on patients in the field setting. Contractor shall be responsible for ensuring that EMT-Ps assigned to ALS ambulances have completed this training and annual refresher courses.
- C. **In-Service Training, Continuing Education and Driver Training** – Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.
1. Contractor shall implement a program, to train EMT personnel to assist EMT-P in the provision of advanced life support patient care.
  2. Contractor shall maintain an on-going driver-training program for ambulance personnel.

3. Contractor shall pay a stipend to employees with bilingual abilities.
4. Contractor shall provide training in diversity awareness, EMS for Children, conflict resolution, patient care documentation, and assaultive behavior management. Patient care documentation education shall be required annually for all ALS personnel.
5. Contractor shall have an on-going leadership training program for all supervisors and program leads.

D. Training reporting and monitoring - Contractor shall provide County with access to its Virtual Solutions manager (internet based tool to monitor employee recertification status and allow personnel to take on-line CE modules).

E. Management and Supervision – Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. Contract shall provide field supervisors 24 hours per day working 12 hour shifts. Contractor shall provide an additional field supervisor 12 hours per day during peak demand times. There shall be one (1) Field Supervisor on duty within the exclusive operating area at all times, with one (1) Field Supervisor dedicated exclusively to Zone B. Field Supervisors shall not be regularly tasked or assigned to perform administrative duties except for filling immediate scheduling needs to due call offs, personnel calling in sick calls, or other immediate staffing issues. Field Supervisors shall serve as a resource for crews and primarily focus on the oversight of field operations, system status management, ambulance availability, multi-casualty incident management, and other operational concerns. Field Supervisors shall be currently licensed as paramedics with current accreditation by the San Joaquin County EMS Agency.

In addition to responding to the needs of the Contractor's personnel, Field Supervisors shall immediately respond to any request by the County or public safety personnel from within Zones A, B, and C and shall be authorized to act on behalf of the Contractor.

F. Orientation of New Personnel – Contractor shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient destination, trauma triage and patient treatment protocols; radio communications with and between the ambulance, base hospital, receiving facilities, and dispatch center; map reading skills, including key landmarks, routes to hospitals and other major receiving facilities; emergency response areas within the County and in surrounding areas; and ambulance equipment utilization and maintenance, in addition to the Contractor's policies and procedures. Contractor shall be responsible for ensuring that this standard is met.

Contractor shall be responsible for providing the pre-accreditation field evaluation phase of the County paramedic accreditation process for its ambulance personnel.

Contractor shall notify Contract Administrator in writing of any changes made to the new employee orientation program and will submit, as part of Contractor's Annual Report, a report listing all new employee orientation activities for the preceding twelve (12) months.

- G. Infrequent-Use Skills Refresher – Contractor shall ensure that paramedic personnel are proficient in the County's ALS scope of practice prior to performing these skills on patients in the field setting. The Contractor shall be responsible for ensuring that EMT-Ps assigned to ALS ambulances comply with EMS Agency Policy on maintenance of skill competency.
- H. Preparation for Multi-Casualty Response – Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities under the San Joaquin County Multi-Casualty Medical Incident (MCI) Plan. Contractor shall ensure that its personnel are trained as follows:
1. Ambulance strike team leader training for field supervisors, alternates, and field training officers,
  2. Hazardous materials first responder awareness training for all field employees,
  3. Hazardous materials first responder operations training for field supervisors, alternative field supervisors, and field training officers,
  4. NIMS 700 and 800 training for all field employees,
  5. Hazardous materials basic awareness weapons of mass destruction program for all field employees,
  6. ICS 100 through 300 for all EMT-Ps,
  7. ICS 100 through 400 and SEMS training for field supervisors, alternates, and field training officers,
  8. ICS 100 and 200 training for all other AMR personnel,

County will provide the current MCI plan to Contractor and will notify Contractor of any changes to such plan.

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

- A. Work schedules and conditions – At least 80% of the personnel who staff ambulances shall be full-time employees. The percentage of full-time employees shall be reported annually and failure to meet this standard shall be a minor breach.

Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. Contractor shall ensure that ambulance personnel working extended shifts, part-time jobs, and/or voluntary or mandatory overtime are not fatigued to an extent that might impair their judgment or motor skills.

Contractor shall establish a fatigue policy, approved by the County, which shall include the prohibition of Contractor's ambulance personnel sleeping on duty while

at post or while participating in the SSM plan unless specifically authorized by EMS Agency Duty Officer.

- B. Compensation/fringe benefits – County expects Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. County encourages Contractor to establish creative programs that result in successful recruitment and retention of personnel. Contractor shall demonstrate, initially and throughout the term of the contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.
- C. New employee recruitment and screening process – The Contractor shall operate a comprehensive program of personnel recruitment and screening designed to attract and select field personnel.
- D. Employee Assistance Program – The nature of work in emergency medical services may produce stress in prehospital care personnel. Contractor shall maintain an employee assistance program (EAP) for its employees.

### **5.3 Safety and Infection Control**

- A. Contractor shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when responding to an emergency medical request.
- B. Contractor shall notify the County within five (5) business days of any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's San Joaquin County operations.
- C. Contractor shall, upon request, furnish documentation satisfactory to County's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- D. The Contractor shall have a County approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.

## SECTION 6: QUALITY/PERFORMANCE

### 6.1 Continuous Quality Improvement Program

- A. Quality improvement program - The Contractor shall establish a comprehensive emergency medical services system quality improvement (QI) program meeting the requirements of California Code of Regulations, Title 22, Chapter 12 (EMS System Quality Improvement) and related guidelines.

The program shall be designed to interface with the County's quality management program, including participation in system related quality improvement activities. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer service practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.

Desirable features for the QI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education.

In addition, Contractor shall:

1. Review its QI program annually for appropriateness to the Contractor's operation and revise as needed;
2. Participate in the San Joaquin County EMS Agency's QI program that may include making available relevant records for program monitoring and evaluation;
3. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the Contractor's medical director and the San Joaquin County EMS Agency medical director or his/her designee;
4. Submit a quarterly report to the County to show compliance with the approved plan and areas for improvement;
5. Provide the County with an annual update on the Contractor's QI program. The update shall include, but not be limited to, a summary of how the Contractor's QI program addressed the program indicators. This update shall

be submitted no later than June 30 for the preceding 12 month period of May 1 through April 30.

- B. **Dispatch quality**: As it relates to its dispatch operation, Contractor's QI program shall meet the standards described in the State of California EMS Authority's Emergency Medical Services Dispatch Program Guidelines. It shall address structural, resource, and/or protocol deficiencies as well as measure compliance to minimum protocol compliance standards as established by the EMD Medical Director through ongoing random case review for each emergency medical dispatcher.
- C. **Written quality improvement plan** – Contractor's written QI plan shall comply with Section 100402, Title 22, California Code of Regulations (EMS System Quality Improvement) and the California EMS System Quality Improvement Guidelines. It shall include indicators which address, but are not limited to, the following:
1. Personnel
  2. Equipment and supplies
  3. Documentation
  4. Clinical care and patient outcome
  5. Skills maintenance/competency
  6. Transportation/facilities
  7. Public education and prevention
  8. Risk management
- D. **Medical Director**: Contractor shall employ a medical director who shall be a board certified emergency physician in the State of California and who shall monitor the day-to-day activities of Contractor's training department, to include continuing education programs and the preceptor program and shall advise Contractor's Operations Director regarding field operations and prehospital medical care. The medical director shall provide medical oversight of the emergency medical dispatch program and provide consultation on issues related to Contractor's Continuous Quality Improvement Program. Contractor's medical director shall cooperate with County's EMS Medical Director who is responsible for the medical control of the San Joaquin County EMS system.
- E. **CES Coordinator**: Contractor shall employ a full-time Clinical and Educational Services Coordinator and a full-time CQI Coordinator to assist the CES Coordinator in planning and directing clinical quality improvement activities designed to ensure continuous delivery of clinical services consistent with established standards. Contractor agrees that the appointment of CES Coordinator requires the continued approval of the EMS Agency. Recommended minimum qualifications for the CES Coordinator shall include:
1. Education – graduation from an accredited four-year college or university with a major in nursing, health, epidemiology, statistics, business or public administration or related field.

2. Experience – Three years experience in EMS administration, prehospital care, emergency department, emergency or trauma services, quality improvement or statistical process control.
3. Substitution – A master's degree in a field of study identified above may substitute for one year of experience.
4. License – Possession of a valid paramedic or registered nurse license from the State of California.

### **6.2 Inquiries and Complaints**

Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

### **6.3 Unusual Occurrences and Complaints**

- A. Contractor shall complete an incident or unusual occurrence report or sentinel event report for personnel involved in an unusual occurrence or sentinel event, in accordance with EMS Agency policies and procedures.
- B. Contractor shall notify the County of potential violations of the California Health and Safety Code, California Code of Regulations Title 22, or San Joaquin County EMS Agency policies, Vehicle Code, Title 13, county policies, procedures and ordinance as specified in EMS Agency Policy.
- C. Contractor shall cooperate fully with the County and/or the State of California EMS Authority in the investigation of an incident or unusual occurrence.

### **6.4 Accreditation**

Contractor shall maintain accreditation by the Commission on the Accreditation of Ambulance Services during the term of this Agreement. Failure to maintain this accreditation will be considered a minor breach.



## **SECTION 7: DATA AND REPORTING**

### **7.1 Data System Hardware and Software**

- A. Contractor will submit required data elements in an electronic format acceptable to the County.
- B. Contractor will provide the EMS Agency with access to and training in the MEDS electronic prehospital care report system, allowing for the receipt of the completed patient care record (PCR) which has been transmitted from the field using a secure connection.
- C. Contractor will upgrade the current MEDS electronic prehospital care report system to the version known as "MEDS 3" before January 1, 2012.

