

The COUNTY OF SANTA CRUZ through the  
HEALTH SERVICES AGENCY – ADMINISTRATION  
1080 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962  
hereinafter called County and: American Medical Response West

hereinafter called Contractor:

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

WHEREAS, Division 2.5 of the Health and Safety Code sections 1797.224 and 1797.85 allows the local LEMSA to create exclusive operating areas to restrict operations to one or more providers of emergency ambulance through a competitive bid process; and

WHEREAS, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Santa Cruz has designated the Health Department to be the local Emergency Medical Services Agency and to develop a written agreement with a qualified advanced life support ambulance service provider based on a competitive bid process, subject to any rights granted for exclusive operating areas if one exists; and

WHEREAS, Title 22 California Code of Regulations Section 100173, Division 9, Chapter 4, Article 6, requires an advanced life support service provider to have a written agreement with the local Emergency Medical Services Agency.

NOW, THEREFORE, the parties hereto do mutually agree as set forth in: **Sections 1 through 11 included herein and their exhibits.**

Said exhibits attached hereto are incorporated into this Agreement by this reference.


IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective:

**Date: January 1, 2019**

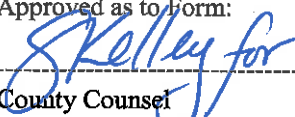
**unless terminated by either party in accordance with the terms of this Agreement.**

**CONTRACTOR**

**COUNTY**

  
Edward Van Horne, President

 10/30/18  
Health Services Agency Director

Approved as to Form:  
 10/22/2018  
County Counsel

Index: 362010  
Subobject: 62381  
Amount: NA

Approved as to Insurances:  
 10/22/18  
Risk Management Division

Total Annual Contract Amount: \$0.00

Distribution:  
Clerk of the Board  
Auditor-Controller  
Health Services Agency  
Contractor

**Emergency Medical Services Provider Agreement  
Between the County of Santa Cruz  
And American Medical Response West**

**Table of Contents**

**SECTION 1.....1**

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

1.1 Contract Administration ..... 1

1.2 Term of Contract ..... 1

1.3 Conditions for Contract Extension ..... 1

1.4 Contract Response Area ..... 2

1.5 Notices..... 2

**SECTION 2.....1**

*ROLES AND RESPONSIBILITIES..... 1*

2.1 County’s Functional Responsibilities ..... 1

2.2 Contractor’s Functional Responsibilities..... 1

**SECTION 3.....3**

*DEPLOYMENT..... 3*

3.1 Deployment Plan ..... 3

3.2. On-going Deployment Plan Requirements ..... 3

3.3 Annual Review of Deployment ..... 4

**SECTION 4.....5**

*OPERATIONS..... 5*

4.1 Response Time Standards..... 5

4.2 Dispatch Requirements..... 9

4.3 Equipment and Supplies ..... 10

4.4 Disaster Preparedness..... 11

4.5 System Committee Participation ..... 12

4.6 Community Education/Prevention ..... 13

4.7 Innovation..... 13

**SECTION 5.....14**

*PERSONNEL..... 14*

5.1. Clinical and Staffing Standards ..... 14

5.2. Compensation/Working Conditions for Employees ..... 17

5.3. Safety and Infection Control ..... 17

5.4 High System User Diversion Coordinator..... 18

**SECTION 6.....19**

*QUALITY/PERFORMANCE..... 19*

6.1. Continuous Quality Improvement Program..... 19

**SECTION 7.....21**

*DATA AND REPORTING ..... 21*

7.1 Data System Hardware and Software ..... 21

7.2 Use and Reporting Responsibilities..... 21

7.3 Prehospital Care Reports ..... 21

7.4 Audits and Inspections ..... 21

7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ..... 22

<b>SECTION 8</b> .....	<b>23</b>
<i>SUBCONTRACTS</i> .....	23
8.1 General Subcontracting Provisions .....	23
8.2 Relationships and Accountability.....	23
8.3 Performance Criteria .....	24
8.4 Funding for First Response .....	24
<b>SECTION 9</b> .....	<b>26</b>
<i>ADMINISTRATIVE REQUIREMENTS</i> .....	26
9.1 Performance Security .....	26
9.2 Insurance .....	26
9.3 Business Office, Billing and Collection System.....	28
<b>SECTION 10</b> .....	<b>29</b>
<i>FISCAL REQUIREMENTS</i> .....	29
10.1 General Provisions .....	29
10.2 Billing and Collections .....	29
10.3 Profit.....	30
10.4 Reporting Responsibilities.....	30
10.5 Liquidated Damages, Fees and Relief .....	31
<b>SECTION 11</b> .....	<b>33</b>
<i>GENERAL CONTRACT REQUIREMENTS</i> .....	33
11.1 Contract Termination .....	33
11.2 Indemnification for Damages, Taxes and Contributions .....	37
11.3 Equal Employment Opportunity.....	38
11.4 Independent Contractor .....	38
11.5 Confidentiality of Records .....	39
11.6 Assignability.....	39
11.7 Interest of Contractor.....	39
11.8 Political Activities Prohibited within Santa Cruz County .....	39
11.9 Lobbying .....	39
11.10 Conformance to Regulations .....	40
11.11 Conformance to Law .....	40
11.12 Monitoring.....	40
11.13 Reports .....	40
11.14 Ownership, Publication, Reproduction and Use of Material .....	40
11.15 Evaluation/Research.....	40
11.16 Changes .....	41
11.17 Retention and Audit of Records .....	41
11.18 Non-Exclusion.....	42
11.19 Referrals. ....	42
<b>SECTION 12:</b> .....	<b>43</b>
<i>EXHIBITS</i> .....	43
EXHIBIT A: County Map .....	44
EXHIBIT B: Initial Reporting Requirements .....	45
EXHIBIT C: Deployment Map.....	46
EXHIBIT D: Response Zones Map.....	47
EXHIBIT E: Ongoing Reporting Requirements.....	48
EXHIBIT F: Santa Cruz County Ambulance Rates.....	49
EXHIBIT G: Compassionate Care.....	50
EXHIBIT H: Fiscal Product Timelines.....	55
EXHIBIT I: Santa Cruz County Minimum Required Account Detail .....	56
EXHIBIT J: Asset Depreciable Lives.....	57
EXHIBIT K: Auditor Compliance Report.....	58

EXHIBIT L: Definitions.....	59
EXHIBIT M: HIPAA Business Services.....	64
EXHIBIT N: Contractor and Subcontractor Report Cards .....	65
EXHIBIT O: RFP #17P1-001.....	67
EXHIBIT P: Bidder's Proposal .....	68

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

**1.1 Contract Administration**

The Santa Cruz County Health Services Agency, through its Contract Administrator, 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 and Subcontractor's operational and patient care records;
- B. Monitor the Contractor's and Subcontractor's EMS service delivery for compliance with standard of care as defined through law, medical protocols, and policies; and
- C. Provide technical guidance, as the Contract Administrator deems appropriate.

**1.2 Term of Contract**

The term of this Agreement shall commence at 00:01hours on January 1, 2019 (Effective Date), and shall terminate at 08:59 on January 9, 2024, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

**1.3 Conditions for Contract Extension**

This Agreement may be extended for up to two additional 30-month periods by action of the Santa Cruz County Board of Supervisors, when requested by the Contractor. At least one year prior to the expiration of this Agreement, Contractor may petition the Board each extension.

- A. In deciding whether or not to extend the Agreement, the Board of Supervisors, at its discretion, may establish a Review Committee to analyze the performance of the Contractor and to make recommendations to the Contract Administrator.
- B. The Committee's review will consider, but not be limited to, how well the Contractor has performed in the following areas:
  - 1. Compliance with this Agreement;
  - 2. Operational and financial areas;
  - 3. Effectiveness of Contractor's quality improvement program in achieving demonstrable improvements in the performance and efficiency of the system;
  - 4. Cooperation of management in assisting the LEMSA with system operation and enhancements;
  - 5. Number of substantiated complaints filed against Contractor and the manner in which Contractor handled them;
  - 6. Extent of Contractor's community involvement;

7. Consistency in maintaining and/or improving its professional image;
8. Integration of community and employee input;
9. Level of cooperation between the Contractor and other participants within the EMS System;
10. Effectiveness in managing and coordinating first responder agreements; and
11. Meeting the established clinical and performance standards.

#### **1.4 Contract Response Area**

All requirements described in this Agreement apply to the County of Santa Cruz as shown in **Exhibit A** and described as Contract Response Area.

#### **1.5 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:

Regional Director  
American Medical Response  
10 Victor Square S-150  
Scotts Valley, CA 95066

With a copy to:

American Medical Response, Inc.  
c/o Legal  
6363 S Fiddler’s Green Circle, 14<sup>th</sup> Floor  
Greenwood Village, CO 80111

County:

Emergency Medical Services Agency  
County of Santa Cruz  
1080 Emeline Avenue  
Santa Cruz, California 95060

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**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, monitor and evaluate contract performance and compliance;
- B. Utilize an electronic PCR database with which the Contractor and Subcontractors will comply so that the County can assess the quality of prehospital care being provided;
- C. Assess the Santa Cruz Regional 9-1-1 Communications Center also known as "NETCOM" for proper administration of the Contractor's written System Status Management Plan, in collaboration with the Contractor, and for emergency medical dispatch performance;
- D. Review and take appropriate action on any proposal for change to improve or realign the EMS dispatch, Contractor deployment, and/or EMS system status management functions; and
- E. Provide medical direction and control of the EMS system.

**2.2 Contractor's Functional Responsibilities**

During the term of this Agreement, the Contractor shall:

- A. Provide prehospital emergency medical care and transport services in response to medical 9-1-1 calls within the County twenty-four (24) hours each day, seven days a week, without regard to the patient's financial status;
- B. Provide ALS interfacility transport and ALS standby services as requested and as 911 system levels permit;
- C. Develop system status management and deployment plans specific to meeting EMS performance requirements within Santa Cruz County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense;
- 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 employees;
- F. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are currently certified, licensed and/or accredited;

- 1 G. Comply with all training requirements established by the State of California, and all  
2 applicable policies and provisions established by the Santa Cruz County LEMSA;
- 3 H. Maintain neat, clean, and professional appearance of all employees, facilities and  
4 equipment;
- 5 I. Establish and maintain an equipment exchange program with First Responder  
6 Agencies;
- 7 J. Submit, in a timely manner, reports, which are supported by documentation or other  
8 verifiable information, as required by the County;
- 9 K. Respond to County inquiries about service and/or complaints within 72 hours of  
10 notification unless otherwise requested by Contract Administrator;
- 11 L. Notify the County, as soon as possible, of all incidents in which the Contractor's or  
12 Subcontractor's employees fail to comply with protocols and/or contractual  
13 requirements, or incidents in which the conduct of Contractor's or Subcontractor's  
14 employees' may reasonably lead to discipline, suspension, or revocation of employee's  
15 certification or license disciplinary cause as described in State of California, Title 22,  
16 Division 9, Chapter 6, of the California Code of Regulations.
- 17 M. Assure that Subcontractors meet all performance and contractual requirements;
- 18 N. If subcontracting for paramedic First Responder service, establish agreements with  
19 each First Responder Agency that is capable of providing ALS paramedic first response  
20 and wishes to do so, which shall provide partial reimbursement consistent with the  
21 provision of this Agreement and with the first responder funding formula approved by  
22 the County;
- 23 O. If subcontracting for ALS or Basic Life Support Ambulance transport service, establish  
24 agreements with those agencies capable of providing ambulance service and who wish  
25 to do so, and provide reimbursement consistent with the terms of those agreements  
26 provided that it does not exceed actual cost of said service; and
- 27 P. Review all Subcontractor response time exceptions and collect liquidated damages as  
28 appropriate to the applicable schedules in this Agreement.
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**SECTION 3  
DEPLOYMENT**

31 **3.1 Deployment Plan**

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A. Deployment Parameters – All Contractor ambulance responses under the terms of this agreement with the County shall be dispatched as directed by NETCOM or in compliance with policies and protocols established by the County. Deployment plans shall:

1. Specify proposed 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 and unit schedule.
3. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
4. Include a map identifying proposed ambulance station or post locations.
5. Describe any planned use of on call crews. Provide a copy of the current Collective Bargaining Agreement(s) with the employee bargaining unit(s) for information regarding work rules including mandatory overtime and other related items.
6. Describe how workload shall be monitored for employees assigned to 24-hour units.
7. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
8. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
9. Ensure no unit scheduled to work greater than 12 hours has a response Unit Hour Utilization (UHU) of greater than 0.40 per quarter (calculated as total hours assigned to a call divided by scheduled shift hours).

31 **3.2. On-going Deployment Plan Requirements**

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An initial deployment plan shall be filed with the County prior to January 1, 2019 as part of the Initial Reporting Requirements shown in **Exhibit B**. A current deployment plan shall be kept on file with the Santa Cruz County LEMSA. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met, or if demand for emergency ambulance response can be reasonably anticipated to be unusually high during a given period of time. Failure by Contractor to redeploy or add ambulance unit hours within two months of notice by the County of failure to meet response time standards shall constitute a Major Breach as defined in this Agreement.

1 The Contractor shall submit proposed changes in the deployment plan in writing to the  
2 Contract Administrator 30 days in advance. The 30-day notice may be waived as approved by  
3 the Contract Administrator.  
4

5 **3.3 Annual Review of Deployment**  
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7 Each year, as part of the annual budget review process, Contractor will provide County an  
8 updated deployment plan in a format reasonably acceptable to the Contract Administrator.  
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## SECTION 4 OPERATIONS

### 4.1 Response Time Standards

A. Response Time Performance – System response times are one 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.

B. Geographical Response Zones – For purposes of tracking Contractor and Subcontractor response time compliance and reporting, the County will be considered a single zone.

1. Compliance with response times in this Agreement is measured by meeting the performance criteria in the single zone. Should population density change significantly, requiring an adjustment in response times, the parties shall meet and confer to discuss the possible addition of unit hours.
2. Population density determines response times:
  - a. Metro: > 500 people per square mile
  - b. Urban: 101-500 people per square mile
  - c. Suburban: 51-100 people per square mile
  - d. Rural: 7-50 people per square mile
  - e. Wilderness: < 7 people per square mile
3. For the purpose of assigning response time criteria and measuring “Outliers” for this Agreement, population density categories shall be combined into Subzones as follows and as shown in **Exhibit D**:
  - a. Urban (includes Metro)
  - b. Suburban
  - c. Rural (includes Wilderness)

C. Response Priority Categories – The County currently designates five levels of emergency patient acuity, which are used as response time determinants (Alpha, Bravo, Charlie, Delta and Echo) with which Contractor must comply by meeting specified response times.