### **7.2 Use and Reporting Responsibilities**

- A. Contractor shall provide computer-aided dispatch data to the County, in an electronic format acceptable to the County, on a monthly basis. Computer-aided dispatch (CAD) data shall include, as a minimum, records for all emergency ambulance requests received at the Contractor's dispatch center. Each computer-aided dispatch record submitted to the County shall, as a minimum, contain the data fields required by San Joaquin County EMS Policies and Procedures.
- B. The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as required by County.

The EMS data system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for each patient (e.g., Patient Care Report (PCR) number), automated dispatch system information for the response, prehospital personnel for the response, patient name, address, insurance type (e.g. private insurance, Medicare, Medi-Cal, Self Pay), patient history and physical findings, treatment rendered, disposition, and emergency department outcome information. The Contractor shall comply with the requirements for the PCR as identified in County policy. The Contractor shall utilize an EMS data system that includes all of the fields required by San Joaquin County EMS Policies and Procedures.

- C. Contractor shall use an EMS data system approved by the County with respect to data structures, code sets (i.e. pick list values), and data export capabilities.
- D. Contractor shall maintain current records related to EMT, EMT-P, and EMD licensing, accreditation, certification, and continuing education.
  - 1. Upon request, Contractor shall provide the County with a list of EMTs currently employed by the Contractor. Information shall include, but not be limited to, name and EMT certification number.

2. Upon request, Contractor shall provide the County with a list of EMT-Ps currently employed by the Contractor. Information shall include, but not be limited to, name and EMT-P license number.
  3. Upon request, Contractor shall provide the County with a list of Emergency Medical Dispatchers currently employed by the Contractor or by any dispatch agency utilized by the Contractor to meet the requirements of this RFP. Information shall include, but not be limited to, name and certification number.
- E. Contractor shall complete, maintain, and provide to County on a monthly basis:
1. Equipment failure reports.
  2. Number of emergency responses and transports.
  3. A complete listing of all service complaints received and their disposition/resolute.
- F. Contractor shall complete, maintain, and provide Continuous Quality Improvement Reports to County on a quarterly or monthly basis as specified by the Agency.
- G. Contractor shall complete, maintain, and upon request, make available to the County within five (5) business days of request, copies of:
1. Subject to employee privacy rights, personnel records (including current licensure and certification).
  2. Equipment and vehicle maintenance reports.
  3. Patient billing and account documentation.

### **7.3 Audits and Inspections**

- A. Contractor shall retain and make available for inspection by the County during the term of the agreement and for at least a three-year period from expiration of the agreement all documents and records required and described herein.
- B. At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives, including EMS Agency representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for County examination and audit, all contracts (including union contracts), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by the contract.
- C. County representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.

- D. The County's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.
- E. Annual Financial Review – Contractor shall submit a Year-end Financial Report to the Contract Administrator. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the Contract Administrator on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Joaquin County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Joaquin County contract services available to the County at County's request.

Contractor agrees that all revenue generated using personnel or equipment expensed as described in this Agreement, as well as the subsidy paid by any government entity within San Joaquin County will be credited to San Joaquin County revenues.

- F. If deemed necessary, County may initiate an independent financial audit of Contractor's San Joaquin County operation. Contractor shall reimburse County for fees charged to the County by the independent financial auditor, not to exceed \$30,000.

#### **7.4 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191**

- A. Patient's privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy. Employees shall not disclose patient medical information to any person not providing medical care to the patient.
- B. During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information (Protected Health Information "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated there under by the U.S. Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of PHI consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the

date on which such compliance is required. Contractor shall require subcontractors to abide by the requirements of this section.

For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

## **SECTION 8: SUBCONTRACTS**

### **8.1 Relationships and Accountability**

Should the Contractor utilize one or more Subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from County, and provide assurance to the County that each of the Subcontractor(s) is professionally prepared for and understands its role within the system.

- A. The Contractor shall provide clear evidence that the scope of service designed for the Subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
- B. If the subcontract(s) and associated scope of service is approved, the Contractor shall be accountable for the performance of the Subcontractor(s).
- C. The inability or failure of any Subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
- D. The Contractor shall designate a management liaison to work with the San Joaquin County EMS Agency in monitoring compliance of Subcontractors with contractual and system standards.

### **8.2 General Subcontracting Provisions**

All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to County.

- A. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
- B. Nothing in the Agreement, or in any Subcontract, shall preclude the County from monitoring the EMS activity of any Subcontractor.

- C. There shall be a section in each subcontract requiring prior approval from the County before any subcontract may be modified.
- D. The Contractor shall assure that the Subcontractors cooperate fully with the County.
- E. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

### **8.3 Performance Criteria**

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

- A. The Contractor shall pay penalties for late response times according to the terms of this Agreement as described in Exhibit F.
- B. Subcontracts shall provide that paramedic and EMT first responders shall work cooperatively and supportively in the provision of care by the Contractor on-scene, and shall if requested by Contractor personnel, assist in providing care enroute to the receiving facility.

## **SECTION 9: ADMINISTRATIVE REQUIREMENTS**

### **9.1 Performance Security**

- A. Contractor shall maintain throughout the term of the contract, performance security in the form of an irrevocable letter of credit. The amount of the security will be in the amount of one-million dollars (\$1,000,000).
- B. The irrevocable letter of credit shall be issued by a bank or other institution acceptable to the County in a form acceptable to the County. The issuer shall recognize and accept the contract requirement for immediate payment of funds to the County upon determination by the County that the Contractor is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.
- C. The irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such letter of credit shall not be canceled for any reason except upon thirty (30) calendar days written notice to the County of the intention to cancel said letter of credit. The Contractor shall, not later than twenty (20) days following the commencement of the thirty (30) 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, the Contractor shall provide replacement security acceptable to the County within twenty (20) days of such occurrence.

In addition, if the County determines that a major breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health and safety are endangered, and after the Contractor has been given notice and reasonable opportunity to correct such deficiency, the Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/ replacement which shall be effected within seventy-two (72) hours after finding by County of major breach, in accordance with Section 11.2.

## **9.2 Insurance**

Contractor, at its sole cost and expense, shall obtain, maintain, and comply with all County insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to County Counsel and County Risk Management and shall be primary coverage as respects County.

### **A. Types of Insurance and Minimum Limits**

1. **General Liability** - Contractor shall obtain and keep in force during the term of the contract general liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self insurance program, insuring the owner against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of California, or the United States. Said comprehensive or commercial general liability shall be in the sum of not less than \$2 million for combined single limit bodily injury and property damage with a \$6 million umbrella policy, including coverage for (a) bodily injury, (b) personal injury (c) broad form property damage, (d) contractual liability and (e) cross-liability.
2. **Professional Liability** - Contractor shall obtain and keep in force during the term of the contract professional liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self insurance program, insuring the owner against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of California, or the United States. Said professional liability insurance shall be in the sum of not less than \$10 million primary coverage.
3. **Automobile Insurance** - Contractor shall obtain and keep in force during the term of the contract comprehensive automobile liability insurance for each of the Contractor's vehicles used in the performance of its contract, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles issued by an insurance company authorized to do business in the State of California or a statutorily permissible self insurance program, insuring the owner

against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of California, or the United States. Said comprehensive automobile liability policy shall be in the sum of not less than \$5 million for combined single limit bodily injury and property damage.

4. Worker's Compensation Insurance - All employees of the Contractor must be covered by Worker's Compensation Insurance Policy, in the minimum statutorily required coverage amounts.

**B. Other Insurance Provisions**

1. Additional Insured - Contractor shall maintain insurance policies for the above outlined requirements, which contain endorsements naming the County as additional insured for general liability, professional liability, and auto liability.
2. Hold Harmless - Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees from all claims, demands or liability arising out of or encountered in connection with this agreement or performance under it, whether such claims, demands, or liability are caused by provider, provider's agent or employees, excepting only such injury or harm as may be caused by County's fault or negligence. Such indemnification shall extend to claims, demands, or liability for injuries occurring after performance under the contract requiring a 30-day notice to be given to County prior to cancellation, modification or reduction in limits.
3. Evidence of Insurance - Prior to the starting date of the agreement and during the term of the contract, a Certificate of Insurance indicating compliance with all insurance requirements shall be filed with the County.

**9.3 Business Office, Billing and Collection System**

- A. Local Office – Contractor shall maintain a local business office within San Joaquin County for billing assistance and other customer inquiries.
- B. Telephone access – Contractor shall provide a toll-free telephone number that allows patients to speak to a customer service representative at Contractor's regional billing office.
- C. Billing and collections system – Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims.

## **SECTION 10: FISCAL REQUIREMENTS**

### **10.1 General Provisions**

- A. As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- B. All reports provided by Contractor shall be in accordance with Generally Accepted Accounting Principles and be based on an accrual system.
- C. Fiscal year for reporting purposes of this agreement will be the Contractor's fiscal year.
- D. Contractor shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of five (5) years from the end of the reporting period to which they pertain. Contractor will provide County or its designee access to all records for analytical purposes.

### **10.2 Billing and Collections**

- A. Rates – Approved rates beginning May 1, 2011 are located in Exhibit G. Contractor agrees to bill all transports and medical care without discount of these rates except as provided herein.

Rate Adjustment – On May 1, 2012 and annually thereafter, Contractor may increase its rates by a maximum of 7.25%. These new rates shall take affect no sooner than thirty (30) days after notification to the Contract Administrator of the new rates and Contractor's submission of compiled year end financial statements for San Joaquin County ambulance operations and Lifecom dispatch. .