1. The priority designation (Code 2/Code 3) of an assignment shall be accomplished in accordance with approved dispatch protocols for each of the determinants.
2. Subcontractor (or Contractor where applicable) will be deemed to be in compliance with response time standards if ninety percent (90.00%) or more of

1 all Code 3 9-1-1 events in which an ALS first responder arrives on scene,  
2 measured quarterly, meet the specified response times.

- 3 3. Contractor will be deemed to be in compliance with response time standards if  
4 ninety percent (90.00%) or more of all Code 3 9-1-1 events in which a transport  
5 ambulance arrives on scene, measured quarterly, meet the specified response  
6 times.

7  
8 D. Response Time Standards – The response time standards for the first ALS unit and the  
9 first ALS transport Ambulance will be as follows for all Code-3 (Emergency) calls. It  
10 does not apply to Code-2 (Non-Emergency) calls:  
11

Area	First ALS Unit		ALS Transport	
	Standard	Outlier	Standard	Outlier
Urban	90% ≤ 8:00	> 12:00	90% ≤ 16:00	> 24:00
Suburban	90% ≤ 12:00	> 18:00	90% ≤ 20:00	> 30:00
Rural	90% ≤ 20:00	> 30:00	90% ≤ 30:00	> 45:00

12  
13 *Code 3 is the immediate response of first responders and ambulance with lights and sirens.*  
14

15 E. Response Time Exemptions – As set forth herein, in some cases late responses will be  
16 excused from financial penalties and from response time compliance reports. The  
17 County has final authority to determine whether any particular incident qualifies as  
18 exempt from from the Response Time requirements outlined herein. Examples of  
19 possible exemptions include:  
20

- 21 1. Incorrect or inaccurate location information (including address or cross  
22 street)provided to responding unit at time of dispatch;
- 23 2. Weather conditions which severely impair visibility or create other unsafe  
24 driving conditions;
- 25 3. Disrupted voice or data radio transmission beyond the control of Contractor or  
26 NETCOM;
- 27 4. Material change in dispatch location after the initial dispatch is recorded as  
28 dispatched (DS);
- 29 5. Hospital off-load delays which result in late responses: The County will give  
30 consideration for delayed responses which are attributed to and validated as  
31 being a result of an extended hospital drop time which exceeds the County's  
32 standard. The Contractor will provide ample evidence that the ambulance  
33 would have been at post or in a position where the responding crew would  
34 have met the response time requirement. The contractor will develop plans to  
35 assist in minimizing hospital drop time delays for factors within its control.
- 36 6. NETCOM failure to follow the Contractor's written, automated System Status

1 Management plan that affects the response time of the call.

- 2 7. Traffic stoppages related to incident (e.g., car crash);
- 3 8. Unavoidable delays caused by driveway, gate, road construction and/or
- 4 closure;
- 5 9. Absence of units from the Contractor's dedicated Santa Cruz County system
- 6 deployment during time of a declared disaster in contiguous county, as
- 7 approved by the Contract Administrator; and,
- 8 10. Periods in which the NETCOM'S Computer Aided Dispatch (CAD) system is
- 9 not operable and/or a NETCOM equipment failure disrupts the transmission
- 10 or recording of an incident.
- 11

12 Exemptions shall be for good cause only, as determined by the County, in its reasonable  
13 discretion. The burden of proof that there is good cause shall rest with the Contractor and  
14 Contractor must have acted in good faith. The alleged good cause must have been a substantial  
15 factor in producing the excessive response time. Exemptions shall be considered on a case-by-  
16 case basis. Contractor shall file a request for each response time exemption through the online  
17 compliance utility with the Santa Cruz County LEMSA within 10 business days of the call.

18  
19 F. Response Time Calculations – Response times shall be calculated from the hour,  
20 minute and second the call is dispatched by NETCOM to the hour, minute and second  
21 the Contractor's ALS or transport unit arrives on scene, is "staging" (ST) as defined in  
22 Section 4.1 (F)(4) below or is "in the area" (IA) as defined in Section 4.1 (F)(5) below.  
23 A call is considered "dispatched" at the time of initial radio and/or pager toning as  
24 automatically captured via the CAD system. Contractor's crews will be responsible for  
25 notifying NETCOM of arrival On-Scene immediately upon arrival at the scene of a  
26 call. The parties understand and agree that:

- 27  
28 1. Contractor will have successfully stopped the ALS Response Time (ART) clock
- 29 by arriving in an ALS Ambulance or Quick Response Vehicle (QRV) before,
- 30 or in lieu of, the ALS first responder.
- 31  
32 2. For purposes of response time calculation, when calculating quarterly reports,
- 33 NETCOM will subtract eighteen (18) seconds from the elapsed time recorded
- 34 for each call to allow for the time (on average) required for NETCOM
- 35 dispatchers to provide the call information to the ambulance crew. Calls
- 36 canceled enroute by NETCOM or first responders, will count in the total
- 37 number of responses and the response time shall be calculated as if "arrived at
- 38 scene" at the time of cancellation. Approved exemptions shall count as "on
- 39 time" responses and be included in the quarterly response time calculations.
- 40  
41 3. Notification of NETCOM upon arrival on-scene shall normally be given
- 42 immediately prior to parking the first responder vehicle or ambulance;
- 43  
44 4. In cases of response to hazardous materials incidents and incidents involving
- 45 response by a law enforcement agency where there is reason to believe the scene
- 46 to be unsafe, the response time clocks shall be stopped when the emergency

1 vehicle arrives at a safe or designated staging area, announced by responding  
2 units as “Staging” (ST), using currently accepted nomenclature.

3 5. In responses to locations lacking access by way of a street or road maintained  
4 for public or private use, the responding crews shall advise NETCOM of arrival  
5 “In the Area” (IA), using currently accepted nomenclature, when encountering  
6 a locked gate or when leaving the paved street or road to obtain access to the  
7 patient.

8 6. If the responding crews are unable to report that they arrived at the scene  
9 because of radio coverage, the response time clock shall be stopped at the time  
10 of the next communication between the crew and NETCOM. The Contractor  
11 may request exemption of a late response in such instances when it can  
12 reasonably prove the attempted on-scene announcement and arrival time  
13 through other means (e.g., vehicle location technology).

14 Contractor’s Response Times will be calculated on a quarterly basis to determine  
15 compliance with the standards set forth in this Agreement. Contractor’s compliance to  
16 response zones will be measured as a single zone with Contractor meeting response  
17 time standards for a minimum of ninety (90.00) percent of all Code 3 calls, as calculated  
18 under this Agreement.  
19

20 Unless otherwise determined by County, Contractor will maintain transmitter units on  
21 ambulances for Global Positioning System (GPS) technology for greater efficiency in  
22 partnership with NETCOM.  
23

24  
25 G. Applicable Calls – Response time standards shall be applicable to all Code 3 calls. ALS  
26 first responder response times and transport ambulance response times will be  
27 calculated and monitored separately. Each incident shall be counted as a single  
28 response regardless of the number of first responders or ambulances actually utilized  
29 and only the first arriving ALS responder’s time shall be applicable to the response  
30 time calculation. If a response is canceled, or downgraded to a lower priority, financial  
31 liquidated damages may be assessed if response time standards are exceeded at the time  
32 of cancellation or downgrade. The Contractor shall not be held accountable for  
33 emergency or non-emergency response time compliance for any request for service  
34 originating outside the County, and those responses will not be counted in the number  
35 of total calls used to determine response time compliance under this Agreement.  
36

37 H. Failure to Provide Data to Determine Compliance – When on-scene time cannot be  
38 provided for a particular emergency call, response time for that call shall be deemed to  
39 have exceeded the required response time for purposes of determining response time  
40 compliance. In order to rectify the failure to report an on-scene time and to avoid the  
41 liquidated damage, Contractor may demonstrate to the satisfaction of the Santa Cruz  
42 County LEMSA an accurate on-scene time, however, the response would then be  
43 subject to response time liquidated damages calculations.  
44

45 I. Online Compliance Utility – Contractor shall utilize an online compliance utility, such  
46 as FirstWatch/FirstPASS, to automate the process of compliance, exemption requests,  
47 real-time system dashboards, QI/QA, and report creation. It shall work with NETCOM

1 to establish the appropriate interface with the CAD data. County shall have access to  
2 this utility to review exemption requests, monitor system performance, and generate  
3 reports. The County shall also have the opportunity to purchase, at its own expense,  
4 additional modules from the online compliance utility provider including epidemiology  
5 and surveillance tools.

6  
7 J. Air Ambulance/Air Rescue Services – The County benefits from helicopter air  
8 ambulance andr helicopter air rescue services operating in the County for the purpose  
9 of providing air ambulance/air rescue transportation services for both immediate and  
10 scheduled responses. This includes flights and transportation within the County.  
11 Prehospital utilization of such services is based upon Santa Cruz County LEMSA  
12 policies and procedures. The Contractor shall comply with Santa Cruz County LEMSA  
13 policies and procedures and all applicable law regarding the use of these services.

14  
15 K. Standby and Special Events

- 16  
17 1. If the sponsor of a special event requests a dedicated standby ambulance at an  
18 event, Contractor may enter into a separate agreement with the sponsor for the  
19 provision of payment for such services.
- 20 2. Contractor shall not be precluded from performing other outside work such as  
21 non-emergency, BLS medical transfers.
- 22 3. Contractor shall provide ALS standby (either ambulance or first responder)  
23 services as requested by allied agencies; this may include working fires,  
24 hazardous material events, law enforcement incidents, etc. Standby services  
25 shall be provided at no charge for the first 24 hours unless the charges can be  
26 reimbursed.

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

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32 **4.2 Dispatch Requirements**

- 33  
34 A. Dispatch – Contractor shall contract with and make payments for emergency dispatch  
35 services to the County’s exclusive emergency dispatch center, NETCOM.
- 36  
37 B. Dispatch Performance/QI Program – Recognizing the critical importance  
38 communications plays in EMS system performance and the Contractor’s ability to  
39 fulfill its obligations, County and Contractor agree that NETCOM will have specific  
40 performance standards for EMS dispatch that are measurable. Contractor may  
41 participate in defining these performance standards. The specific performance  
42 standards and the components of NETCOM’s quality improvement program shall be  
43 described in a separate contract between NETCOM and Contractor and a copy shall be  
44 provided to the County.
- 45  
46 C. Communications Equipment – Contractor shall provide and maintain in good operating  
47 condition, communication equipment consistent with County Policies and Procedures.

1 Such communications equipment shall be compatible with existing NETCOM  
2 equipment, and remain so during the period of this agreement.

3  
4 **4.3 Equipment and Supplies**

- 5  
6 A. Ambulances –All ambulances shall be Type II, Euro-style van (Ford Transit, Mercedes  
7 Sprinter, or similar). The ambulance(s) as constructed and equipped shall conform to  
8 applicable USDOT / NHTSA Federal Motor Vehicle Safety Standards (FMVSS).  
9 Ambulances shall be compliant with all required state and federal safety standards  
10 applicable at the time of manufacture.
- 11  
12 B. The only exception shall be where such standards conflict with State of California  
13 standards, in which case the State standards shall prevail. All such ambulances shall  
14 also meet or exceed the equipment standards of the State of California. All units  
15 performing emergency response under this Agreement will be licensed annually by the  
16 County.
- 17  
18 a. As part of Contractor’s Annual Report, the Contractor shall provide to the  
19 County a complete listing of all ambulances (including reserve ambulances)  
20 proposed to be used in the performance of the Agreement, including their  
21 vehicle number and mileage. Purchase, sale or transfer of ambulances used  
22 under this Agreement shall be reported to the County within 30 days.
- 23  
24 b. The fleet minimum shall be 140 percent of the peak staffing level. Further, a  
25 minimum of 50 percent of the reserve fleet must be available for response in  
26 the County at all times during the Agreement term. No primary (i.e., regularly  
27 scheduled) emergency vehicles utilized under the Agreement for the purpose of  
28 patient response and transportation shall be operated once its mileage exceeds  
29 200,000. Reserve units may be used up to 250,000 miles. Proposed  
30 subcontractors may use different style ambulances; however, they must comply  
31 with safety standards and mileage limits stated above.
- 32  
33 C. Ambulance Equipment and Supplies – In order to increase system capacity during a  
34 surge event, each primary and reserve ambulance shall, at all times, maintain an  
35 equipment and supply inventory sufficient to meet Federal, State, and local  
36 requirements for ALS and BLS-level ambulances, including the requirements of  
37 County Policies and Procedures. Contractor shall be responsible for stocking all  
38 expendable supplies including medications. Ambulances shall carry sufficient surplus  
39 inventory to restock first responder units with disposable supplies used on a call (i.e.,  
40 one-for-one exchange).
- 41  
42 a. All medical equipment shall be in good repair and in working and safe order at  
43 all times.
- 44  
45 D. Contractor shall maintain a surplus of all required supplies sufficient to sustain  
46 operations for a minimum of fourteen (14) days.
- 47  
48 a. Contractor shall ensure that each ambulance is equipped with appropriate  
49 emergency communication and alerting devices. Every ambulance shall include



1 the ability to communicate at all times and locations with NETCOM, Base  
2 Hospitals, other hospitals, fire agencies, and public safety agencies. Contractor  
3 shall ensure that each ambulance unit utilized in the performance of services  
4 under this Agreement is equipped with emergency alerting devices capable of  
5 being used to notify ambulance employees of response need; and radio  
6 communications equipment compatible with NETCOM communications  
7 equipment sufficient to meet or exceed the requirements of County Policies and  
8 Procedures.