- B. Contractor may request, and County at its sole discretion may approve, an increase in patient charges to mitigate unforeseen financial impacts of events that are beyond Contractor's control (e.g., statutory changes, significant decrease in Medicare payments).
- C. Medicare and Medi-Cal – Contractor shall accept Medicare and Medi-Cal assignment.
- D. Medical Assistance Program and Correctional Health Services – Contractor shall accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the County's Medical Assistance Program (MAP) and for all inmates and jail detainees for whom the County is financially responsible.
- E. Compassionate Care Policy – Contractor shall establish and maintain a compassionate care policy to remove the financial burden of ambulance transport for qualified patients, as approved by the Contract Administrator.



### **10.3 Reporting Responsibilities**

During the Service Period, Contractor shall provide the documents and reports as shown in Exhibit H.

### **10.4 Penalties, Fees**

- A. Contractor shall be liable for the penalties and fines show in Exhibit F.
- B. Payment Methodology – County will make final penalty determinations and invoice the Contractor. Contractor shall pay the County monthly for any penalties upon receipt and acceptance by the County of performance reports with penalties identified for the previous calendar month.
- C. Penalty Disputes – If the Contractor disputes the County’s response time calculation, or the imposition of any other penalties, the Contractor may appeal to the EMS Agency in writing within ten (10) business days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The Ambulance Contract Advisory Group (ACAG) shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor and Health Care Services Director within thirty (30) business days of receipt of such requests and advise of the determination of such review. The decision of the Health Care Services Director regarding such matters shall be final.
- D. Use of Penalty Monies – Penalty monies shall be expended in a manner that benefits the EMS system as determined by the sole discretion of the County. The Contract Administrator may seek recommendations from Contractor and other EMS system participants or committees.

## **SECTION 11: GENERAL CONTRACT REQUIREMENTS**

### **Section 11.1: Termination for Cause**

Either party may terminate this agreement at any time for cause or for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.

“Major breach” shall include, but not be limited to:

- A. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables County and Contractor to remain in substantial compliance with the requirements of federal, State, and local laws, rules and regulations;
- B. Willful falsification of information supplied by Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to this contract;
- C. Chronic or persistent failure of Contractor’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by Contractor;
- D. Failure to comply with these response time performance requirements for three consecutive calendar months, or for any four months in a calendar year, shall be a major breach of this contract;
- E. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein or offered by Contractor in its response to County’s RFP, and accepted by County;
- F. Failure to participate in the established Continuous Quality Improvement program of the San Joaquin County EMS Agency, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
- G. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor’s submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by County as provided for herein;
- H. Chronic or persistent failure to comply with conditions stipulated by County to correct any minor breach conditions;
- I. Failure of Contractor to cooperate and assist County in the investigation or correction of any minor or major breach of the terms of this contract;
- J. Failure by Contractor to cooperate with and assist County in its takeover or replacement of Contractor’s operations after a major breach has been declared by County, as provided for herein, even if it is later determined that such default

never occurred or that the cause of such default was beyond Contractor's reasonable control;

- K. Failure to assist in the orderly transition, or scaling down of services upon the end of the exclusive operating area (EOA) agreement if a subsequent EOA agreement with Contractor is not awarded;
- L. Failure to comply with required payment of fines or penalties within thirty (30) days written notice of the imposition of such fine or penalty;
- M. Failure to maintain in force throughout the term of this contract, including any extensions thereof, the insurance coverage required herein;
- N. Failure to maintain in force throughout the term of this contract, including any extensions thereof, the performance security requirements as specified herein;
- O. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;
- P. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the San Joaquin County EMS Agency or other oversight agency;
- Q. Any other willful acts or omissions of Contractor that endanger the public health and safety; and
- R. Failure to timely prepare and submit the required annual audit.

### **11.2 Declaration of Major Breach and Takeover/Replacement Service**

If the San Joaquin County Board of Supervisors determines that a major breach has occurred, and if the nature of the breach is, in the Board's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/replacement which shall be effected within seventy-two (72) hours after finding of major breach by the Board of Supervisors.

Contractor shall provide the ambulances and crew stations in San Joaquin County to County, in mitigation of any damages to County, resulting from Contractor's breach or failure to perform. However, during County's takeover of the ambulances and equipment, County and Contractor will be considered lessee and lessor, respectively.

### **11.3 Dispute After Takeover/Replacement**

Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by County. Neither shall such dispute by Contractor delay County's access to Contractor's performance security.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with,

and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to County, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recovery should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with County to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this ordinance, even if it is later determined that the original declaration of major breach was made in error.

#### **11.4 Breach Not Dangerous To Public Health and Safety**

If County declares Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, Contractor may dispute County's claim of major breach prior to takeover/replacement of Contractor's operations by County.

#### **11.5 Liquidated Damages**

The unique nature of the services that are the subject of this agreement requires that, in the event of major default of a type that endangers the public health and safety, County must restore services immediately, and Contractor must cooperate fully to affect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of Contractor's operations by County, it would be difficult or impossible to distinguish the cost to County of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to County during an interim period, and the cost of recruiting a replacement for Contractor from the normal cost to County that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or County's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this contract. The minimum amount of these additional costs to County (e.g., costs in excess of those that would have been incurred by County if the default had not occurred) could be not less than \$250,000 to \$500,000 even assuming County's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach and takeover/replacement by County of Contractor's services, Contractor shall pay County liquidated damages in the amount of one-million dollars (\$1,000,000).

#### **11.6 County Responsibilities**

In the event of termination, County shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.

### **11.7 "Lame Duck" Provisions**

If Contractor fails to win the bid in a subsequent bid cycle, County shall depend upon Contractor to continue provision of all services required under this agreement until the winning contractor takes over operations. Under these circumstances, Contractor would, for a period of several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of this agreement throughout any such "lame duck" period, the following provisions shall apply:

- A. Throughout such "lame duck" period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to the subsequent winning contractor;
- B. Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of this contract; and
- C. Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and County shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by County.

### **11.8 Indemnification for Damages, Taxes and Contributions**

Contractor shall exonerate, indemnify, defend, and hold harmless County from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractor's performance under the terms of this contract, excepting any liability arising out of the sole negligence of County. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons.
- B. Any and all federal, State and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this agreement (including, without limitation, unemployment insurance, and social security and payroll tax withholding).

### **11.9 Equal Employment Opportunity**

During and in relation to the performance of this contract, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age, veteran status, or any other non-merit factor unrelated to job duties.

In the event of Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders Contractor may be declared ineligible for further agreements with County.

Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under this agreement by a subcontractor compensated more than \$50,000 and employing more than 15 employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### **11.10 Independent Contractor Status**

Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein

### **11.11 Non-assignment and Non-delegation**

Contractor shall not assign or delegate this agreement without the prior written consent of County.

### **11.12 Monitoring Costs**

County will incur costs associated with oversight of Contactor's operational and clinical performance under this Agreement. Contractor shall pay the County the actual costs incurred by the County in providing such oversight or the following fees, whichever is less:

Year 1 \$260,000

Year 2 \$350,000

Year 3 \$425,000

Year 4 \$450,000

Year 5 \$475,000

One quarter of the annual fee shall be due on July 1, October 1, January 1, and April 1 of each year of this contract.

### **11.13 Entire Agreement**

This agreement and the exhibits attached hereto constitute the entire agreement between County and Contractor and supersede all prior discussions and negotiations, whether oral or written. Any amendment to this agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

### **11.14 Binding on Successors**

This agreement ensures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors and assigns.

### **11.15 Captions**

The captions heading the various sections of this agreement are for the convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine or neuter gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

### **11.16 Controlling Law**

This agreement shall be interpreted under California law and according to its fair meaning and not in favor of or against any party.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

Attest: Lois M. Sahyoun  
Clerk of the Board of Supervisors of the  
County of San Joaquin State of California

COUNTY OF SAN JOAQUIN, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
Frank L. Ruhstaller  
Chairman, Board of Supervisors  
San Joaquin County, State of  
California