- 9
- 10 E. Controlled Substances – The Contractor shall be authorized to carry and have  
11 controlled substance policies and procedures, consistent with Drug Enforcement  
12 Administration (DEA) requirements, to govern the storage, inventory, accountability,  
13 restocking, and procurement of controlled drugs and substances permitted by the  
14 County to be carried and utilized in the provisions of ALS by paramedics.
- 15
- 16 a. The EMS Medical Director and Contract Administrator shall approve all  
17 controlled substance policies and procedures.
- 18
- 19 b. Any incident of non-compliance with controlled substance policies and  
20 procedures shall be reported immediately to the Contract Administrator.
- 21
- 22 F. Safety – Contractor shall provide employees with training and equipment necessary to  
23 ensure protection from illness or injury while performing their duties.
- 24
- 25 G. Vehicle Maintenance Program – Contractor’s vehicle maintenance program shall be  
26 designed and conducted so as to achieve the highest standards of reliability appropriate  
27 to a modern emergency service.
- 28
- 29 a. Contractor shall maintain all of Contractor’s ambulances and vehicles.  
30 Ambulances and vehicles shall be kept in excellent working condition at all  
31 times. Any ambulance or vehicle with any deficiency that compromises, or may  
32 compromise, its performance, shall be immediately removed from service.
- 33
- 34 b. Contractor shall submit a vehicle maintenance program and locations of  
35 maintenance services in writing to the County at the start of the contract, and  
36 within 15 days of any change to the maintenance program or location of  
37 maintenance services.
- 38
- 39 c. Appearance of vehicles shall be excellent. Contractor shall repair all damage to  
40 ambulances in a timely manner.

#### 41

#### 42 **4.4 Disaster Preparedness**

#### 43

- 44 A. Disaster Plan – The Contractor shall have a plan for the immediate recall of employees  
45 to staff units during multi-casualty situations, times of peak overload, or declared  
46 disaster situations. This plan shall include the ability of the Contractor to contact and  
47 alert off-duty employees and describe expectations for their response. Contractor shall  
48 participate in training programs and exercises designed to upgrade, evaluate, and  
49 maintain readiness of the system’s disaster and multi-casualty response system.

1  
2 To the extent that Contractor has units available, but consistent with its primary  
3 responsibility to provide ambulance and Emergency Medical Services (EMS) in the  
4 County, Contractor, with County approval, shall render immediate “instant aid” and  
5 “mutual aid” to those providers of EMS operating within adjacent areas in order to  
6 ensure that timely EMS are rendered to persons in need of such services within those  
7 areas.  
8

9 B. Disaster Planning – Contractor shall actively participate with the County in disaster  
10 planning. Contractor shall designate a representative who shall regularly attend disaster  
11 preparedness meetings as designated by the Contract Administrator, and shall be the  
12 liaison for disaster activities with the County and with other agencies. The Contractor  
13 shall provide field employees and transport resources for participation in any County  
14 disaster drill in which the County disaster plan/multi-casualty incident plan is tested.  
15

16 C. Disaster Response – If a disaster occurs, the County may suspend normal operations  
17 and the Contractor shall respond in accordance with the County’s disaster plans and  
18 EMS System MCI policies. The following provisions may apply, as determined by the  
19 Contract Administrator, during and after a disaster:  
20

- 21 1. During such periods, the Contractor may be released, at the reasonable  
22 discretion of the Contract Administrator, from response time performance  
23 requirements for all responses, including late responses. At the scene of such  
24 disasters, Contractor’s employees shall perform in accordance with the County  
25 disaster plan.  
26
- 27 2. When disaster response has been terminated, the Contractor shall resume  
28 normal operations as rapidly as is practical considering exhaustion of  
29 employees, need for restocking, and other relevant considerations and shall  
30 keep the Contract Administrator informed of factors that limit Contractor’s  
31 ability to resume normal operations.  
32

33 During the course of a disaster, the Contractor shall use its best efforts to maintain emergency  
34 service throughout the County and shall suspend or ration non-emergency transport work as  
35 necessary.

- 36 3. The County shall assist the Contractor in seeking reimbursement for its costs  
37 for any disaster relief monies. Such assistance shall be limited to processing  
38 claims for reimbursement equal to 100% of the direct cost of the services, or  
39 the allowable standby charge provided for herein, whichever is greater. The  
40 County shall have the obligation to promptly reimburse the Contractor for any  
41 State funds issued to the County for said disaster.  
42

#### 43 **4.5 System Committee Participation**

44

45 Contractor shall designate appropriate employees to participate in committees that have a  
46 direct impact on EMS for the County.  
47  
48  
49

1 **4.6 Community Education/Prevention**  
2

3 Contractor shall participate in the EMS system’s public education and information program  
4 including press relations, explanations regarding rates, regulations and system operations,  
5 increasing public awareness and knowledge of the EMS system, injury/mortality  
6 prevention/reduction, and general health and safety promotion.  
7

8 Contractor is encouraged to offer a variety of public education programs, including, but not  
9 limited to, EMS system use, citizen CPR, disaster preparedness, injury prevention, seat belt  
10 and helmet use, and infant/child car seats. Other appropriate activities might include blood  
11 pressure screening, speaking to community groups, and programs for school children and  
12 adolescents. Providing ambulance standby at events may constitute community education  
13 when Contractor is also spending a significant amount of time providing educational  
14 opportunities during the event. Contractor shall work collaboratively with other public safety  
15 and EMS related groups such as the American Heart Association, the American Red Cross,  
16 and health care organizations to plan and provide public education programs.  
17

18 Contractor shall present or participate in community education programs described above or  
19 other programs emphasizing health and prevention, as well as access to the EMS system no  
20 less than twelve (12) hours per month measured quarterly (36 hours per quarter). When  
21 requested by the Contract Administrator, Contractor shall provide County a report outlining  
22 all community education activities over the preceding twelve (12) month period. The final  
23 determination as to whether an event qualifies as a community education activity shall be made  
24 by the Contract Administrator.  
25

26 **4.7 Innovation**  
27

28 Future changes in healthcare practices and reimbursements are likely, but unpredictable. As  
29 such, the Contractor and County must work together to improve the prehospital care provided  
30 during the term of this Agreement. As such, the Contractor agrees to work with the County to  
31 implement new industry best practices and programs to this end. The County agrees that any  
32 changes affecting the Contractor’s revenue shall result in a “net zero” impact to the profit  
33 margin. That is, any increase or decrease in revenue caused by innovation shall have a  
34 corresponding change in ambulance base rates, response time/zone standards, or other system  
35 factors to ensure no gain/loss to the Contractor.  
36

**SECTION 5  
PERSONNEL**

**5.1. Clinical and Staffing Standards**

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 Contractor in the performance of work under this Agreement shall be competent and holders of appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession. Contractor shall be held accountable for its employees' licensure, performance and actions. Patient's privacy and confidentiality shall be protected. Employees shall follow all Federal, State, and local policies and regulations regarding the protection of patient's privacy.

A. Ambulance Staffing – Contractor shall, at all times, staff each ambulance with at least one person who is licensed in the State of California and accredited in Santa Cruz County as an Emergency Medical Technician-Paramedic (“EMT-P”) and one person who is licensed in the State of California and accredited in Santa Cruz County as an Emergency Medical Technician (“EMT”), as those terms are defined in the California Health and Safety Code and the California Code of Regulations. Prior to December 31, 2019, Contractor shall provide for Contract Administrator approval, a plan to promote and recognize employees with bilingual skills, especially Spanish.

If approved by the Contract Administrator, Contractor and Subcontractors may staff ambulances at a BLS level with at least two persons who are certified in the State of California as an Emergency Medical Technician (“EMT”), as that term is defined in the California Health and Safety Code and the California Code of Regulations.

B. Contractor shall track and report employee turnover rate as required by the Santa Cruz County Transport Report Card, or as requested by the Contact Administrator, using the following table and descriptions:

Sample Worksheet					
	Voluntary To Fire	Voluntary to other	Lay Offs	Total losses	FTE's expected
Mgr/Sup					
FT Medics					
PT Medics					
FT EMTs					
PT EMTs					
			Total	Sum Total Losses	Calc %

Turnover rate is calculated by taking the number of separations during a month (a), divided by the average number of employees (budgeted headcount or what should be

1           staffed) for the same period (b) for the Santa Cruz County operation.

- 2
- 3           1. Turnover Rate Percentage = # of Separations/Fully staffed headcount
- 4
- 5           2. Turnover includes: All voluntary separations (i.e. Resignation, Retirement,
- 6           Transfer, and Layoff terminations). The County recognizes that turnover to
- 7           fire departments is a natural career path choice and will not punish the
- 8           provider for this type of turnover.
- 9

10       **C. Management and Supervision**

- 11
- 12           1. Contractor shall provide the management employees necessary to administer
- 13           and oversee all aspects of emergency ambulance service including oversight of
- 14           subcontracts.
- 15
- 16           2. There shall be one (1) Field Supervisor on duty within the County at all times.
- 17           The Field Supervisor will be a currently licensed paramedic with current
- 18           accreditation in Santa Cruz County. The Field Supervisor will supervise
- 19           Contractor's employees, ambulance deployment and operations and will be
- 20           available as a resource to the County and to Subcontractors in the provision of
- their deployment and performance.
- 21
- 22           3. The parties acknowledge that EMS services may be provided by multiple
- 23           agencies and, consequently, a high level of intensive quality improvement and
- 24           oversight activities are necessary. In addition, the parties acknowledge that this
- 25           is a complex system which consists of the provision of services by an
- 26           emergency response team that arrive in different vehicles and who are
- 27           employed by different employers and, consequently, the system will require
- 28           adequate oversight, coordination and facilitation by the Contractor,
- 29           Subcontractor's and County in order to function seamlessly and effectively. The
- 30           Field Supervisor will maintain close contact with on-duty supervisory
- personnel at NETCOM and the first responder agencies whenever necessary.
- 31
- 32           4. In addition to responding to the needs of the Contractor's and Subcontractor's
- 33           employees, the Field Supervisor shall immediately respond at all times to any
- 34           request by the County or public safety personnel and shall be authorized to act
- on behalf of the Contractor.
- 35
- 36           5. The Field Supervisor job description shall require being in the field
- 37           communicating, educating, observing, outreach to first responders and
- 38           hospitals, and running calls with EMS crews at least 50 percent of their active
- 39           work hours on average. As examples: for a Field Supervisor working a 24-hour
- 40           shift, this means a minimum of eight hours of the shift on average is spent being
- 41           in the field. For a Field Supervisor working a 12-hour shift, this means a
- minimum of six hours of the shift on average is spent being in the field.
- 42
- 43           6. The Field Supervisor shall not be assigned an ambulance shift or to staff an
- 44           ambulance except when not normally scheduled to a supervisory shift or in rare
- 45           circumstances (e.g., for example, covering for an employee who goes home in
- the middle of a shift due to injury, a family emergency, or fatigue issue briefly

1 until relief staff is available would be acceptable).

2  
3 D. Required Certifications – All ambulance employees shall be currently certified to the  
4 standards established by LEMSA policies and procedures.

5  
6 E. Infrequent-Use Skills Refresher – EMT-Ps accredited in the County shall regularly  
7 practice skills and use of medications listed in the County’s scope of practice for EMT-  
8 P, prior to performing these skills on patients in the field setting. Annually, the  
9 Prehospital Advisory Committee (PAC) approves a list of infrequently used skills that  
10 are to be refreshed by EMT-P’s and EMT’s. A minimum of four (4) hours each year  
11 shall be allocated for each responder to refresh infrequently used skills identified by  
12 PAC. Contractor shall be responsible for ensuring that employees regularly complete  
13 this training and annual refresher courses.

14  
15 Orientation of New Employees – Contractor shall ensure that field employees are  
16 properly oriented before being assigned to respond to emergency medical requests.  
17 The orientation shall include, at a minimum, EMS system overview; EMS policies  
18 and procedures; radio communications with and between the Contractor, base  
19 hospital, receiving hospitals, and NETCOM; map reading skills (including key  
20 landmarks), routes to hospitals and other major receiving facilities, emergency  
21 response areas within the county and in surrounding areas; and ambulance equipment  
22 utilization and maintenance, in addition to Contractor’s policies and procedures.  
23 Contractor shall be responsible for ensuring that this standard is met. Prior to start  
24 date, Contractor shall submit a new employee orientation program for approval by the  
25 Contract Administrator, which shall not be unreasonably withheld. Contractor shall  
26 notify Contract Administrator in writing of any changes made to program and will  
27 submit a report listing all new employee orientation activities when requested by the  
28 Contract Administrator.

29  
30 F. In-Service Training, Continuing Education and Driver Training – Contractor shall have  
31 a program for ensuring employees are prepared to respond to emergency requests  
32 through in-service training, continuing education (CE) and Driver Training. Contractor  
33 shall list offerings during the previous year when requested by the Contract  
34 Administrator.

35  
36 G. Preparation for Multi-Casualty Response – Contractor shall ensure that all ambulance  
37 employees/supervisory staff are trained and prepared to assume their respective roles  
38 and responsibilities under the County Multi-Casualty Medical Incident Response Plan  
39 (MCIP), the County Disaster Plan, and Active Shooter/Hostile Events (ASHE)  
40 education and training. At a multi-casualty scene, Contractor’s employees shall  
41 perform as part of the Incident Command System (ICS) structure and in accordance  
42 with Standardized Emergency Management System (SEMS) legislation. Contractor  
43 shall ensure that all ambulance employees/supervisory staff have a minimum of ICS  
44 100 training.

45  
46 H. Clinical Report Card – The Medical Director will work with Contractor to develop a  
47 Report Card that is reflective of key clinical metrics for use in benchmarking and  
48 improving the system. The Report Card is not meant to be punitive in nature, but to  
49 offer feedback on skills, protocol compliance and other metrics and direction for

1 training and skills development. The initial Report Card will be provided to the  
2 Contractor no fewer than 90 days prior to the start of the contract. Changes to the  
3 Report Card will be made with Contractor input to ensure accuracy of reporting.  
4 Disagreements as to the measurements on the Report Card will be appealed to the  
5 Contract Administrator for resolution.  
6

## 7 **5.2. Compensation/Working Conditions for Employees**

8

- 9 A. Work Schedules and Conditions – At least fifty-one percent (51%) of the employees  
10 who are regularly scheduled to staff Contractor ambulances shall be full-time  
11 employees. Contractor shall utilize reasonable work schedules and shift assignments to  
12 provide reasonable and safe working conditions for ambulance employees. Contractor  
13 is encouraged to employ paramedics credentialed within the County but also employed  
14 with other organizations (such as firefighters/paramedics). Contractor shall ensure that  
15 ambulance employees working extended shifts, part time jobs, voluntary or mandatory  
16 overtime, are not fatigued to an extent which might impair their judgment or motor  
17 skills. Contractor shall demonstrate that these employees are provided sufficient rest  
18 periods and time off to ensure that they remain alert and well-rested during work  
19 periods. As examples, staff shall be scheduled with at least eight hours of rest time or  
20 time off between regularly scheduled 24-hour shifts, and no employee shall work more  
21 than 48 hours without at least 12 consecutive hours of rest time or time off.  
22
- 23 B. Compensation/Fringe Benefits – The County expects the Contractor to provide  
24 reasonable compensation and benefits in order to attract and retain experienced and  
25 highly qualified employees. Wages and benefits for employees shall be in accordance  
26 with the schedule in the applicable collective bargaining agreement(s). The County  
27 encourages the Contractor to establish creative programs that result in successful  
28 recruitment and retention of employees.  
29
- 30 C. New Employee Recruitment and Screening Process – Contractor shall operate a  
31 comprehensive program of employee recruitment and screening designed to attract and  
32 select field employees.  
33
- 34 D. Employee Records – Contractor shall maintain current records related to paramedic  
35 and EMT licensing, accreditation, certification, and continuing education. Contractor  
36 shall quarterly provide County with a list of EMT-P and EMT's currently employed by  
37 the Contractor. Information shall include, but not be limited to, name, and California  
38 paramedic license or EMT certification number. Information necessary to keep this list  
39 current shall be updated at least quarterly consistent with the ongoing reporting  
40 schedule in **Exhibit E**.  
41
- 42 E. Critical Incident Stress Debriefing – The nature of work in EMS produces stress in  
43 providers. The County prefers a Critical Incident Stress Debriefing (CISD) program  
44 that is integrated with programs used by other County prehospital personnel. Contractor  
45 shall maintain a critical incident stress-debriefing program and an on-going stress  
46 reduction program for its employees.  
47

## 48 **5.3. Safety and Infection Control**

49

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

7  
8 B. Contractor shall, upon request, furnish documentation satisfactory to County's Health  
9 Officer, of the absence of tuberculosis disease for any employee who provides services  
10 under this Agreement.

11  
12 C. Contractor shall, upon request, furnish County a copy of any policies and procedures  
13 applicable to Communicable Disease and any changes to those policies throughout the  
14 term of this Agreement.

15  
16 **5.4 High System User Diversion Coordinator**

17  
18 A. Contractor shall hire one full-time employee (1.0 FTE) to support the reduction of  
19 unnecessary transports, calls, and emergency department visits for frequent users of the  
20 9-1-1 system. Contractor will work with County to develop and write a program plan  
21 to address high system users which must be approved by County prior to  
22 implementation. A vehicle stocked with appropriate equipment will be available for the  
23 employee to use. In order to maximize engagement with County's social services and  
24 other support agencies, the employee's physical work location may be based at the  
25 LEMSA, as required by the Contract Administrator. The County shall provide a  
26 dedicated work space and support engagement with all Health Service Agency staff to  
27 reduce the impact of high system users within the Santa Cruz County 9-1-1 system.  
28 This employee will also be expected to support other innovative programs developed  
29 as described in Section 4.7.  
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## SECTION 6 QUALITY/PERFORMANCE

### 6.1. Continuous Quality Improvement Program

A. Continuous Quality Improvement Overview – Contractor shall establish a comprehensive continuous quality improvement (CQI) program approved by the County designed to interface with County’s evolving CQI program, including participation in system related CQI activities. The Contractor’s CQI 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 CQI 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 services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.

Prior to commencing operations, Contractor shall provide for Contract Administrator approval, a comprehensive CQI plan.

B. Clinical Education Coordinator/Manager – Contractor will employ a full time Coordinator/Manager, for the Santa Cruz division, to manage quality improvement, education, and training programs. This person will be the key clinical liaison to the Santa Cruz County EMS System, working with paramedic first responder agencies and County committees to ensure system clinical excellence. This person will be responsible for the coordination and execution of all clinical education and training programs for Contractor. The Contractor Transport Report Card shall identify and guide which areas require attention to improve patient care and safety.

C. Peer involvement – Contractor shall promote peer involvement throughout the EMS system, including Subcontractors. Their role and function will include such activities as setting and improving standards for performance and system improvement, acting in an advisory capacity to the Contractor to review prospective, compulsory, and continuing education programs, and developing and following up on individual field instruction and performance improvement plans. The Contractor shall support and participate in clinical improvements and quality initiatives that benefit patient care or otherwise benefit the EMS system.

D. Prehospital Care Reports – The EMS Medical Director shall identify a percentage of high acuity Prehospital Care Reports (PCRs) and percentage of remaining PCRs to be evaluated randomly each month by the Contractor’s Clinical Education Coordinator/Manager. The results of the PCR evaluation will be factored into the Contractor Report Card.

E. Inquiries and Complaints – Contractor shall provide prompt response and follow-up to inquiries and complaints.

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F. Unusual Occurrences and Complaints – Contractor shall complete a report to the Contract Administrator or her/his designee within 48 hours by all parties involved in an unusual occurrence.

The Contractor shall maintain a database of unusual occurrences (UOR) and service and billing complaints including tracking, trending and resolution. Billing complaints may be reported separately. Contractor shall provide a summary report to Contract Administrator of all complaints and UOR's consistent with the quarterly report schedule in **Exhibit E**. Clinical unusual occurrences/complaints and non-clinical unusual occurrences/complaints will be tracked separately and reported as required in **Exhibit E**.

Contractor shall immediately notify the Contract Administrator of known potential violations of the California Health and Safety Code, California Code of Regulations Title 22, or local LEMSA policies and procedures.

G. Customer Survey – Contractor shall hire an independent, third-party provider to administer customer evaluation surveys (for example, EMS Survey Team). The Contract Administrator shall identify the percentage of transported patients who should receive a survey. All patients not transported who completed against medical advice or release at scene paperwork shall be included when demographic information is successfully captured. The survey provider shall have an established model with standardized questions and existing clientele to benchmark Contractor's results, which may also include questions related to sub-contractor performance.

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## SECTION 7 DATA AND REPORTING

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

Contractor and Subcontractors shall utilize County's electronic system for patient care reporting and shall complete PCRs according to County policy. The County shall provide and maintain the data system software.

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

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

The database system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for the patient (e.g., automated dispatch system call number), automated dispatch system information for the response, prehospital personnel for the response, patient information (e.g., name, address, insurance), patient history and physical findings, treatment rendered, disposition, emergency department outcome information. Contractor shall comply with the requirements for the PCR as identified in County Policy.

The central repository for EMS data shall be at the LEMSA office. Records contained within the database shall be secure and confidential. Access to actual database records shall be restricted to select entities (e.g., EMS program staff, Contractor's CQI designated employees).

In order to facilitate Contractor's use of prehospital data for quality improvement and research purposes, County will provide Contractor Open Database Connectivity (ODBC) access with read-only permission and will supply a data dictionary, preferably using standard data definition language (DDL) or in best form subject to the limitations of the CACHE SQL capabilities. Best effort will be made by the County to provide access within 30 days of contract implementation.

### **7.3 Prehospital Care Reports**

Contractor and Subcontractors shall complete appropriate documentation and PCRs according to County Policy.

### **7.4 Audits and Inspections**

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives, including LEMSA representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit all contracts (including collective bargaining agreements), invoices, materials, payrolls, inventory records, records of employees (with the exception of confidential employees records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by this contract.

1 County representatives, may, at any time, and without notification, directly observe  
2 Contractor's operation, ride as "third person" on any of the Contractor's ambulance units,  
3 provided however, that in exercising this right to inspection and observation, such  
4 representatives shall conduct themselves in a professional and courteous manner, shall not  
5 interfere in any way with Contractor's employees in the performance of their duties, and shall,  
6 at all times, be respectful of Contractor's employer/employee relationship.

7  
8 The County's right to observe and inspect Contractor's business office operations or records  
9 shall be restricted to normal business hours, except as provided above.

10  
11 **7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191**

12  
13 The County and Contractor shall enter into a Business Associate Agreement, as shown in  
14 Exhibit M, incorporated in this Contract in order to comply with the Health Insurance  
15 Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq.,  
16 and regulations promulgated thereunder, governing protected health information.  
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## SECTION 8 SUBCONTRACTS

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### 8.1 General Subcontracting Provisions

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

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- A. Any transport or related clinical services subcontract, which is in excess of one thousand dollars (\$1,000), shall have prior approval of the Contract Administrator.
  - B. Contractor shall provide, upon request of County, copies of all subcontracts relating to this Agreement entered into by Contractor.
  - C. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
  - D. Nothing in the Agreement, or in any Subcontract, shall preclude LEMSA staff from monitoring the EMS activity of any Subcontractor.
  - E. There shall be a section in each subcontract requiring prior approval from the County before any subcontract may be modified.
  - F. The Contractor shall assure that the Subcontractors cooperate fully with the LEMSA.
  - G. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement will prevail in all cases.

### 8.2 Relationships and Accountability

Should the Contractor utilize one or more Subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek approval of the subcontract(s) from the 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 or 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 LEMSA in monitoring compliance of Subcontractors with contractual and system standards.

1 **8.3 Performance Criteria**

2  
3 All Subcontractors will be held to the same performance criteria as the primary Contractor,  
4 with respect to quality improvement activities, medical control, continuing education, and  
5 liquidated damages for non-compliance.

- 6  
7 A. The Contractor shall ensure that Subcontractors pay liquidated damages for response  
8 time Outliers according to the terms of this Agreement as described in Section 10.5.  
9  
10 B. Subcontracts shall provide that paramedics and EMTs shall work cooperatively and  
11 supportively in the provision of care by the Contractor on-scene, and shall if requested  
12 by Contractor employees, assist in providing care enroute to the hospital.  
13

14 **8.4 Funding for First Response**

- 15  
16 A. ALS First Responder Program Funding. Contractor shall pay Subcontractors in  
17 accordance with Section 8.4 (C) below for the ALS First Responder Program Services  
18 to be provided by Subcontractors under this Agreement. Payment for any other services  
19 to be rendered by Subcontractors under this Agreement shall be made in accordance  
20 with the terms of that Agreement, or by separate agreement between Subcontractors  
21 and Contractor and approved by County.  
22  
23 B. Funding Mechanism for ALS First Responders. The parties acknowledge their  
24 understanding that the funding (hereinafter referred to as the Cost Differential) set forth  
25 in Section 8.4(C) below was determined based on a mechanism developed after a  
26 careful review and objective analysis of the actual and potential costs of providing  
27 service(s) at level(s) determined by the County. The parties acknowledge that the  
28 compensation to be provided to Subcontractors for service under this Agreement is the  
29 lesser of the Cost Differential compared to the Subcontractor's costs and is intended to  
30 be based on the cost that Contractor would bear if it provided service at the level  
31 determined by the County, in the absence of this Agreement. Accordingly, the parties  
32 stipulate and agree that the compensation specified within this Agreement is the sole,  
33 complete and total amount of compensation to be provided by Contractor to  
34 Subcontractors for the delivery of EMS first responder services under this Agreement  
35 and the necessary elements of production whereby those services are provided, by  
36 Subcontractors, as defined therein. This provision relating to funding for ALS First  
37 Response applies only to Subcontractor agencies that provide paramedic first response.  
38  
39 1. Under no circumstances will Contractor compensate Subcontractors in excess  
40 of the cost to the Subcontractors to provide first responder services or in excess  
41 of the Contractor's Cost Differential, as defined hereinafter, to provide ALS  
42 First Response with in-house resources.  
43  
44 2. If any Subcontractor Agency wishes to terminate its subcontract for first  
45 responder services, Contractor and Contract Administrator must receive such  
46 notice at least six (6) months prior to termination.  
47  
48 3. If a change to the Cost Differential is requested, on or before the Agreement  
49 annual renewal Subcontractors shall submit a proposed ALS First Responder

1 Program budget for the forthcoming fiscal year to Contractor and Contract  
2 Administrator and shall notify Contractor and County if it is seeking to change  
3 the number of first responder agencies that receive funding. Upon any change  
4 in Cost Differential approved by the Contract Administrator, Subcontractors  
5 shall inform Contract Administrator that the funding received for first responder  
6 services did not exceed the cost to the ALS First Responder Agency to provide  
7 ALS First Responder Services during the prior fiscal year. Further, the  
8 Contractor shall similarly inform the Contract Administrator that the amount of  
9 first responder funding paid to Subcontractors did not exceed Contractor's Cost  
10 Differential to provide those services. Contractor and Subcontractors shall  
11 provide documentation to support the certification of costs as requested by the  
12 County.

- 13
- 14 4. During the term of this Agreement, Contractor shall provide to Contract  
15 Administrator, as part of Contractor's submission of its proposed budget for the  
16 upcoming fiscal year, a good faith estimate, revised if necessary after due  
17 consideration of termination notices received from Subcontractors, of the Cost  
18 Differential to provide first responder services in the subsequent year.
  - 19
  - 20 5. All subcontracts and amendments to subcontracts must be approved by the  
21 County prior to implementation. No agency may provide first responder  
22 transport or non-transport paramedic services within the County during the term  
23 of this Agreement, except pursuant to a subcontract and/or other ALS  
24 agreement approved by the County.

25

26

27

28 C. Base Funding. Contractor shall pay the sum of \$320,000 to Subcontractors annually,  
29 for ALS First Responder Services performed under this Agreement, subject to  
30 adjustment as set forth in Section 8.4 (B)(5) above.

- 31
- 32 1. Payments shall be made based upon the terms established between the  
33 Contractor and Subcontractors.
  - 34
  - 35 2. All payments shall be subject to penalty offset and adjustment, when  
36 appropriate, as negotiated with the Contractor and set forth above.
- 37

**SECTION 9**  
**ADMINISTRATIVE REQUIREMENTS**

**9.1 Performance Security**

Prior to commencement of operations, under the terms and conditions of this Agreement, Contractor shall obtain and maintain throughout the term of this Agreement, a performance security in the amount of \$500,000 in one of the following methods acceptable to the County.

- A. A performance bond issued by an admitted surety licensed in the State of California, and acceptable to County Counsel, provided that the language of such performance bond shall recognize and accept the contract's requirements for immediate release of funds to the County upon determination by the County that it has terminated the contract and all terms hereunder, as a result of the fact that 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 bonding company shall be initiated and resolved only after release of the performance security funds to the County; or
- B. An irrevocable letter of credit issued by a bank or other financial institution acceptable to the County in a form acceptable to County Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the County upon termination of the contract and all terms hereunder, as a result of the fact that 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; or
- C. A combination of the above methods that is acceptable to the County.