AMERICAN MEDICAL RESPONSE -  
WEST

By: \_\_\_\_\_  
Thomas Wagner, CEO  
AMR West Region

APPROVED

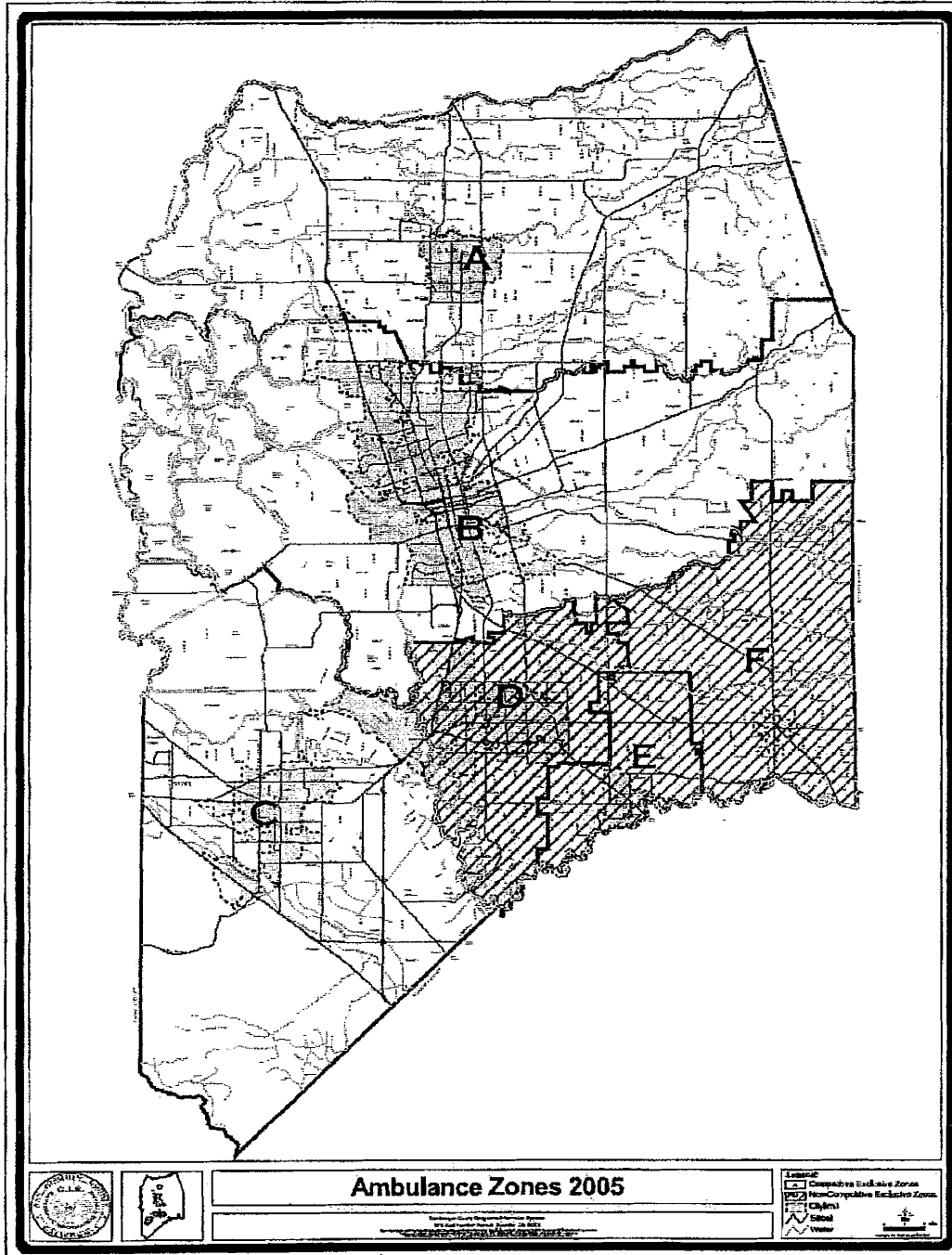
By: \_\_\_\_\_  
Kenneth B. Cohen, Director  
Health Care Services

APPROVED AS TO FORM:  
DAVID E. WOOTEN  
County Counsel

By: \_\_\_\_\_  
J. Mark Myles  
Assistant County Counsel



**SECTION 12: EXHIBITS**  
**Exhibit A: EOA Zone Map**



## **Exhibit B: San Joaquin ambulance zones legal description**

### **DESCRIPTION AMBULANCE ZONES San Joaquin County, California**

#### **ZONE A**

Beginning at the East San Joaquin County Line and the North edge of State Highway 26 and proceeding North along the East San Joaquin County Line to the North San Joaquin County Line. West and Southwest along the North and Northwest San Joaquin County Line to the Deep Water Channel at Potato Slough. East along Potato Slough and White Slough at the North edge of Venice Island, Empire Tract and King Island, then along the South edge of Shin Kee Tract on White Slough and East to the South boundary of White Slough Treatment Plant and along that boundary to the West property line of Interstate 5, North along the West boundary of Interstate 5 to the center of the White Slough Overpass, across Interstate 5 to the East property line of Interstate 5, South on the East property line of Interstate 5 to the prolongation of Armstrong Road. East along the prolongation of Armstrong Road and the South edge of Armstrong Road (all property along Armstrong Road with access to Armstrong Road is considered in Zone A) to the Western Pacific Railroad. South on the Western Pacific Railroad to the South edge of 8 Mile Road, East on the South edge of 8 Mile Road (all property with access to 8 Mile Road is considered in Zone A) to the Southern Pacific Railroad. South along the Southern Pacific Railroad to the North edge of Morada Lane. East along the North edge of Morada Lane (does not include property with access to Morada Lane) and the prolongation of Morada Lane to the Calaveras River. Northeast along the Calaveras River to the South edge of 8 Mile Road, East along the South edge of 8 Mile Road (includes all property with access to 8 Mile Road) to Messick Road. Across the Calaveras River at Messick Road, East along the North edge of the Calaveras River to Bellota, East along the North edge of State Highway 26 (does not include any property with access to State Highway 26) to the East San Joaquin County Line.

#### **ZONE B**

Starting at the East San Joaquin County Line and the prolongation of Copperopolis Road and following the East San Joaquin County line North to the North edge of State Highway 26, West along the North edge of State Highway 26 (all property with access to State Highway 26 is included in Zone B) to Bellota and West along the North edge of the Calaveras River (property North of the Calaveras River with access to Hwy. 26 is considered in this zone) to Clements Road, North on the East side of Clements road to Messick Road, West on Messick Road to Eight Mile Road and West along the South edge of Eight Mile Road (property along the South edge of Eight Mile Road with access to Eight Mile Road is considered not in this zone) to the Calaveras River. Southwest along the Calaveras River to the prolongation of Morada Lane. West along the prolongation of Morada Lane and West along the North edge of Morada Lane (all

property with access to Morada Lane is considered in Zone B) to the Union Pacific Railroad. North along the Union Pacific Tracks to the South edge of Eight Mile Road, West along the South edge of Eight Mile Road (does not include property with access to Eight Mile Road) to the Union Pacific Railroad and North along the Union Pacific Railroad to the South edge of Armstrong Road. Along the South side of Armstrong Road (does not include property with access to Armstrong Road) and the prolongation of Armstrong Road to the East property line of Interstate 5, North along the East property line of Interstate 5 to the middle of the overpass at White Slough. West across Interstate 5 to the West property line of Interstate 5, South along the West property line of Interstate 5 to the South edge of the White Slough Treatment Plant. West along the South edge of the White Slough Treatment Plant and prolongation of that line to the South edge of the Shin Kee Tract. Along the South edge of the Shin Kee Tract by way of White Slough to the North edge of King Island. Along White Slough and Potato Slough at the North edge of King Island, Empire Tract, and Venice Island to the West San Joaquin County Line. South on the West San Joaquin County Line to the North edge of State Highway 4 and East on the North edge of State Highway 4 (all property with access to State Highway 4 is not considered in this zone) to the East edge of Tracy Blvd. and South on the East edge of Tracy Blvd. (all property with access to Tracy Blvd. is not considered in this zone.) to Middle River, Southeast on Middle River to Old River and East on Old River to the San Joaquin River, North on the San Joaquin River to a point approximately half way between the prolongation of Manila Road and the prolongation of Briggs Road. East at that point between Manila Road and Briggs Road across Interstate 5 at the North edge of Roth Road and East on the North edge of Roth Road (all property with access Roth Road is not considered in this zone) and the prolongation of Roth Road to the West edge of Union Road, North along the West edge of Union Road (all property with access to Union Road is not in this Zone) and the prolongation of Union Road to the junction of Tidewater Southern Railroad and Little John Creek. East on Little John Creek to the West edge of Kaiser Road, South along the West edge of Kaiser Road to the end, across the South end of Kaiser Road and North along the East edge of Kaiser Road to Little John Creek, (all property with access to Kaiser Road is considered in Zone B) East along Little John Creek to the prolongation of Hewitt Road, North along the prolongation of Hewitt Road and the East edge of Hewitt Road (all property with access to Hewitt Road is considered in Zone B) to the South edge of Copperopolis Road and East along the South edge of Copperopolis Road (all property with access to Copperopolis Road is considered in Zone B) and the prolongation of Copperopolis Road to the East San Joaquin County Line.

### ZONE C

Beginning at the junction of the San Joaquin–Stanislaus Rivers and the San Joaquin County Line and proceeding North on the San Joaquin River to the junction of the San Joaquin River and Old River. West on Old River and Middle River to the East edge of Tracy Blvd., North on the East edge of Tracy Blvd. (all property on Tracy Blvd. with access to Tracy Blvd. is considered in Zone C) to the North edge of State Highway 4, West on the North edge of State Highway 4 (all property with access to State Highway 4

is considered in Zone C) to the San Joaquin–Contra Costa County Line. South on the Contra Costa–San Joaquin County Line, along the Alameda–San Joaquin County Line to the South and East to the San Joaquin–Stanislaus County Line, Northeast along the San Joaquin County Line to the beginning at the junction of the San Joaquin–Stanislaus Rivers and the San Joaquin County Line.

**Exhibit C: San Joaquin response time compliance areas**

<b>Zone A (Greater Lodi area)</b>	
A-1	The City of Lodi, and the unincorporated areas surrounded by the city.
A-2	Beginning at the junction of the North San Joaquin County Line and the Central California Traction Railroad (CCTRR), proceeding South along the CCTRR to the Northern Lodi City limit; Proceeding along the Lodi City limits generally West, South, and East to the junction with the CCTRR and proceeding South on the CCTRR to the Southern border of San Joaquin County Ambulance Zone A; Proceeding West along the Southern border of San Joaquin County Ambulance Zone A to the Western San Joaquin County Line; Proceeding along the San Joaquin County Line North then East to the junction of the North San Joaquin County Line and the CCTRR.
A-3	Beginning at the junction of the North San Joaquin County Line and the Central California Traction Railroad (CCTRR), proceeding South along the CCTRR to the North Lodi City limit; Proceeding along the Lodi City limits generally East, South, and West to the junction with the CCTRR and proceed South on the CCTRR to the Southern border of San Joaquin County Ambulance Zone A; Proceeding East along the Southern border of San Joaquin County Ambulance Zone A to the Eastern San Joaquin County Line; proceeding along the San Joaquin County Line North then West to the junction of the North San Joaquin County Line and the CCTRR.
<b>Zone B (Greater Stockton area)</b>	
B-1	<p>Beginning at the Northwest corner of Compliance District B-1, at the intersection of Eight Mile Road and Rio Blanco Road; Proceeding East on Eight Mile Road to the Northern border of Ambulance Zone B; Proceeding East to State Highway 99.</p> <p>Proceeding South on State Highway 99 to the North bank of the Calaveras River.</p> <p>Proceeding East along the Calaveras River to the East bank of the San Joaquin River.</p> <p>Proceeding Northwest along the East bank of the San Joaquin River to Elmwood Tract; Proceeding North on the Eastern Borders of Elmwood and Wright Tracts to the Southern Border of Shima Tract; Proceeding along the Southern and Western border of Shima Tract to the North bank of Disappointment Slough; Proceeding West on Disappointment Slough to the junction of Rio Blanco Road and Disappointment Slough; Proceeding North on Rio Blanco Road to Eight Mile Road.</p>