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

**9.2 Insurance**

Contractor shall provide proof of a policy of insurance satisfactory to the County Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements set forth hereinafter. In addition, where Contractor authorizes its members to provide services specified under this Contract, Contractor shall ensure either that Contractor's policy of insurance names the Member Agencies as an additional, named insured for the purposes of this Contract, or alternatively, that the Member Agencies provide proof of a policy of insurance meeting all of the following requirements and naming the County as an additional insured for the purposes of rendering services as



1 Contractor's subcontractor under this Contract:

- 2
- 3 A. Full Worker's Compensation and Employers' Liability Insurance covering all  
4 employees and subcontractors of Contractor as required by law in the State of  
5 California.
- 6
- 7 B. Commercial General Liability Insurance coverage at least as broad as the most recent  
8 ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and  
9 \$10,000,000 umbrella policy, including coverage for: (a) products and completed  
10 operations, (b) bodily and personal injury, (c) broad form property damage, (d)  
11 contractual liability, and (e) cross-liability.
- 12
- 13 C. Automobile Liability Insurance of not less than \$5,000,000 is required on owned, hired,  
14 leased and non-owned vehicles used in connection with Contractor's business.
- 15
- 16 D. Professional liability (for example, malpractice insurance) is required with a limit of  
17 liability of not less than \$5,000,000 per occurrence.
- 18
- 19 E. Cyber Liability is preferred with a limit of liability of not less than \$2,000,000.
- 20
- 21 F. Contractor shall furnish a certificate of insurance satisfactory to the County Risk  
22 Management Division as evidence that the insurance required above is being  
23 maintained.
- 24
- 25 G. The insurance shall be issued by an insurance company acceptable to the County Risk  
26 Management Division or be provided through partial or total self-insurance likewise  
27 acceptable to the County Risk Management Division.
- 28
- 29 H. Contractor agrees that the insurance required above shall be in effect at all times during  
30 the term of this Contract. In the event said insurance coverage expires at any time or  
31 times during the term of this Contract, Contractor agrees to provide at least thirty (30)  
32 days prior to said expiration date, a new certificate of insurance evidencing insurance  
33 coverage as provided for herein for not less than the remainder of term of the Contract,  
34 or for a period of not less than one (1) year. New certificates of insurance are subject  
35 to the approval of the County Risk Management Division, and Contractor agrees that  
36 no work or services shall be performed prior to the giving of such approval. In the event  
37 Contractor fails to keep in effect at all times insurance coverage as herein provided,  
38 County may, in addition to any other remedies it may have, terminate this Contract  
39 upon the occurrence of such event.
- 40
- 41 I. The certificate of insurance must include the following provisions stating that:
- 42 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior  
43 written notice to County, and;
- 44 2. The County, its officers, officials, employees, and volunteers are included as  
45 additional insured, but only insofar as the operations under this Contract are  
46 concerned. This provision shall apply to all liability policies except worker's  
47 compensation and professional liability insurance policies.

- 1 J. Contractor's insurance coverage shall be primary insurance as respects the County, its  
2 officers, officials, employees and volunteers. Any insurance or self-insurance  
3 maintained by the County, its officers, officials, employees or volunteers shall be in  
4 excess of Contractor's insurance and shall not contribute with it.  
5
- 6 K. Any deductibles or self-insured retentions must be declared to and approved by the  
7 County, either: the insurer shall reduce or eliminate such deductibles or self-insured  
8 retentions as respects the County, its officers, officials, employees, and volunteers; or  
9 Contractor shall procure a bond guaranteeing payment of losses and related  
10 investigations, claim administration and defense expenses.  
11
- 12 L. Any failure to comply with the reporting provisions of the policies shall not affect  
13 coverage provided to the County, its officers, officials, employees or volunteers.  
14
- 15 M. The insurance companies shall have no recourse against the County, its officers and  
16 employees or any of them for payment of any premiums or assessments under any  
17 policy issued by any insurance company.  
18
- 19 N. Contractor's obligations shall not be limited by the foregoing insurance requirements  
20 and shall survive expiration of this Contract.  
21
- 22 O. In the event Contractor cannot provide an occurrence policy, Contractor shall provide  
23 insurance covering claims made as a result of performance of this Contract for not less  
24 than three (3) years following completion of performance of this Contract.  
25
- 26 P. Certificate of insurance shall meet such additional standards as may be determined by  
27 the contracting County Department either independently or in consultation with the  
28 County Risk Management Division, as essential for protection of the County.  
29

### 30 **9.3 Business Office, Billing and Collection System**

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32 Contractor shall utilize a billing and collections system which minimizes the effort required by  
33 patients to obtain reimbursement from third party sources for which they may be eligible, and  
34 is capable of electronically filing Medicare and Medi-Cal billing claims.  
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## SECTION 10 FISCAL REQUIREMENTS

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### 10.1 General Provisions

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- 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 Contract will be January 1st to December 31st.
  - 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 their designee access to all records for analytical purposes.
  - E. Definitions and formulas pertinent to this section are found in **Exhibit L**.

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### 10.2 Billing and Collections

- A. Rates – Approved rates beginning on the Contract start date are located in **Exhibit F**.
- B. Rate Adjustment – Contractor may request a rate increase during the Annual Budget process. County shall grant annual increases to the base rate, mileage, and oxygen equal to the Medical CPI averaged over the most recent three years, multiplied by 1.75, with a minimum increase of 5% and a maximum of 9%. Any request must be received at least 90 days prior to effective date of implementation of the increase.

Mid-cycle rate adjustments to the ambulance rates will be allowed for decreases in revenue due to the Centers for Medicare and Medicaid Services (CMS), payor mix changes, collection change outside the control of the Contractor, etc. The Contract Administrator may approve mid-cycle rate adjustments of up to three percent (3.0%). Any increase above three percent/CPI must be approved by the Board of Supervisors.

Contractor's annual Profit shall be capped at seven percent (7.0%) of Net Revenue in any fiscal year covered by this Contract ("Profit Cap"). If, at the end of any fiscal year, the Profit Cap is exceeded, Contractor shall reduce EMS System costs by delaying the next annual rate increase by an amount equal to the excess profit. Such reduction shall be made during the fiscal year immediately following the year in which the Profit Cap was exceeded. Examples of other ways to abate the excess profit may include, but are not limited to, increases in training, addition of administrative staff or unit hours, purchasing of equipment, as approved by the County and confirmed in writing by the Contract Administrator.

1 C. Billing and Revenue

- 2
- 3 1. Contractor agrees to bill all transports and medical care without discount of
- 4 County approved rates except as provided herein.
- 5
- 6 2. Contractor agrees that all revenue generated using personnel or equipment
- 7 expensed as described in this Agreement will be credited to Santa Cruz County
- 8 revenues.
- 9

10 D. Compassionate Care Screening – in keeping with a commitment to meet the needs of

11 the community, Contractor shall extend discounts in the form of a compassionate care

12 allowance to those patients who have demonstrated an inability to pay for emergency

13 medical transportation services. Contractor shall maintain a procedure, approved by the

14 Contract Administrator, which provides administrative guidelines and a sliding scale

15 of eligibility for screening such patients. Screening for eligibility shall be determined

16 through a formula that considers annual gross income, out-of-pocket medical expenses

17 and size of patient’s immediate family. The current eligibility criteria are shown in

18 **Exhibit G.**

19

20 E. Medicare – Contractor shall accept Medicare and Medi-Cal assignment.

21

22 **10.3 Profit**

23

- 24 A. Annual Profit – Contractor shall abide by the Profit Cap described in Section 10.2(B).
- 25
- 26 B. General Administration and Indirect Expenses Cap – Allowable General
- 27 Administration and Indirect Expenses will be the actual cost or up to a maximum of
- 28 13% of direct expenses as defined in **Exhibit L.**
- 29

30 **10.4 Reporting Responsibilities**

31

- 32 A. Annual Budget – By January 31st of each year and consistent with the timeline shown
- 33 in Exhibit H, Contractor will submit an annual budget to the Contract Administrator.
- 34
- 35 B. Quarterly Reports – Before the end of the following month of each quarter and
- 36 consistent with the timeline shown in **Exhibit H**, Contractor shall submit quarterly
- 37 and year-to-date revenue and expenditure totals by account (“System Statement of
- 38 Operations”), At the same time, Contractor shall also submit a Closed Claim Report.
- 39
- 40 C. Year-End Financial Report – within one-hundred and twenty (120) days of each
- 41 Contractor fiscal yearend and consistent with the timeline shown in **Exhibit H**,
- 42 Contractor shall submit to the Contract Administrator and the County Auditor-
- 43 Controller:
- 44 1. An annual statement of revenue and expenditure totals by account in accordance
- 45 with the terms of this contract.
- 46 2. Complete audited financial statements report of the local operation to include:
- 47 a. A balance sheet, statement of revenues and expenses, and any other

- 1 statements and disclosures required in accordance with generally  
 2 accepted accounting principles (GAAP).  
 3 b. A report on Contractor's compliance with specified provisions of the  
 4 agreement (See **Exhibit K**).  
 5 c. A management letter from the independent auditor.
- 6 3. Additional information may include, as requested by contract administrator:  
 7 a. Reconciliation of differences between internal and external reports.  
 8 b. Contractor's general ledger for local operations.  
 9 c. Accounts receivable activity, patient billings and detailed support for all  
 10 adjustments and write-offs.  
 11 d. Detailed information and support documentation for all financial  
 12 reports.  
 13 e. Detailed activity and accounting information and supporting  
 14 documentation for any revenue generated by employees and equipment  
 15 expended in this Agreement.  
 16 f. Other customary information or format as desired by the Contract  
 17 Administrator.  
 18 g. Audit: Contract Administrator will cause an audit to be completed  
 19 within ninety (90) days of receipt of the Year-End Financial Report.  
 20 County and Contractor agree that making timely requests and responses  
 21 for information is essential.  
 22

23 **10.5 Liquidated Damages, Fees and Relief**

- 24
- 25 A. Liquidated Damages – Contractor shall pay County \$750 for each ALS first response  
 26 or transport response that does not meet the response time standards defined as an  
 27 “Outlier”(i.e., an Outlier) including the Contractor's use of mutual aid and  
 28 Subcontractor resources within the County if not during a declared disaster or MCI, up  
 29 to a maximum of \$60,000 per year, paid as a maximum of \$15,000 per quarter. AMR  
 30 shall collect liquidated damages from Subcontractors as required. Each quarter in  
 31 which the Contractor fails to meet the 90.00 percent standard as described in Section  
 32 4.1 (C)(2), within any compliance zone the Contractor shall pay to the County \$500 in  
 33 liquidated damages for each one-tenth (1/10) of a percentage point by which the  
 34 Contractor's performance falls short of the 90 percent standard. Each period in which  
 35 the Contractor fails to meet the applicable response-time requirements, the County will  
 36 review the Contractor's SSP, unit-hour of production capacities, and/or other factors to  
 37 determine the causes of non-compliance.  
 38
- 39 B. Liquidated Damage Relief – For every quarter that the Contractor's Report Card  
 40 Compliance targets listed below, the County will reduce the total Liquidated Damages  
 41 payable by Contractor under this section, and any other Liquidated Damages for that  
 42 quarter by the percentage bonus listed below.  
 43

Report Card Compliance	Percentage of Reduction in Liquidated Damages
80-84.99	25%
85-89.99	50%

90-94.99	75%
95-100	100%

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C. **Payment Methodology** – County will make final liquidated damage determinations and invoice the Contractor (and the Contractor shall inform the Subcontractors) of the fines incurred on a quarterly basis. Contractor shall pay County all Contractor and Subcontractor liquidated damage assessments on a quarterly basis as follows:

Quarter	County Invoice Date	Liquidated Damages Assessment Due
October – December	February 1 <sup>st</sup>	March 1 <sup>st</sup>
January - March	May 1 <sup>st</sup>	June 1 <sup>st</sup>
April - June	August 1 <sup>st</sup>	September 1 <sup>st</sup>
July - September	November 1 <sup>st</sup>	December 1 <sup>st</sup>

D. **Startup Phase** – Payment of liquidated damages for response time performance shall be phased in during the first one-hundred eighty (180) days of this Agreement. Contractor shall pay fifty percent (50%) of the liquidated damages assessed to Contractor and Subcontractors in the first quarter are paid and seventy-five percent (75%) in the second quarter. After this phase in period, one-hundred percent (100%) of all liquidated damages assessed shall be paid. The greater discount of the startup phase and Contractor Report Cards, if available, will apply.

E. **Use of Liquidated Damage Monies** – Liquidated damage monies shall be expended in a manner that benefits the EMS system as determined in the sole discretion of the County. The Contract Administrator may seek recommendations from the EMCC prior to making the final determination.

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**SECTION 11**  
**GENERAL CONTRACT REQUIREMENTS**

**11.1 Contract Termination**

- A. Minor Breach –The County may impose a penalty, not to exceed five hundred (\$500.00) for each Minor Breach of this Agreement that has not been cured within thirty (30) days from date of official notice being given by the County or designee.

“Minor Breaches” shall be defined as failure to fulfill any of the terms and conditions of this Agreement, which do not amount to a “Major Breach,” as, that term is defined below.

Before penalties for Minor Breach are imposed, the Health Services Agency Administrator, or designee, shall give the Contractor written notice of the alleged Minor Breach and thirty days to cure the breach or otherwise respond to the allegations of breach.

- B. Termination for Cause – County may terminate this Agreement at any time for cause for Major Breach of its provisions affecting the public health and safety, consistent with the provisions herein.