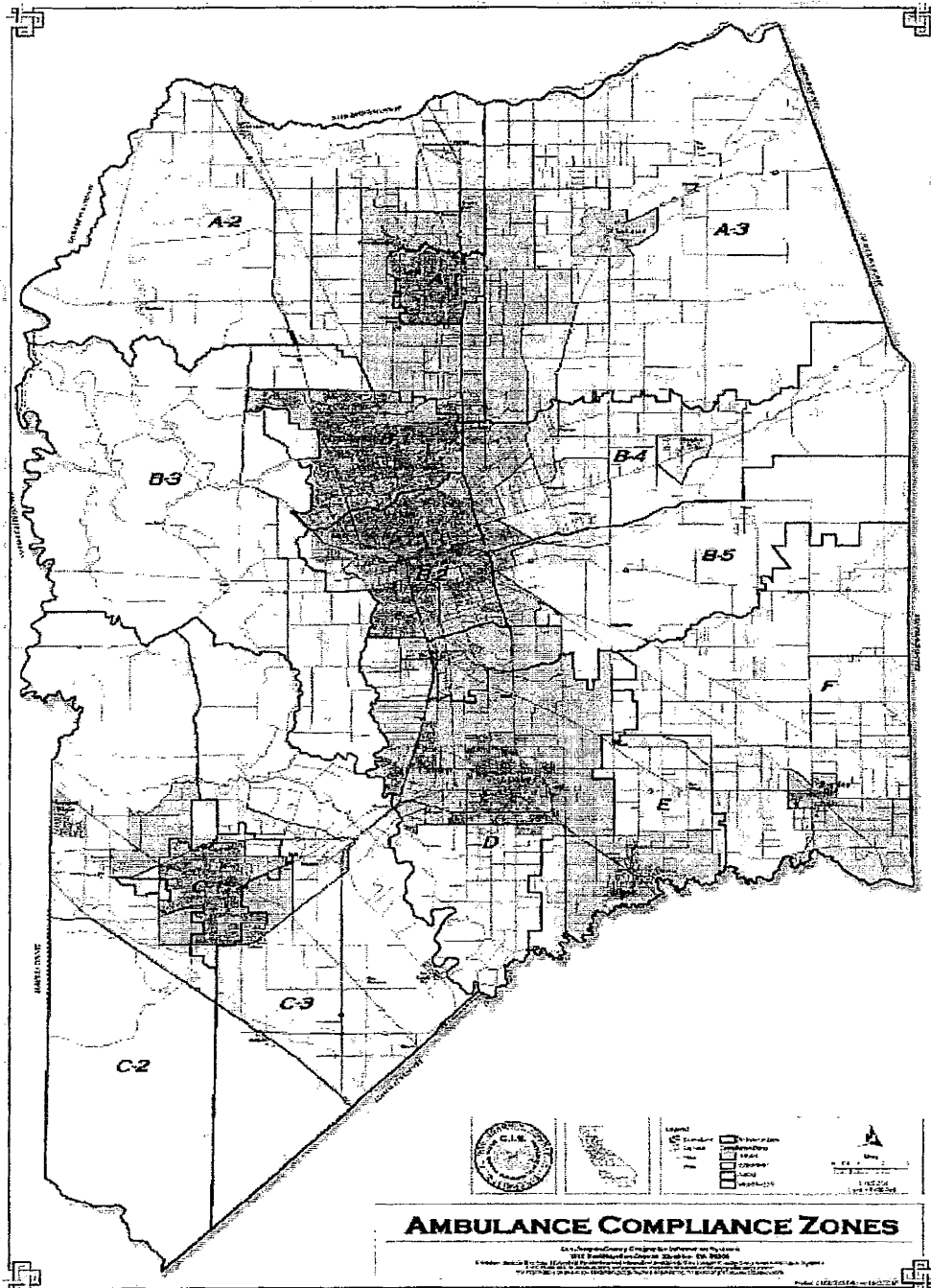
B-2	<p>Beginning at the Northwest corner of Compliance District B-2, at the confluence on the San Joaquin River and the Calaveras River; Proceeding along the Southern bank of the Calaveras River to State Highway 99.</p> <p>Proceeding South on State Highway 99 to Arch-Airport Road.</p> <p>Proceeding West on Arch Airport Road to Sperry Road; Proceeding West on Sperry Road and a prolongation of Sperry Road to French Camp Road (including property with access off of French Camp Road from the prolongation of Sperry Road to Interstate 5); Proceeding Northwest on French Camp Road to the East bank of the San Joaquin River.</p> <p>Proceeding North along East bank of the San Joaquin River to Charter Way (State Highway 4); Proceeding West on Charter Way (State Highway 4) to Draggett Road; Proceeding North on Draggett Road to the San Joaquin River; Proceeding West, North, and the East to the San Joaquin River; Proceeding Southeast on the San Joaquin River the to confluence on the San Joaquin River and the Calaveras River.</p>
B-3	<p>Beginning at the junction of the West San Joaquin County Line and the Northern border of Ambulance Zone B, proceeding East then South to Eight Mile Road.</p> <p>Proceeding West on Eight Mile Road to Rio Blanco Road.</p> <p>Proceeding South on Rio Blanco Road to the North bank of Disappointment Slough; Proceeding East along the North bank of Disappointment Slough to Shima Tract; Proceeding East along the Northern border of Shima Tract to and South along the Eastern Border of Shima Tract to Fourteen Mile Slough; Proceeding West along Fourteen Mile Slough to the Northeastern border of Wright Tract; Proceeding South along the Eastern border of Wright Tract and Elmwood to the San Joaquin River.</p> <p>Proceeding along the San Joaquin River South to the Southern border of San Joaquin County Ambulance Zone B.</p> <p>Proceeding West along the Southern border of San Joaquin County Ambulance Zone B to the West San Joaquin County Line.</p> <p>Proceeding North along the San Joaquin County Line to the junction of the West San Joaquin County Line and the Northern border of San Joaquin County Ambulance Zone B.</p>
B-4	<p>Beginning at the Northwest corner of Compliance District B-4, at the junction of the Northern border of Zone B and State Highway 99; Proceeding East along the Northern border of Ambulance Zone B to the East San Joaquin County Line.</p> <p>Proceeding South along the East San Joaquin County Line to the prolongation of Flood Road.</p>

	<p>Proceeding West along the prolongation of Flood Road and Flood Road to Fine Road; Proceeding South on Fine Road to Milton Road; Proceeding West on Milton Road to Copperopolis Road; Proceeding West on Copperopolis Road (E. Main Street) to State Highway 99.</p> <p>Proceeding North on State Highway 99 to Northern border of Compliance District B-4.</p>
B-5	<p>Beginning at the Northwest corner of Compliance District B-4, at the junction of the East San Joaquin County Line and the prolongation of Flood Road; Proceeding West along the prolongation of Flood Road and Flood Road to Fine Road; Proceeding South on Fine Road to Milton Road; Proceeding West on Milton Road to Copperopolis Road; Proceeding West on Copperopolis Road (E. Main Street) to State Highway 99.</p> <p>Proceeding South on State Highway 99 to Arch-Airport Road.</p> <p>Proceeding West on Arch Airport Road to Sperry Road; Proceeding West on Sperry Road and a prolongation of Sperry Road to French Camp Road (property with access off of French Camp Road from the prolongation of Sperry Road to Interstate 5 to be considered to be in compliance district B-2); Proceeding Northwest on French Camp Road to the East bank of the San Joaquin River.</p> <p>Proceeding South along the San Joaquin River to the Southern border of San Joaquin County Ambulance Zone B.</p> <p>Proceeding East along the Southern border of San Joaquin County Ambulance Zone B to the Eastern San Joaquin County Line.</p> <p>Proceeding North on the Eastern San Joaquin County Line to the prolongation of Flood Road.</p>
<b>Zone C (Greater Tracy area)</b>	
C-1	<p>Beginning at the North Border of Compliance District C-1, at the junction of the Tracy City limit and Tracy Boulevard; Proceeding West and South along the Tracy City limits to the Northern property line of Tract Municipal Airport.</p> <p>Proceeding Southeast along the Northern property line of Tract Municipal Airport to the Junction Tracy Boulevard and the Tracy City limits.</p> <p>Proceeding North and East along the Tracy City limits to the North Border of Compliance District C-1, at the junction of the Tracy City limit and Tracy Boulevard.</p>

C-2	<p>Beginning at the Northwestern corner of Compliance District C-2, at the junction of the Western San Joaquin County line and the Northern border of San Joaquin County Ambulance Zone C; Proceeding East along the Northern border of San Joaquin County Ambulance Zone C to Tracy Boulevard.</p> <p>Proceeding South on Tracy Boulevard to the Tracy City limit.</p> <p>Proceeding West and South along the Tracy City limits to the Northern property line of Tract Municipal Airport.</p> <p>Proceeding Southeast along the Northern property line of Tract Municipal Airport to the Junction Tracy Boulevard and the Tracy City limits.</p> <p>Proceeding South on Tracy Boulevard and the prolongation of Tracy Boulevard to the Southern San Joaquin County Line. Follow the San Joaquin County line Southwest, Northwest, and North to the Northern border of San Joaquin County Ambulance Zone C.</p>
C-3	<p>Beginning at the Northwestern corner of Compliance District C-3, at the junction of Northern border of San Joaquin County Ambulance Zone C and Tracy Boulevard; Proceeding South on Tracy Boulevard to the Tracy City limit.</p> <p>Proceeding East, South, and West along the Tracy City limits to the junction of Tracy Boulevard.</p> <p>Proceeding South on Tracy Boulevard and the prolongation of Tracy Boulevard to the Southern San Joaquin County Line.</p> <p>Proceeding Northeast along the San Joaquin County line, to the Eastern border of San Joaquin County Ambulance Zone C.</p> <p>Proceeding North along the Eastern border of Ambulance Zone C to the Northern border of Ambulance Zone C.</p> <p>Proceeding East along the Northern border of Ambulance Zone C to Tracy Boulevard.</p>



**Exhibit D: San Joaquin population density/response time zone map**



## **Exhibit E: San Joaquin ambulance zone population density narrative**

### **Zone A Urban Density (Lodi and Surrounding):**

Beginning at the northwest corner of the Urban area of Ambulance Zone A, at the intersection of Peltier Road and Davis Road proceed east to a point just west of the Mokelumne River; proceed south along a line west of the of the Mokelumne River to a point equal with Rode Way; proceed east to the intersection of Rode Way and May Road; proceed south on May Road to the Acampo Rd; proceed east on Acampo Road to State Highway 99; proceed north on State Highway 99 to Peltier Road; proceed east on Peltier Road to Bruella Road; proceed south on Bruella Road to Highway 12; proceed east along Highway 12 to Tretheway; proceed south on Tretheway to East Kettleman Lane; proceed east along East Kettleman Lane to Highway 88; proceed southwest along Highway 88 to East Harney Lane; proceed west along East Harney Lane to Alpine Road; proceed south along Alpine Road to the southern border of San Joaquin County Ambulance Zone A; proceed west along the southern border of San Joaquin County Ambulance Zone A to the Union Pacific Railroad tracks; proceed northwest along the Union Pacific Railroad tracks to Davis; proceed north along Davis to the intersection of Davis and Peltier Road.

### **Zone A Urban Density (Lockeford and Surrounding)**

Beginning at a point of the Mokelumne River that intersects with an imaginary line drawn extending northward from Tretheway and proceed northeast along the Mokelumne River to a point east of Lockeford that intersects with an imaginary line that extends north from North Oak Knoll Avenue; proceed south along this imaginary line to Highway 12; proceed northeast on Highway 12 to Disch Road; proceed south on Disch Road to a point parallel with an imaginary line that extends east from East Woodbridge Road (south of Bear Creek); proceed in a southwest line generally parallel to and south of Bear Creek to Tully Road; proceed southeast on Tully Road to Brandt Road; proceed west on Brandt Road to Tretheway Road; proceed north on Tretheway Road to the intersection of an imaginary line extending north from Tretheway Road to the Mokelumne River.

### **Zone A Suburban Density (North):**

Beginning at the northwest corner of the North Suburban area of Ambulance Zone A, at Peltier Road just west of the Mokelumne River at a point that intersects an imaginary line that extends south from the westernmost section of West Taddei Road; proceed east on Peltier Road to Sacramento Road; proceed north along Sacramento Road to

the intersection of Sacramento Road and Collier Road; proceed east on Collier Road to the intersection of Collier Road and Bruella Road; proceed south on Bruella Road to the intersection of Bruella Road and Peltier Road; proceed west on Peltier Road to the intersection of Peltier Road and Interstate 99; proceed south on Interstate 99 and to the intersection of Interstate 99 and Acampo Road; proceed west on Acampo Road to the intersection of Acampo Road and May Road; proceed north on May Road to the intersection of May Road and Rode Way; proceed west on Road Way to a point that intersects with an imaginary line that extends south from the westernmost section of W. Taddei Road; proceed north along the imaginary line to intersect with Peltier Road.

**Zone A Suburban Density (West):**

Beginning on the northwest corner at the intersection of De Vries Road and Peltier Road and proceed east along Peltier Road to the intersection of Peltier Road and Davis Road; proceed south on Davis Road to the intersection of Davis Road and the Union Pacific Railroad tracks; proceed northwest along the Union Pacific Railroad tracks to a point that intersects with an imaginary line that extends west from Mettler Road; proceed west to the intersection of the imaginary line and De Vries Road; proceed north on De Vries Road to the intersection of De Vries Road and Armstrong Road; proceed west on Armstrong Road to the intersection of Armstrong Road and Ray Road; proceed north on Ray Road to the intersection of Ray Road and Woodbridge Road; proceed east along Woodbridge Road to the intersection of Woodbridge Road and De Vries Road; proceed north on De Vries Road to the intersection of De Vries Road and Peltier Road.

**Zone A Suburban Density (Northeast):**

Beginning at the northwest corner of the Northeast Suburban are of Ambulance Zone A, at the intersection of Bruella Road and Peltier Road proceed east on Peltier Road to the intersection of Peltier Road and Jack Tone Road; proceed south on Jack Tone Road to the intersection of Jack Tone Road and the Mokelumne River; proceed westerly along the Mokelumne River to the intersection at a point of the Mokelumne River that intersects with an invisible line that extends north from Tretheway Road; proceed south at that point to Tretheway Road and proceed to the intersection of Tretheway Road and Brandt Road; proceed east on Brandt Road to the intersection of Brandt Road and Jack Tone Road; proceed south on Jack Tone Road to the intersection of Jack Tone Road and Harney Road; proceed west on Harney Road to the intersection of Harney Road and Highway 88; proceed north on Highway 88 to the intersection of Highway 88 and Kettleman Road; proceed west on Kettleman Road to the intersection of Kettleman Road and Tretheway Road; proceed north on Tretheway Road to the intersection of Tretheway Road and Highway 12; proceed west on Highway 12 to the intersection of Highway 12 and Bruella Road; proceed north on Bruella Road to the intersection of Bruella Road and Peltier Road.

**Zone A Suburban Density (Southeast):**

Beginning at the northwest corner of the Southeast Suburban area of Ambulance Zone A, at the intersection of Alpine Road and Harney Lane proceed east to Highway 88; proceed south on Highway 88 to the intersection of Highway 88 and southern border of Zone A; proceed west along the southern border of Zone A to the intersection of the southern border of Zone A and Alpine Road; proceed north on Alpine Road to the intersection of Alpine Road and Harney Road.

**Zone A Rural Density:**

All of the area contained in San Joaquin County Ambulance Zone A that has not been previously described as Urban Density, or Suburban Density.

**Zone B Urban Density:**

Beginning at the northwest corner of the Urban area of Ambulance Zone B, at the intersection of Rio Blanco Road and Eight Mile Road proceed east to the Union Pacific Railroad tracks and continuing east along the northern border of Ambulance Zone B to Alpine Road; proceed south on Alpine Road to E. Waterloo Road; proceed southwest on E. Waterloo Road to Beyer Lane; proceed south on Beyer Lane to Hwy 26; proceed west on Hwy 26 to the Stockton Diverting Canal; proceed southeast on the Stockton Diverting Canal to a point where an imaginary line extending north from Gillis Road intersects with the Mormon Slough; proceed westerly veering slightly southwest along the Mormon Slough to the intersection of the Mormon Slough and South Walker Lane; proceed south on South Walker Lane to the intersection of South Walker Lane and Highway 4; proceed southwest on Highway 4 to the intersection of Highway 4 and the BN & SF Railroad tracks; proceed southeast on the BN & SF Railroad tracks to a point east of where Austin Road and Mariposa Road intersect; proceed northeast on Mariposa Road to the intersection of Mariposa Road and the point where an imaginary line extending north from Newcastle Road intersects with Mariposa Road; proceed south to the intersection of Newcastle Road and Arch Road; proceed east on Arch Road to the intersection of Arch Road and Austin Road; proceed south on Austin Road to the intersection of Austin Road and the southern border of Zone B; proceed west along the southern border of Zone B to the intersection of Zone B and Interstate 5; proceed north on Interstate 5 to the intersection of Interstate 5 and Mathews Road; proceed west on Mathews Road to the intersection of Mathews Road and Wolfe Road; proceed north on Wolfe Road to the intersection of Wolfe Road and the intersection of Wolfe Road and French Camp Road; proceed west on French Camp Road to intersection of French Camp Road and the San Joaquin River; proceed north following the San Joaquin River to a point contiguous with March Lane; proceed east along March Lane to the

community of Brookside; proceed north along the western border of Brookside and continue northward staying along the eastern border of Shima Tract to Mosher Slough; proceed on Mosher Slough to Pixley Slough; proceed west on Pixley Slough to Rio Blanco Road; proceed north on Rio Blanco Road to the intersection of Eight Mile Road.

**Zone B Suburban Density (West):**

Beginning at the northwest corner of the West Suburban area of Ambulance Zone B, at the intersection of the San Joaquin River and the point at which an imaginary line extending west from French Camp Road proceed east to French Camp Road and continue to the junction of French Camp Road and Wolfe Road; proceed south on Wolfe Road to the intersection of Wolfe Road and Mathews Road; proceed east on Mathews Road to the intersection of Mathews Road and Manthey Road; proceed south on Manthey Road to the intersection of Manthey Road and an imaginary line extending west from Roth Road; proceed west along the imaginary line extending from Roth Road to the San Joaquin County River; proceed north along the San Joaquin County River the imaginary line extending west from French Camp Road.