“Major Breach” shall be defined as:

1. Failure of Contractor to operate its vehicles and EMS program in a manner which enables the County and the Contractor to remain in substantial compliance with the requirements of Federal, State, and local laws, rules and regulations.
2. Willful material falsification of information supplied by the Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and EMS program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to the contract;
3. Chronic or persistent failure of the Contractor’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
4. Failure to comply with the response time performance requirements for two quarters in any 12-month period, shall be a “Minor Breach” of this Agreement. Failure to comply with these response time performance requirements for three quarters in any 12-month period, shall be a “Major Breach” of this Agreement.
5. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein and accepted by the County;

- 1 6. Failure to participate in the established CQI program of the Santa Cruz County  
2 LEMSA, including, but not limited to investigation of incidents and  
3 implementing prescribed corrective actions;  
4
- 5 7. Failure to maintain equipment or vehicles in accordance with good maintenance  
6 practices, or to replace equipment or vehicles in accordance with Contractor's  
7 submitted and accepted Equipment Replacement Policy, except as extended use  
8 of such equipment is approved by the County as provided for herein;  
9
- 10 8. Chronic or persistent failure to comply with conditions stipulated by the County  
11 to correct any "Minor Breach" conditions;  
12
- 13 9. Failure of the Contractor to cooperate with and assist the County in the  
14 investigation or correction of any "Minor or Major Breach" of the terms of this  
15 Agreement;  
16
- 17 10. Failure by Contractor to cooperate with and assist the County in its takeover or  
18 replacement of Contractor's operations after a Major Breach has been declared  
19 by the County, as provided for herein, even if it is later determined that such  
20 default never occurred or that the cause of such default was beyond Contractor's  
21 reasonable control;  
22
- 23 11. Failure to assist in the orderly transition, or scaling down of services upon the  
24 end of this Agreement if a subsequent Agreement with Contractor is not  
25 awarded;  
26
- 27 12. Failure to comply with required payment of within thirty (30) days written  
28 notice of the imposition of such penalty;  
29
- 30 13. Failure to maintain in force throughout the term of this Agreement, including  
31 any extensions thereof, the insurance coverage required herein;  
32
- 33 14. Failure to maintain in force throughout the term of this Agreement, including  
34 any extensions thereof, the performance security requirements as specified  
35 herein;  
36
- 37 15. Willful attempts by Contractor to intimidate or otherwise punish employees  
38 who desire to interview with or to sign contingent employment agreements with  
39 competing Contractors during a subsequent bid cycle;  
40
- 41 16. Any willful attempts by Contractor to intimidate or otherwise punish or  
42 dissuade employees in cooperating with or reporting concerns, deficiencies,  
43 etc., to the Santa Cruz County LEMSA;  
44
- 45 17. Any other willful acts or omissions of the Contractor that endanger the public  
46 health and safety; and,  
47
- 48 18. Failure to prepare and submit the required Year End Financial Report, the  
49 independent audit and the management letter within thirty (30) days after the



1 due date; and,  
2

3 **D. Declaration of Major Breach and Takeover/Replacement Service** – If the County Board  
4 of Supervisors determines that a Major Breach has occurred, and that the nature of the  
5 breach is, in the County’s reasonable opinion, such that the breach constitutes a serious  
6 and immediate threat to public health and safety, and after Contractor has been given  
7 notice and reasonable opportunity to correct such deficiency, Contractor shall  
8 cooperate completely and immediately with the County to effect a prompt and orderly  
9 takeover or replacement by the County of Contractor’s Santa Cruz County operations.  
10

11 **E. Emergency Takeover/Replacement Service** -- Immediately upon notification by County  
12 that it has determined that a Major Breach has occurred and that said breach constitutes  
13 a serious and immediate threat to public health and safety as provided in subsection  
14 11.1 (D) above, all of the Contractor’s vehicles and related property, including, but not  
15 limited to, staff, medical equipment, supplies and facilities necessary for performance  
16 of services shall be deemed leased to the County until permanent disposition of the  
17 situation has been achieved. The Contractor shall promptly deliver such vehicles,  
18 equipment, supplies and facilities to the control of the County including, but not limited  
19 to, all front line and reserve vehicles used in Santa Cruz County, sites used to house  
20 equipment, staff, and communications equipment used in providing EMS services.  
21 Each ambulance shall be equipped, at a minimum with the equipment and supplies  
22 necessary for the operation of an ambulance in accordance with the County policies  
23 and procedures, and supplies shall include the supplies necessary for the minimum  
24 stocking levels of an ambulance.  
25

26 The Contractor shall be required to deliver the above delineated vehicles and equipment  
27 to the County in mitigation of any damages to the County resulting from Contractor’s  
28 breach. The County shall pay monthly rent to the Contractor equal to the fair market  
29 value for the use of the facilities, equipment or vehicles used in the performance of this  
30 Agreement as hereinafter defined. “Fair market value” shall be deemed to be equal to  
31 the aggregate monthly amount of the Contractor’s debt service for all facilities,  
32 equipment or vehicles used in the performance of this Agreement that are being  
33 financed to a purchase or lease schedule as documented by the Contractor at the  
34 Contract Administrator’s request, and verified by the County. Payments for use of  
35 Contractor’s other vehicles and equipment shall be based on the fair market value  
36 thereof, taking into account the age and condition of the items and using a monthly  
37 payment schedule that is based on an interest free amortization schedule for the then  
38 current anticipated useful life of the equipment which in no event shall be longer than  
39 the life remaining on the Contractor’s depreciation schedule determined in accordance  
40 with GAAP.  
41

42 The County shall disburse any payments that are made to either the Contractor or the  
43 Contractor’s obligee during the takeover period. Such payments shall be made within  
44 thirty (30) days of takeover and every thirty (30) days thereafter. The County shall also  
45 be entitled to utilize, for payments equal to Contractor’s cost, all other services and  
46 supplies of the Contractor or available to the Contractor not previously addressed  
47 including billing, maintenance, administrative consulting and management services.  
48 The Contractor shall assign all applicable service, supply or other agreements to the  
49 County.

1  
2 F. Dispute After Takeover/Replacement – Such takeover/replacement shall be effected  
3 within 72 hours after finding of Major Breach by the County Board of Supervisors  
4 meeting the criteria for takeover/replacement. Contractor shall not be prohibited from  
5 disputing any such finding of such breach through litigation, provided, however, that  
6 such litigation shall not have the effect of delaying, in any way, the immediate  
7 takeover/replacement of operations by the County. Such dispute by the Contractor shall  
8 not delay the County’s access to Contractor’s performance security.

9  
10 Any legal dispute concerning a finding of breach shall be initiated only after the  
11 emergency takeover/replacement has been completed. The Contractor’s cooperation  
12 with, and full support of, such emergency takeover/replacement process, as well as the  
13 immediate release of performance security funds to the County, shall not be construed  
14 as acceptance by Contractor of the finding of Major Breach, and shall not in any way  
15 jeopardize the Contractor’s right to recovery should a court later determine that the  
16 declaration of Major Breach was in error. However, failure on the part of the Contractor  
17 to cooperate fully with the County to affect a safe and orderly takeover/replacement of  
18 services shall itself constitute a Major Breach under the terms of the contract, even if it  
19 is later determined that the original declaration of Major Breach was made in error.

20  
21 G. Breach Not Dangerous to Public Health and Safety – If the County declares the  
22 Contractor to be in breach on grounds other than performance deficiencies dangerous  
23 to public health and safety, the Contractor may dispute the County’s claim of Major  
24 Breach prior to termination of this Agreement.

25  
26 H. Liquidated Damages – The unique nature of the services that are the subject of this  
27 Agreement requires that, in the event of Major Breach and termination of this  
28 Agreement of a type that endangers the public health and safety, the County must  
29 restore services immediately, and the Contractor must cooperate fully to affect the most  
30 orderly possible takeover/replacement of operations. In the event of such a  
31 takeover/replacement of Contractor’s operations by the County, it would be difficult or  
32 impossible to distinguish the cost to the County of affecting the takeover/replacement,  
33 the cost of correcting the default, the excess operating cost to the County during an  
34 interim period, and cost of recruiting a replacement Contractor from the normal cost to  
35 the County that would have occurred even if the default had not occurred. Similarly, if  
36 takeover/replacement costs and interim operating costs are high, it would be impossible  
37 to determine the extent to which such higher costs were the result of Contractor’s  
38 default or from faulty management of the County’s costs during takeover and interim  
39 operations.

40  
41 For these reasons, this liquidated damages provision is a fair and necessary part of this  
42 Contract. The minimum amount of these additional costs to the County (e.g., costs in  
43 excess of those that would have been incurred by the County if the default had not  
44 occurred) could be not less than \$300,000 even assuming County’s  
45 takeover/replacement management team is fully competent to manage the previously  
46 contracted functions.

47  
48 Therefore, in the event of such a declared Major Breach, the Contractor shall pay  
49 County liquidated damages in the amount of the performance security set forth in

1 Section 9.1 of this Agreement.

- 2
- 3 I. County Responsibilities – In the event of termination, County shall be responsible for
- 4 complying with all laws, if any, respecting reduction or termination of EMS.
- 5
- 6 J. “Lame Duck” Provisions – If the Contractor fails to win the bid in a subsequent bid
- 7 cycle, the County shall depend upon the Contractor to continue provision of all services
- 8 required under this Agreement until the winning Contractor takes over operations.
- 9 Under these circumstances, the Contractor would, for a period of several months, serve
- 10 as a “lame duck.” To ensure continued performance fully consistent with the
- 11 requirements of this Agreement throughout any such “lame duck” period, the following
- 12 provisions shall apply:

13

14 Throughout such “lame duck” period, the Contractor shall continue all operations and

15 support services at substantially the same levels of effort and performance as were in

16 effect prior to the award of the subsequent contract to the subsequent winning

17 Contractor;

18

19 The Contractor shall make no changes in methods of operation that could reasonably

20 be considered aimed at cutting Contractor’s service and operating costs to maximize

21 profits during the final stages of the contract;

22

23 The Contractor may reasonably begin to prepare for transition of service to the new

24 Contractor during the “lame duck” period, and the County shall not unreasonably

25 withhold its approval of the outgoing Contractor’s requests to begin an orderly

26 transition process, including reasonable plans to relocate staff, scale down certain

27 inventory items, etc., so long as such transition activities do not impair the Contractor’s

28 performance during such “lame duck” period, and so long as such transition activities

29 are prior-approved by the County.

30

31 **11.2 Indemnification for Damages, Taxes and Contributions**

32

33 To the fullest extent of the law, Contractor shall defend, indemnify, and hold County harmless

34 against and from any and all claims, suits, losses, damages and liability for damages of every

35 name, kind and description, including attorney’s fees and costs incurred, brought for, or on

36 account of, injuries to or death of any person, including but not limited to workers, County

37 employees, and the public, or damage to property, or any economic or consequential losses,

38 which are claimed to or in any way arise out of or are connected with Contractor’s, or any of

39 its Subcontractors' services, operations, or performance hereunder, and/or in connection with

40 or arising from the selection of Contractor as a responsible, responsive proposer, regardless of

41 the existence or degree of fault or negligence on the part of County, Contractor,

42 subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of

43 County, its officers and employees, or as expressly provided by statute. This duty of Contractor

44 to indemnify and save County harmless includes the duties to defend set forth in California

45 Civil Code Section 2778.

46

47 Any and all Federal, State and local taxes, charges, fees, or contributions required to be paid

48 with respect to Contractor and Contractor's officers, employees and agents engaged in the

49 performance of this Agreement (including, without limitation, unemployment insurance, social

1 security and payroll tax withholding).

2  
3 **11.3 Equal Employment Opportunity**

4  
5 During and in relation to the performance of this Agreement, Contractor agrees as follows:

6  
7 Contractor shall not discriminate against any employee or applicant for employment because  
8 of race, color, religion, national origin, ancestry, physical or mental disability, medical  
9 condition (cancer related), marital status, sexual orientation, age (over 18), veteran status,  
10 gender, pregnancy, gender identity and gender expression, or any other non-merit factor  
11 unrelated to job duties under the California Fair Employment and Housing Act. Such action  
12 shall include, but not be limited to, the following: recruitment; advertising; layoff or  
13 termination; rates of pay or other forms of compensation; and selection for training (including  
14 apprenticeship), employment, upgrading, demotion, or transfer. The Contractor agrees to post  
15 in conspicuous places, available to employees and applicants for employment, notice setting  
16 forth the provisions of this non-discrimination clause.

17  
18 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf  
19 of the Contractor, state that all qualified applicants will receive consideration for employment  
20 without regard to race, color, religion, national origin, ancestry, physical or mental disability,  
21 medical condition (cancer related), marital status, sex, sexual orientation, age (over 18),  
22 veteran status, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the  
23 Contractor shall make a good faith effort to consider Minority/Women/Disabled Owned  
24 Business Enterprises in Contractor's solicitation of goods and services. Definitions for  
25 Minority/Women/Disabled Business Enterprises are available from the County General  
26 Services Purchasing Division.

27  
28 As part of the Contractor's Annual Report, the Contractor shall furnish County Equal  
29 Employment Opportunity Office information and reports in the prescribed reporting format  
30 (PER 4012) identifying the sex, race, (self-identifying) physical or mental disability, and job  
31 classification of its employees and the names, dates and methods of advertisement and direct  
32 solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

33  
34 In the event of the Contractor's non-compliance with the non-discrimination clauses of this  
35 Agreement or with any of the said rules, regulations, or orders said Contractor may be declared  
36 ineligible for further agreements with the County.

37  
38 The Contractor shall cause the foregoing provisions of this section to be inserted in all  
39 subcontracts for any work covered under this Agreement by a subcontractor compensated more  
40 than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing  
41 provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw  
42 materials.

43  
44 **11.4 Independent Contractor**

45  
46 It is agreed that Contractor shall perform as an independent contractor under this Agreement.  
47 Contractor is, for all purposes arising out of this Agreement, an independent contractor, and  
48 shall not be deemed an employee of the County. It is expressly understood and agreed that the  
49 Contractor and its employees shall in no event be entitled to any benefits to which County

1 employees are entitled, including, but not limited to, overtime, any retirement benefits,  
2 worker's compensation benefits, and injury leave or leave benefits. The Board of  
3 Directors/Trustees of Contractor shall be vested with the responsibility for the administration  
4 of the program to be conducted under this Agreement.

5  
6 By their signatures to this Contract, each party certifies that it is his or her considered  
7 judgment that the Contractor engaged under this Agreement is in fact an independent  
8 contractor.

### 9 10 **11.5 Confidentiality of Records**

11  
12 Contractor agrees that all information and records obtained in the course of providing services  
13 to County in the program shall be subject to confidentiality and disclosure provisions of  
14 applicable Federal and State statutes and regulations adopted pursuant thereto. Contractor  
15 agrees that it has a duty and responsibility to make available to the County Administrator or  
16 his/her designated representatives, including the Auditor-Controller of the County, the contents  
17 of records pertaining to County which are maintained in connection with the performance of  
18 Contractor's duties and responsibilities under this Agreement, subject to the provisions of the  
19 heretofore mentioned Federal and State statutes and regulations. The County acknowledges its  
20 duties and responsibilities regarding such records under such statutes and regulations.

### 21 22 **11.6 Assignability**

23  
24 The Contractor shall not assign any interest in this Agreement, and shall not transfer any  
25 interest in the same (whether by assignment or novation), without the prior written consent of  
26 the County thereto; provided, however, that claims for money due or to become due to  
27 Contractor from County under this Agreement may be assigned without such approval. Notice  
28 of any assignment or transfer shall be furnished promptly to County.