**Suburban Density (Northeast):**

Beginning at the northwest corner of the Northeast Suburban area of Ambulance Zone B, at the junction of the northern Border of San Joaquin County Ambulance Zone B and Alpine Road; proceed east along the northern Border of San Joaquin County Ambulance Zone B to Ferguson Road; proceed south on Ferguson Road to the intersection of Ferguson Road and Baker Road; proceed west on Baker Road to the intersection of Baker Road and Confer Road; proceed south on Confer Road to Fairchild Road ; proceed east on Fairchild Road to Jack Tone Road; proceed south on Jack Tone Road to Copperopolis Road; proceed west on Copperopolis Road/E Main Street to the Stockton Diverting Canal; proceed northwest on the Stockton Diverting Canal to its intersection with Hwy 26; proceed east on Hwy 26 to Beyer Lane; proceed north on Beyer Lane to E. Waterloo Road; proceed northeast on E. Waterloo Road to Alpine Road; proceed north on Alpine Road to the intersection of Alpine Road the northern border of San Joaquin County Ambulance Zone B.

**Zone B Suburban Density (Linden Area):**

Beginning at the northwest corner of the Southwest Suburban area of Ambulance Zone B, (Linden Area) at the intersection of Baker Road and Murray Road; proceed east on Baker Road to the intersection of Baker Road and Wall Road; proceed south on Wall Road to the intersection of Wall Road and Highway 26; proceed southwest in a straight line to the point where E. Flood Road and North Flood Road intersect; proceed in a slightly c-shaped curved southwest to the intersection of Duncan Road and Tobacco Road; proceed in a straight line northwest to the intersection of Murray Road and

Highway 26; proceed north on Murray Road to the intersection of Murray Road and Baker Road.

**Zone B Rural Density (Northwest):**

Beginning at the northwest corner at a point where the northern end of Bishop Cut intersects with an imaginary line extending west from Armstrong Road; proceed east along the imaginary line to Armstrong Road and continue to Devries Road; proceed south on Devries Road; proceed east to the UPRR along the southern border of Zone A and continue southeast along the UPRR to Eight Mile Road; proceed west on Eight Mile Road to Bishop Cut; proceed north along Bishop Cut to end.

**Zone B Rural Density (West):**

Beginning at the northwest corner where Rio Blanco Road's southern edge begins, proceed east along Pixley Slough and continue south and east around the eastern border of Shima Tract following Mosher Slough then south to Five Mile Creek; proceed west on Five Mile Creek to Fourteen Mile Slough, then turn southeast and continue by following the western edge of Lincoln Village West and continue along the western edge of the Brookside Community to a point where March Lane and the San Joaquin River intersect; proceed southeast along the San Joaquin River to the border of Zone C; proceed west and then north along the northern border of Zone C to Stark Road; proceed north on Stark Road and continue due north along an imaginary line to Jacobs Road; proceed west on Jacobs Road to a point that intersects with an imaginary line that extends south from the eastern edge of House Road; proceed north along this imaginary line and continue past House Road to the San Joaquin River; proceed northwest along the San Joaquin River to an imaginary line extending north from Holt Road; proceed north along the imaginary line from Holt Road to Rio Blanco Road.

**Zone B Rural Density (East):**

All of the area contained in San Joaquin County Ambulance Zone B that has not been previously described as Urban Density, Suburban Density, or Wilderness Density.

**Zone B Wilderness Density:**

All of the area contained in Zone B that is west of the area described as Rural Density (Northwest) and Rural Density (West) extending to the San Joaquin County border.

**Zone C Urban Density:**

Beginning at the northwest corner of the Urban area of Ambulance Zone C, at the junction of the prolongation of Reeve Road and the south bank of the Old River; proceed east and northeast along the south bank of the Old River to Tracy Boulevard; proceed south on Tracy Boulevard to Lammers Road; proceeding west on Lammers Road to Corral Hollow Road; proceeding south on Corral Hollow Road to Interstate 205; proceed east on Interstate 205 to McArthur Boulevard; proceed south on McArthur Boulevard to Grant Line Road; proceed east to Grant Line Road to Banta Road; proceed south on Banta Road to the Union Pacific Railroad tracks; proceed southwest then west along the Union Pacific Railroad tracks to Lammers Road; proceed north on Lammers Road to Interstate 205; proceed west on Interstate 205 to Hansen Road; proceed north on Hansen Road to Grant Line Road; proceed east to Grant Line Road to the Union Pacific Railroad tracks; proceed northwest along the Union Pacific Railroad tracks to Reeve Road; proceed north on Reeve Road and the prolongation of Reeve Road to the south bank of the Old River.

### **Zone C Suburban Density:**

Beginning at the northwest corner of the suburban area of Ambulance Zone C at the junction of Tracy Boulevard and the south bank of the Old River; proceed east along the south bank of the Old River to an intersection point from an imaginary line extending north from MacArthur Drive; proceed south to the intersection of MacArthur Drive and Canal Blvd; proceed southeast on Canal Blvd and beyond Interstate 5 via an imaginary line extending to an intersection at Mancuso Road; proceed southwest that is south of Mancuso road that follows a trajectory that intersects with the Union Pacific Railroad tracks and Kasson Road; proceed southwest on the Union Pacific Railroad tracks to the intersection of the Union Pacific Railroad tracks and Banta Road; proceed north on Banta Road to the intersection of Banta Road and Grant Line Road; proceed west on Grant Line Road to the intersection of Grant Line Road and MacArthur Drive; proceed north on MacArthur Drive to the intersection of MacArthur Drive and Highway 205; proceed west on Highway 205 to the intersection of Highway 205 and Corral Hollow Road; proceed north on Corral Hollow Road to the intersection of Corral Hollow Road and Lammers Road; proceed east on Lammers Road to the intersection of Lammers Road and Tracy Blvd; proceed north on Tracy Blvd to the intersection of Tracy Blvd. and the south bank of the Old River.

### **Zone C Rural Density:**

The following describes the periphery of Zone C Rural Density. The area inside the described periphery is Zone C Rural Density only insofar as it has not previously been described as either Zone C Suburban or Zone C Urban.

Beginning at the northwest corner of the Rural area of Ambulance Zone C at the junction of the Old River and North Victoria Canal; proceeding east on North Victoria Canal to the Middle River; proceed southeast on the Middle River to Highway 4;

proceed northeast on Highway 4 to a point approximately one mile beyond Tracy Blvd; proceed southeast and south to a point on the Middle River; proceed east and south along the Middle River to the San Joaquin River; proceed south along the San Joaquin River to the San Joaquin County line; proceed southwest along the San Joaquin County line to Highway 580; proceed northwest along Highway 580 to the Union Pacific Railroad tracks; proceed west on the Union Pacific Railroad tracks to the border of San Joaquin County and Alameda County; proceed north along the San Joaquin County line to the confluence of the Old River and North Victoria Canal.

**Zone C Wilderness Density:**

Beginning at the southeast corner of the Wilderness area of Ambulance Zone C, at the junction of the southeastern San Joaquin County line and Interstate 580; proceed southwest along the San Joaquin County line to the southernmost portion of the San Joaquin County line; proceed north along the San Joaquin County line to the Union Pacific Railroad tracks at the prolongation of Linne Road; proceed east along the Union Pacific Railroad tracks at the prolongation of Linne Road to Interstate 580; Proceeding southeast on Interstate 580 to the southeastern San Joaquin County line.



## **Exhibit F: Penalties and fines**

### **Minor breach**

Except for specific penalties as described in below, County may impose a penalty, not to exceed \$500 for each minor breach of this agreement that has not been cured within thirty (30) days from date of official notice being given by County or designee.

"Minor breaches" shall be defined as failure to fulfill any of the terms and conditions of this contract, which do not amount to a major breach, as that term is defined in Section 11.1.

In addition, failure to comply with the response time performance requirements for two consecutive calendar months, or for any three months in a calendar year, shall be a minor breach of this contract.

Before fines for a minor breach are imposed, the County shall give Contractor written notice of the alleged minor breach and 30 days to cure the breach or otherwise respond to the allegations of breach.

### **Specific penalties**

County may impose a penalty, as specified herein for each occurrence of the incidents described below. Contractor will pay County monthly for any penalties upon receipt and acceptance by County of performance reports with penalties identified for the previous calendar month.

If Contractor disputes County's response time calculation, or the imposition of any other penalties, Contractor may appeal to the EMS Agency in writing within ten (10) business days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The Ambulance Contract Advisory Group (ACAG) shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, reduction or suspension of the penalty in writing to Contractor and Health Care Services Director within thirty (30) business days of receipt of such requests and advise of the determination of such review. The decision of the Health Care Services Director regarding such matters shall be final.

#### **A. Penalty for failure to meet response time standard**

Contractor shall pay County ten dollars (\$10.00) per excess minute for each emergency ambulance response that exceeds the response time standard, including mutual aid response(s) by mutual aid providers responding on behalf of Contractor in the Contractor's service areas, if not during a declared disaster or multi-casualty incident. Measurement of "excess minutes" will start as of the first second past the agreed upon response time as shown in Section 4.1(B).

**B. Failure to meet response time compliance area standard**

Each time that Code-3 responses for a response time compliance area are calculated at less than 90% of the response time standard for the previous month, Contractor will pay County \$5,000.

**C. Penalty for failure to provide data to determine compliance**

Each time an ambulance is dispatched and the crew or dispatcher fails to report and document an on-scene time, Contractor shall pay a fine of \$250 for each occurrence. Additionally, when the on-scene time cannot be provided for said emergency call, the response time for that call shall be deemed to have exceeded the required response time for the purposes of determining response zone time compliance.

In order to rectify the failure to report an on-scene time and to avoid the penalty, Contractor may demonstrate to the satisfaction of the San Joaquin County EMS Agency an accurate on-scene time, however, the response would still be subject to response time penalty calculations, if applicable.

**D. Penalty for mechanical failure**

Contractor shall pay a fine of \$500 for per each preventable mechanical failure while transporting a patient from an emergency call or any situation that requires substitution of one ambulance for another once the ambulance is assigned to a call.

Within three (3) business days of discovery, Contractor shall provide the EMS Agency with a full description of each response where there was a preventable mechanical failure and the remedial action taken to prevent a reoccurrence.

County will consider the vehicle's maintenance history, in determining preventable mechanical failures.

**E. Penalties for failure to meet ambulance staffing or clinical standards**

Contractor shall pay a fine of \$500 whenever an ambulance, not staffed as required, responds to an emergency call. Within three (3) business days of discovery, Contractor shall provide the EMS Agency with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

**F. Penalties for failure to meet ambulance equipment requirement standards**

Contractor shall pay a fine of \$500 for each occurrence whenever an on-duty and available ambulance is found to be missing equipment required by EMS Agency policy.

**G. Failure of Contractor's paramedic to attend to patient**

Contractor shall pay a fine of \$500 for each instance in which Contractor's paramedic fails to attend to the patient during transport or while awaiting care at the hospital as required by in Section 5.1 A. Contractor may request an exemption of this fine for extraordinary circumstances i.e. multi-casualty incidents,

**H. Failed Response**

Contractor shall pay a fine of \$5,000 for each time Contractor fails to respond to, or is unable to respond to a call and fails to refer the call to another agency (i.e. the call receives no response), and such incident requires an ambulance response in accordance with EMS Dispatch Protocols. Each instance of a failed response shall be evaluated by the EMS Agency to determine the threat to the public health and safety and the need to initiate the provisions of a major breach of contract.

**I. Failure to leave appropriate documentation at the receiving facility**

Effective one-year after the starting date of this contract, if Contractor's personnel fail to leave appropriate documentation at the receiving facility, Contractor shall pay \$5 per document when compliance in a calendar month is between 90% and 100%. For less than 90% compliance, the penalty for each failure to leave patient document will be \$200. Delivery of documentation by electronic transmittal to the receiving facility shall be deemed satisfaction of this requirement.

**Exhibit G: San Joaquin County Rates**

Effective May 1, 2011, Contractor is authorized to charge the following rates:

Advanced Life Support (ALS) Base Rate	\$1,767.56
Night charge	\$124.70
Oxygen	110.32
Mileage (per loaded mile)	\$37.50

No other charges or itemizations are permitted for services provided under this contract without the prior written approval of the Contract Administrator. Rates are subject to change as specified in Section 10.2 of this agreement.

**Exhibit H: Ongoing Reporting Requirements**

<b>Report Name</b>	<b>Due Date</b>	<b>Frequency</b>	<b>Responsible</b>	<b>Submit To</b>
Deployment plan changes	Thirty (30) days prior to change unless emergency adjustment or adding units	As Needed	Contractor	County
Updated deployment map		Annual	Contractor	County
CAD data		Monthly	Contractor	County
Response time performance report	Within fifteen (15) business days following the end of each month	Monthly	Contractor	County
Exemption request	Within fifteen (15) business days following the end of each month	Monthly	Contractor	County
Report on standby requests from public safety agency	Monthly	As needed	Contractor	County
Notification of major regulatory actions or sanctions	Within seven (7) business days of occurrence	As needed	Contractor	County
Notification of any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's San Joaquin County operations.	Within five (5) business days	As needed	Contractor	County
Vehicle list changes		As needed	Contractor	County
Records of vehicle maintenance	Within five (5) business days of request	Annually	Contractor	County

<b>Report Name</b>	<b>Due Date</b>	<b>Frequency</b>	<b>Responsible</b>	<b>Submit To</b>
Non-compliance with controlled substance policies and procedures	Immediately	As needed	Contractor	County
Community education activities		Annually	Contractor	County
Community standby activities		Annually	Contractor	County
Vehicle and equipment failure reports	Within three (3) business days	As needed	Contractor	County
Number of emergency responses and transports.		Monthly	Contractor	County
Financial statements, records and receipts that support and identify operations		Upon request	Contractor	County
New-employee orientation activities		Annually	Contractor	County
CQI plan update and program activities report		Annually	Contractor	County
Unusual Occurrences and Sentinel events	Per EMS Agency Policy	As Needed	Contractor	County
Incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements	Within two (2) business days	As Needed	Contractor	County
Annual budget	June 1 of each year	Annually	Contractor	County
Year-End Financial Report		Annually	Contractor	County
Annual financial statements reviewed by an independent public accounting firm	One hundred twenty (120) calendar days of the close of each fiscal year	Annually	Contractor	County

Report Name	Due Date	Frequency	Responsible	Submit To
Determination of monitoring costs	April 1	Annually	County	Contractor
Equal Employment Opportunity Office information and reports		Annually	Contractor	County
Penalty Invoices	10 <sup>th</sup> of the month following quarter	Quarterly	County	Contractor
Complete listing of all service complaints received and their disposition/resolute.		Monthly	Contractor	County
Response to County inquiries about service and/or complaints	Within one (1) business day of notification	As needed	Contractor	County
Controlled substances compliance		Annually	Contractor	County
New employee orientation activities report		Annually	Contractor	County
Employee turnover report		Annually	Contractor	County
In-service training offerings		Annually	Contractor	County
Documentation of the absence of tuberculosis disease for any employee or volunteer		Upon request	Contractor	County Health Officer
Communicable Disease Policy		Upon request	Contractor	County
QI program activity report		Quarterly	Contractor	County
QI plan update		Annually	Contractor	County
List of EMTs		Upon request	Contractor	County
List of EMT-Ps		Upon request	Contractor	County

<b>Report Name</b>	<b>Due Date</b>	<b>Frequency</b>	<b>Responsible</b>	<b>Submit To</b>
List of Emergency Medical Dispatchers		Upon request	Contractor	County
Percentage of full-time employees		Annually	Contractor	County
Personnel records (including current licensure and certification)	Within five (5) business days of request	As needed	Contractor	County
Equipment and vehicle maintenance report	Within five (5) business days of request	As needed	Contractor	County
Patient billing and account documentation	Within five (5) business days of request	As needed	Contractor	County
Annual financial report		Annually	Contractor	County
Copies of all subcontracts for prehospital care/transportation	For prior approval	As needed	Contractor	County
Copies of all subcontracts in excess of \$10,000	For prior approval	As needed	Contractor	County
Copies of all subcontracts		Upon request	Contractor	County
Annual audited financial statements	Within 120 calendar days of the close of Contractor's fiscal year	Annually	Contractor	County
Proof of CAAS accreditation	On-going	Upon request	Contractor	County
Weekly unit hours, by zone		Monthly	Contractor	County



## Exhibit I: Definitions

<b>Advanced Life Support (ALS)</b>	Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code 1797.52.
<b>Advanced Life Support (ALS) Ambulance</b>	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.
<b>Ambulance</b>	Any vehicle specially constructed, modified or equipped and used for transporting a sick, injured, convalescent, infirmed or otherwise incapacitated person.
<b>Ambulance Contract advisory group (ACAG)</b>	Appointed by the Health Care Services Agency Director to assist in monitoring the emergency ambulance contractor's contract compliance.
<b>Bay Area Consumer Price Index (CPI)</b>	The CPI for "All Urban Consumers" as noted in April of each year from the U.S. Bureau of Labor Statistics for "San Francisco – Oakland – San Jose, CA."
<b>Code-2 Call</b>	Immediate dispatch of an ambulance, without use of red lights and sirens in accordance with an Emergency Medical Dispatch system and priority dispatch assignment approved by the EMS Agency.
<b>Code-3 Call</b>	A request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with EMS Agency policy and dispatch protocols, requiring the immediate dispatch of an ambulance with use of red lights and siren.
<b>CQI</b>	Continuous quality improvement.
<b>Emergency</b>	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 the potential for such need is perceived by emergency medical personnel or a public safety agency.

<b>Emergency Medical Dispatch (EMD)</b>	A series of components that allow the dispatcher to triage calls, send appropriate resources with the appropriate response, and provide pre-arrival instructions if needed.
<b>Emergency Medical Technician (EMT)</b>	As defined in California Health and Safety Code Section 1797.80.
<b>Emergency Medical Technician-Paramedic (EMT-P)</b>	As defined in California Health and Safety Code Section 1797.84.
<b>Emergency Response</b>	For the purposes of billing, as defined and described in 42 C. F.R. § 414.65.
<b>EMS Agency</b>	San Joaquin County Emergency Medical Services Agency.
<b>Exclusive Operating Area (EOA)</b>	An EMS area or sub-area of San Joaquin County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85.
<b>First Responder</b>	A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care.
<b>HIPAA</b>	Health Insurance Portability and Accountability Act of 1996.
<b>Medical Direction</b>	Direction given to ambulance personnel by a base hospital physician through direct voice contact or through an approved M.I.C.N., as required by applicable medical protocols.
<b>Medical Director</b>	A physician with experience in emergency medical systems who provides medical oversight to the San Joaquin County EMS System, pursuant to Section 1797.204 of the Health and Safety Code.
<b>Quality Improvement Program</b>	Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process and recognize excellence in performance and delivery of care.

<b>Suburban</b>	All census places with a population density of 51 to 100 persons per square mile; or census tracts and enumeration districts without census tracts, which 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.)
<b>Rural</b>	All census places with a population density of 7 to 50 persons per square mile; or census tracts and enumeration districts without census tracts, which 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.)
<b>Urban</b>	All census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which 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.)
<b>Wilderness</b>	Census tracts or enumeration districts without census tracts, which have a population of less than seven persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines.)