### 29 30 **11.7 Interest of Contractor**

31  
32 Contractor covenants that it presently has no interest, including but not limited to, other  
33 projects or independent contractors, and shall not acquire any such interest, direct or indirect,  
34 which would conflict in any manner or degree with the performance of services required to be  
35 performed under this Agreement. Contractor further covenants that in the performance of this  
36 Agreement no person having any such interest shall be employed or retained by him under this  
37 Agreement.

### 38 39 **11.8 Political Activities Prohibited within Santa Cruz County**

40  
41 None of the funds, provided directly or indirectly, under this Agreement shall be used for any  
42 political activities or to further the election or defeat of any candidate for public office within  
43 Santa Cruz County. No Contractor shall utilize or allow its name to be utilized in any  
44 endorsement of any candidate for elected office in Santa Cruz County. Neither the Agreement  
45 nor any funds provided thereunder shall be utilized in support of any partisan political activities  
46 for or against the election of candidates for an elected office in Santa Cruz County.

### 47 48 **11.9 Lobbying**

1 None of the funds provided under this Agreement shall be used for publicity or propaganda  
2 purposes designed to support or defeat any legislation pending before the Board of Supervisors  
3 of the County to an extent other than allowed under applicable federal tax regulations for tax  
4 exempt corporations pursuant to 26 C.F.R., Section 501(c)(3)ib(3).  
5

#### 6 **11.10 Conformance to Regulations**

7  
8 Contractor shall perform this Agreement in conformance in all material respects with all  
9 applicable Federal, State and local rules and regulations, including applicable facility and  
10 professional licensure and/or certification laws, and including the federal Anti-kickback  
11 statute.  
12

#### 13 **11.11 Conformance to Law**

14  
15 This Agreement shall be construed and interpreted according to the laws of the State of  
16 California, the United States of America and the ordinances of the County of Santa Cruz.  
17

#### 18 **11.12 Monitoring**

19  
20 Contractor agrees that County shall have the right to monitor the services provided under this  
21 Agreement. Monitoring shall be conducted according to standards and guidelines as set forth  
22 by State and County requirements. Contractor agrees to provide County's Administrator, or  
23 his/her designee, with access to all applicable files and records as may be necessary to monitor  
24 the services according to the standards or guidelines described above.  
25

#### 26 **11.13 Reports**

27  
28 Contractor shall submit written reports of operations, and other reports as requested by County  
29 according to the table shown in Exhibits B and E. The format for the content of such reports  
30 will be developed by County in consultation with Contractor. Reports shall be submitted to  
31 Contract Administrator.  
32

#### 33 **11.14 Ownership, Publication, Reproduction and Use of Material**

34  
35 All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems,  
36 and any other material or properties produced under this Agreement shall be the property of  
37 County. No such materials or properties produced in whole or in part under this Agreement  
38 shall be subject to private use, copyright or patent right by Contractor in the United States or  
39 in any other country without the express written consent of the County. County shall have  
40 unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right  
41 by Contractor in the United States or in any other country without the express written consent  
42 of the Contractor. County shall have unrestricted authority to publish, disclose, distribute and  
43 otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics,  
44 forms or other materials or properties produced under this Agreement.  
45

#### 46 **11.15 Evaluation/Research**

47  
48 Evaluation or research involving contact with past or present recipients of services provided  
49 under this Agreement shall be permitted with the informed consent of the recipient and only

1 after the Contractor has determined that the conduct of such evaluation or research will not  
2 adversely affect the quality of services provided or individual participation in services. County  
3 reserves the right to prohibit or terminate evaluation or research activities, which in its  
4 judgment jeopardize the quality of services or individual participation in services, provided  
5 under this Agreement.

### 6 7 **11.16 Changes**

8  
9 County may from time to time request Agreement modifications of Contractor to be performed  
10 hereunder. Such changes, including any change in Contractor's response standards,  
11 performance and clinical criteria, operational benchmarks, innovative services, etc., shall be  
12 effective when incorporated in written amendments in this Agreement. No alteration,  
13 amendment, or modification of the terms of this Agreement shall be valid unless executed by  
14 written amendment hereto and approved by County and Contractor. Any change in overall  
15 scope of services shall not occur without a new request for proposal.

16  
17 County may alter response zones and time standards from time to time based on ambulance  
18 industry standards as population, road access, and other relevant conditions change. County  
19 shall give Contractor notice and opportunity to be heard before amending response zones and  
20 time standards. County may request Contractor alter its SSP to respond to population trends  
21 and other EMS system changes (e.g., changes in first responder ALS coverage). This may  
22 require Contractor adjusting its SSP to improve back-up and move-up-and-cover ambulances.  
23 Contractor shall negotiate in good faith with the County to revise its SSP to improve  
24 performance as determined by the Contract Administrator. Contractor also shall negotiate in  
25 good faith to revise the terms of this Contract if necessary to accommodate these changes  
26 including changes to the ambulance fee schedule, if required.

27  
28 County may alter performance standards during the term of this Contract consistent with the  
29 modifications in EMS operational and medical standards developed by the County. County  
30 shall notify Contractor at least sixty (60) days in advance of the effective date of the  
31 modification. Contractor shall define the Contract impact within thirty (30) days of initiation.  
32 Contractor shall negotiate in good faith to revise the terms of this Contract if necessary to  
33 accommodate these changes.

34  
35 Amendments or modifications to the provisions of this Agreement, including its term, may be  
36 initiated by either party and may be incorporated into this Agreement if it is in writing and  
37 approved by the parties. However, the overall length of this Agreement, including extensions,  
38 may not exceed 10 years.

### 39 40 **11.17 Retention and Audit of Records**

41  
42 Contractor shall retain records pertinent to this Agreement for a period of not less than five (5)  
43 years after final payment under this Agreement or until a final audit report is accepted by  
44 County, whichever occurs last. Contractor hereby agrees to be subject to the examination and  
45 audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of  
46 California, federal auditors or the designee of either for a period of five (5) years after final  
47 payment under this Agreement.

1 **11.18 Non-Exclusion.**

2 Each party represents and certifies that neither it nor any practitioner who orders or provides  
3 Services on its behalf hereunder has been convicted of any conduct that constitutes grounds  
4 for mandatory exclusion as identified in 42 U.S.C §1320a-7(a). Each party further represents  
5 and certifies that it is not ineligible to participate in Federal health care programs or in any  
6 other state or federal government payment program. Each party agrees that if DHHS/OIG  
7 excludes it, or any of its practitioners or employees who order or provide Services, from  
8 participation in Federal health care programs, the party must notify the other party within five  
9 (5) days of knowledge of such fact, and the other party may immediately terminate this  
10 Agreement, unless the excluded part is a practitioner or employee who immediately  
11 discontinues ordering or providing Services hereunder.  
12

13 **11.19 Referrals.**

14 It is not the intent of either party that any remuneration, benefit or privilege provided for  
15 under the Agreement shall influence or in any way be based on the referral or recommended  
16 referral by either part of patients to the other party or its affiliated providers, if any, or the  
17 purchasing, leasing or ordering of any services other than the specific services described in  
18 the Agreement. Any payments specified herein are consistent with what the parties  
19 reasonably believe to be a fair market value for the services provided.



## SECTION 12:

### EXHIBITS

<b>Exhibit</b>	<b>Title</b>
A	County Map
B	Initial Reporting Requirements
C	Deployment Map
D	Response Zones Map
E	Ongoing Reporting Requirements
F	Santa Cruz County Ambulance Rates
G	Sample Sliding Scale Procedure
H	Fiscal Product Timelines
I	Chart of Accounts
J	Asset Depreciable Lives
K	Auditor Compliance Report
L	Definitions
M	Business Services Agreement
N	Contractor Report Cards
O	Santa Cruz County RFP#17P1-001
P	Bidder's Proposal

**EXHIBIT A: County Map**



### EXHIBIT B: Initial Reporting Requirements

<b>Report Name</b>	<b>Due Date</b>	<b>Responsible</b>	<b>Submit To</b>
Controlled Substances Plan	January 1, 2019	AMR	Contract Administrator
Deployment and System Status Plans	January 1, 2019	AMR	Contract Administrator
Vehicle List	January 1, 2019	AMR	Contract Administrator
Draft CQI Program	January 1, 2019	AMR	Contract Administrator
New Employee Orientation Program	January 1, 2019	AMR	Contract Administrator
Plan to Promote Bilingual Skills	July 1, 2019	AMR	Contract Administrator
Subcontracting Agreements	January 1, 2019	AMR	Contract Administrator
Draft High Utilizer/Innovation Program	July 1, 2019	AMR	Contract Administrator

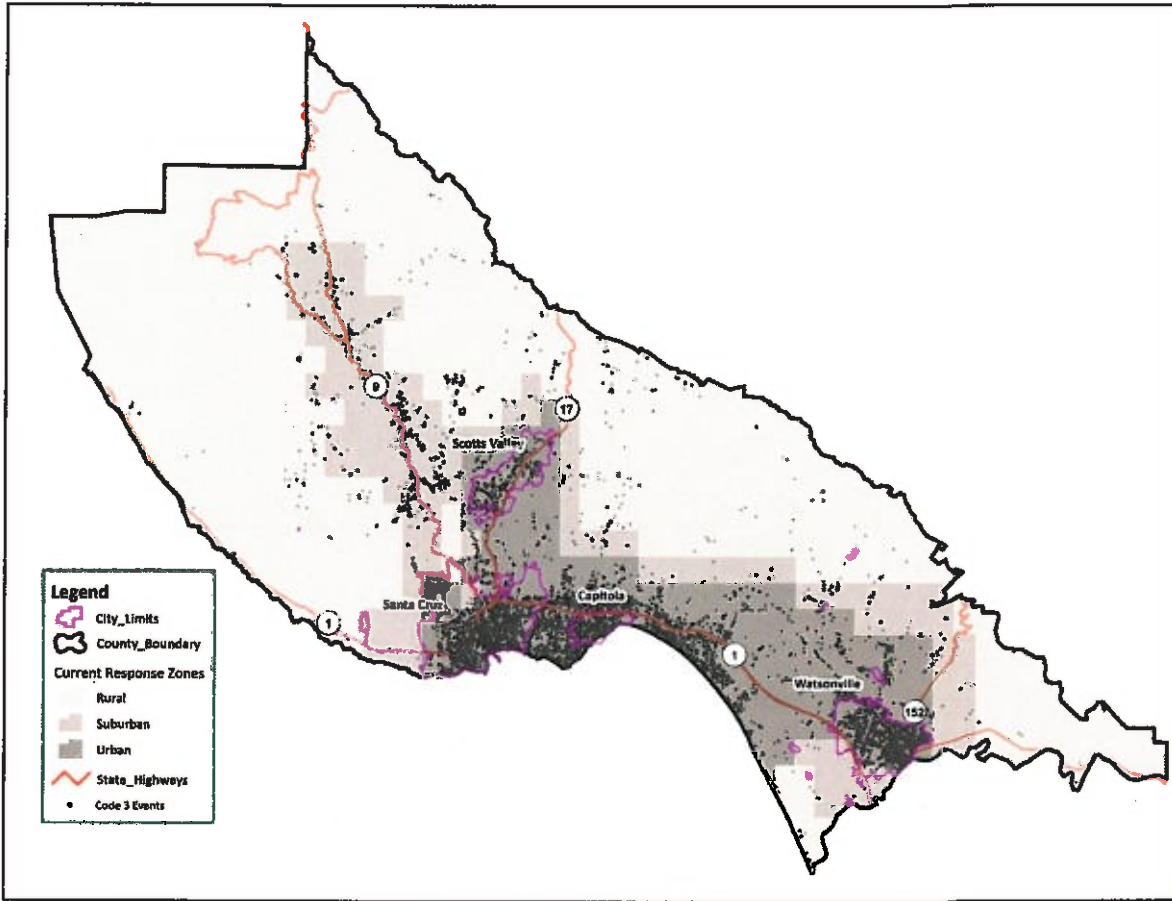
## EXHIBIT C: Deployment Map *Post Locations*

AMR will have a 24-hour station based in Boulder Creek which will be a primary post location for the Valley area. In addition to this, we have a number of posting locations for our 12 hour units as described in the table and map below:

AMR's Posting Locations	
<b>SC</b>	Santa Cruz 1543 Pacific Ave
<b>Felton</b>	Felton 6059 Highway 9 Felton Fire
<b>SV</b>	Scotts Valley 10 Victor Square AMR
<b>BC</b>	Boulder Creek 13330 Middleton BC
<b>CAP</b>	Capitola 3914 Alameda Ave Capitola
<b>Aptos</b>	Aptos 9045 Soquel Dr.
<b>WAT</b>	Watsonville 939 Freedom Blvd
<b>152H</b>	Hwy 152 @ Holohan Quick Stop
<b>FreAir</b>	Freedom & Airport
<b>FreCor</b>	Freedom & Corralito's
<b>SC</b>	Capitol Rd @ Soquel
<b>SC West</b>	Hwy 1 @ Miramar
<b>SC2</b>	De Laveaga Park 850 N Branciforte
<b>Wat H</b>	Watsonville Hospital 75 Nielson Wat



# EXHIBIT D: Response Zones Map



### EXHIBIT E: Ongoing Reporting Requirements

Report Name	Due Date	Frequency	Responsible	Submit To
Deployment Plan Changes	30 days prior to change unless otherwise approved	As Needed	AMR	Contract Administrator
Unusual Occurrences	Within 48 hours of discovery, in monthly summary	As Needed and Monthly	AMR	Contract Administrator
Contractor Report Cards	20 <sup>th</sup> of the month following the quarter	Quarterly	AMR	Contract Administrator
Exemption Requests	Within 10 days of late response occurrence.	As needed	AMR, through online utility	Contract Administrator
Response Time Performance Report	20 <sup>th</sup> of the month following the quarter	Quarterly	AMR	Contract Administrator
Liquidated Damages Invoices	30 days after Reconciliation Finalized	Quarterly	Contract Administrator	AMR
Employee name and credential list	April 30 <sup>th</sup> July 31 <sup>st</sup> October 31 <sup>st</sup> January 31 <sup>st</sup>	Quarterly	AMR	Contract Administrator
Complaints/UOR's, non-clinical, listed by type without details	April 30 <sup>th</sup> July 31 <sup>st</sup> October 31 <sup>st</sup> January 31 <sup>st</sup>	Quarterly	AMR	Contract Administrator
Vehicle list with mileage	January 31 <sup>st</sup> for previous year	Annual	AMR	Contract Administrator
County Equal Employment Opportunity Office information and reports	January 31 <sup>st</sup> for previous year	Annual	AMR	Contract Administrator
Complaints/UOR's, clinical	12 <sup>th</sup> of each month for the previous month	Monthly	AMR	EMS Medical Director
Periodic reports as requested. Could include: <ul style="list-style-type: none"> <li>• UHU per Unit</li> <li>• Community Education</li> <li>• In-service training offerings</li> <li>• Other reports as identified</li> </ul>	Two weeks from request	As Requested	AMR	Contract Administrator

**EXHIBIT F: Santa Cruz County Ambulance Rates**

**ALS**

<b>Services</b>	<b>Rates as of 1/1/19</b>
ALS emergency base rate	\$3010.52
Non-transport fee*	Current ALS Medicare Allowable
Mileage	\$100.38 per mile
Oxygen	\$364.06

**BLS**

<b>Services</b>	<b>Rates as of 1/1/19</b>
BLS emergency base rate	\$2910.52
Non-transport fee*	Current ALS Medicare Allowable
Mileage	\$100.38 per mile
Oxygen	\$364.06

## **EXHIBIT G: Compassionate Care**



### **Fee Forgiveness and Compassionate Care Programs Santa Cruz County**

American Medical Response (AMR) of Santa Cruz County offers the Fee Forgiveness Program (FFP), and the Compassionate Care Program (CCP), which provide reduced cost health care services to patients who are uninsured or underinsured. Patients or authorized parties acting on the patient's behalf requesting hardship assistance is considered individually on a case-by-case basis.

If the patient or patient's representatives claim financial hardship, and there is no insurance coverage pending payment of the current balance, the patient is immediately provided two options under the Fee Forgiveness Program.

1. (50%) Fifty percent waiver of the remaining balance if the guarantor establishes a 12 month payment plan.
2. (80%) Eighty percent waiver of the remaining balance if the guarantor makes payment in full within 30 days.

If the patient is unable to commit to the options available in the Fee Forgiveness Program, they will be considered for the Compassionate Care Program, which can eliminate the patient responsible portion up to 100%.

AMR provides a CCP application if the applicant's income for the previous year (or current income) less medical expenses is equal to or less than 200% of the federal poverty level based off household size. The 200% threshold is adjusted annually in conjunction with the standards established by the federal government. Based off the information provided and household size, the patient may receive a discount of 20%, 40%, 60%, 80%, or 100% of full charges.

CCP eligibility is solely based upon the information and required documentation provided for each case.

The expectations of the applicant to be considered for CCP is to return a signed and completed application, along with a copy of the previous year's tax return or letter of non-filing from the IRS. Accompanying documentation is required dependent upon the applicant's current situation as outlined in the below application.





## Compassionate Care Program

October 22, 2018

«Acct\_Name»  
«Address1»  
«Address2»  
«Address3»

**Thank you for your interest in our Compassionate Care Program. Please reference the list below for information required to process your application. We will not be able to process your application if it is returned incomplete, or the required documentation is not provided. \*Please note that additional documentation not initially requested below may be required following review of your situation.**

All Applicants:

- The previous year's tax return or letter of non-filing from the IRS (1-800-908-9946).
- Hospital Charity Approval Letter (if applicable)

**AND**

Employed Applicants:

- Paycheck stubs or bank statements from the previous three (3) months for the entire household.

Unemployed / Retired Applicants:

- A letter from your local employment office indicating no wages/benefits are currently being received, or proof of any other sources of income or aid (i.e. SSI, SSA, SSDI, Unemployment, etc.)

Self Employed Applicants:

- Your quarterly profit and loss statement.

College Students Over 18 Years of Age:

- Documentation showing current enrollment is required (i.e. student loan documentation, a current class schedule, school account summary, etc.).
- If claimed as a dependent, the legal guardian's previous tax filing, along with paycheck stubs and bank statements from the previous three (3) months.

Non-US Residents:

- Proof of residence (passport, visa, check stubs, bank statement, etc.).

Please forward the completed application with all required documentation within 10 business days to:

**American Medical Response**  
**Attention: Patient Advocates**  
**4701 Stoddard Rd.**  
**Modesto, CA 95356**

Your application for the Compassionate Care program will be thoroughly reviewed, and a letter will be mailed to you informing you of our determination. If you have any questions, please contact our Customer Service Department at 1-800-913-9106.

# COMPASSIONATE CARE APPLICATION

## CONTACT INFORMATION

Patient Name: _____	Account #: _____
Responsible Party: _____	Account Balance: _____
Address: _____	LOB: _____
_____	Home Phone #: _____
_____	Cell Phone #: _____
Employer Name: _____	

**HOUSEHOLD SIZE:** \_\_\_\_\_ (Include yourself, spouse and dependents only)

Name	Relationship to Patient	Age

(List additional household members on a separate sheet)

## MONTHLY HOUSEHOLD INCOME

Net Wages		
\$ _____		
SSI, SSA, or SDI		
\$ _____		
Unemployment		
\$ _____		
Pension		
\$ _____		
Cash/Food Assistance		
\$ _____		
Other Income	Source: _____	
\$ _____		
<b>\$ _____</b>		<b>Total</b>

## MONTHLY MEDICAL EXPENSES

	<u>Description</u>
Health Insurance Premiums/COBRA	_____
\$ _____	
Pharmacy	_____
\$ _____	
Doctor Payments	_____
\$ _____	
Hospital Payments	_____
\$ _____	

Dental Payments \_\_\_\_\_  
 \$ \_\_\_\_\_  
 Specialist Payments \_\_\_\_\_  
 \$ \_\_\_\_\_  
 Other Medical Expense \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**Total**

- I declare that above information is a true and accurate representation of my financial status.
- I understand that American Medical Response is required by law to keep any information I provide confidential.
- I understand that if I do not qualify for a reduction or waiver of charges by the terms of this program, I will remain personally liable for the charges of the services rendered by American Medical Response. I understand that all decisions are final.
- I certify that there is not any liability or third party coverage pertaining to all transports related to this application.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT H: Fiscal Product Timelines**

<b>Fiscal Product</b>	<b>Due Date</b>	<b>Responsible</b>	<b>Submit To</b>
Annual Rate Adjustment Request	November 1st	AMR	Contract Administrator
Annual Rate Adjustment approval	December 31 <sup>st</sup>	Contract Administrator	AMR
Off-cycle Rate Adjustment	As needed	AMR	Contract Administrator
Quarterly reports <ul style="list-style-type: none"> <li>• Monthly financial</li> <li>• Closed Claim report</li> </ul>	April 30 <sup>th</sup> July 31 <sup>st</sup> October 31 <sup>st</sup> January 31 <sup>st</sup>	AMR	Contract Administrator
Year End Financial Report	April 1st	AMR	Contract Administrator
Completed Audit	August 31 <sup>st</sup>	Contract Administrator	AMR
Annual Budget	January 31st	Contract Administrator	AMR

*Notes: Changes and extensions to timeline must be mutually agreed to by County and Contractor  
Quarterly and annual report detail and formats shall be approved by Contract Administrator*

**EXHIBIT I: Santa Cruz County Minimum Required Account Detail**

Herein included by reference

### EXHIBIT J: Asset Depreciable Lives

<b>Asset Category</b>	<b>Depreciable Life In Years</b>	<b>Description</b>
All vehicles used for this Agreement	Front line: 200,000 miles Reserve: 250,000	Ambulances, QRV's, other response vehicles
High Technology Medical Equipment	Manufacturer's life expectancy and/or willingness to support the equipment.	Electronic, electromechanical or computer based high tech equipment used in screening, monitoring, observation, diagnosis, treatment or recording of care provided for patients.
Mobile Communications Equipment	Manufacturer's life expectancy and/or willingness to support the equipment.	Mobile Data Computers, Computers used for communication with the dispatch center, mobile phones, two-way radios and other similar mobile data or communications equipment.

## **EXHIBIT K: Auditor Compliance Report**

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

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

1. Revenues and expenses are in accordance with the Minimum Required Account Detail in Exhibit I.
2. Direct expenses include no intra-company charges except as provided in the definition of direct expenses in **Exhibit L**.
3. Reported expenses include no unallowable expenses as defined in **Exhibit L**.



## EXHIBIT L: 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>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>ALS Response Time (ART)</b>	The measurement of time lapsed from the hour, minute and second the call is dispatched by NETCOM to the hour, minute and second of the arrival of a paramedic on the scene, regardless of whether the paramedic is employed by the Contractor or Subcontractor.
<b>Ambulance</b>	Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, convalescent, infirmed or otherwise incapacitated person.
<b>Annual Profit</b>	See Profit
<b>Annual Report</b>	Contractor shall submit, on or before January 31st each year, an Annual Report that shall include but not be limited to those reports listed as "annual" in <b>Exhibit E and Exhibit H</b> .
<b>Base Hospital</b>	Santa Cruz County hospital approved by the Santa Cruz County LEMSA to provide on-line medical advice and medical control to EMTs.
<b>Basic Life Support (BLS)</b>	Those medical services that may be provided within the scope of practice of a person certified as an EMT-I as defined in California Health and Safety Code Section 1797.80.
<b>Basic Life Support (BLS) Ambulance</b>	An ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT-I as defined in California Health and Safety Code 1797.80 and equipment to provide only basic life support at the scene of a medical emergency and during transport of a patient(s) experiencing a medical emergency.
<b>Business Day</b>	Any day that County offices are open for public business, excluding weekends and holidays.
<b>Computer Aided Dispatch (CAD)</b>	A system consisting of associated hardware and software to facilitate call-taking, unit selection, resource dispatch and deployment, event time stamping, creation and real-time maintenance of incident database and management information system.
<b>Code 2 Call</b>	Immediate dispatch of first responders and ambulance, no lights and sirens.
<b>Code 3 Call</b>	Immediate dispatch of first responders and ambulance with lights and sirens.
<b>Contract Administrator</b>	The Director of the Santa Cruz County Health Services Agency or her/his designee.

<b>Contract Anniversary Date</b>	January 1 <sup>st</sup> .
<b>Cost Differential</b>	The cost to the Contractor of providing first response with in-house resources (arriving on the scene in 8:00 minutes or less, 90.00% of the time with two paramedics in the Urban areas, 12:00 minutes in the Suburban areas and 20:00 minutes in the Rural areas) compared to the cost to the Contractor using First Responder Agencies to meet the ALS Response Time and the Contractor meeting the Transport Response Time with two paramedics in 12:00 minutes or less, 90.00% of the time in the Urban areas, 18:00 minutes in the Suburban areas, and 30 minutes in the Rural areas.
<b>CQI</b>	Continuous Quality Improvement
<b>Critical Incident Stress Debriefing (CISD)</b>	A specific, 7-phase, small group, supportive crisis intervention process; it is just one of the many crisis intervention techniques which are included under the umbrella of a critical incident stress management program.
<b>Deployment Plan</b>	An operational methodology that lists and defines the number of unit hours to be supplied by the Contractor, along with the placement of these units, by hour of day and day of week based on historical demand patterns.
<b>Depreciation</b>	As approved by County as shown in <b>Exhibit J</b> .
<b>Direct Expenses</b>	Expenses incurred by the Contractor in the delivery of field services and transport under this agreement and incurred in the local Santa Cruz County operations and fees directly related to the local operations. Intra-company charges are not allowable as direct expenses, except for allocated self-insurance charges, which must be based upon allocation formulas consistently and fairly applied to Contractor's operations. Direct expenses are included in the Chart of Accounts labeled "Operating Expenses" as shown in <b>Exhibit I</b> , exclusive of any accounts defined as General and Administration Expenses or Indirect Expenses.
<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 Care Commission</b>	The committee appointed by the Board of Supervisors that is advisory to the LEMSA and Board of Supervisors, and makes recommendations regarding standards, rules and regulations related to the medical and clinical aspects of ALS and ambulance service and prehospital care.
<b>Emergency Medical Dispatch (EMD)</b>	A series of components that allow the dispatcher to prioritize calls, send appropriate resources with the appropriate response, and provide pre-arrival instructions if needed.

<b>Emergency Medical Services (EMS)</b>	As defined in the Health and Safety Code Section 1797.72.
<b>Emergency Medical Technician -I (EMT-I)</b>	As defined in the Health and Safety Code Section 1797.80.
<b>Emergency Medical Technician - Paramedic (EMT-P)</b>	As defined in the Health and Safety Code Section 1797.84.
<b>Emergency Medical Services Integration Authority (EMSIA)</b>	A joint powers authority to integrate fire-based medical resources with the County's contracted ambulance provider.
<b>Exception</b>	A late response as determined by response time criteria
<b>Excess Revenues</b>	Contractor's net revenues less allowable direct expenses, general administration, indirect expenses and allowable annual profit as described in Section 10.3 (A).
<b>Exclusive Operating Area (EOA)</b>	An EMS area or sub-area of Santa Cruz County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85 and 1797.224
<b>Exemption</b>	A determination to exclude an EMS event from the predetermined response time criteria due to factors outside of the Contractors/Subcontractors control.
<b>Fire Integration</b>	<p>A signed agreement between Contractor and ALS first responder agencies that is approved by the Contract Administrator, to include:</p> <ul style="list-style-type: none"> <li>• Detailed CQI responsibilities of each party</li> <li>• Expectation of trainings to be offered and attendance at training sessions by each party</li> <li>• Specific equipment and supply exchange/purchase responsibilities</li> <li>• Career ladder opportunities and anticipated process</li> <li>• BLS intercept cost recovery and process</li> <li>• Response time expectations</li> <li>• All fiscal specifications including penalties and fees agreed among the parties</li> </ul>
<b>First Responder</b>	A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care.
<b>General and Administration Expenses</b>	Expenses incurred within the local Santa Cruz operation to support field services and for the general direction of the local operation under this agreement. General and administration expenses are included in the Chart of Accounts in category "G&A expenses incurred by local operations" as shown in <b>Exhibit I</b> .
<b>HIPAA</b>	Health Insurance Portability and Accountability Act of 1996.

<b>Indirect Expenses</b>	Expenses not incurred in the local operation but necessary for the support of the Santa Cruz operation. Indirect expenses are those included in the Chart of Accounts category "Direct Shared Support Services" as shown in Exhibit I, i.e., Regional Overhead Allocations and Locational Overhead Allocations.
<b>LEMSA</b>	Santa Cruz County Local Emergency Medical Services Agency (LEMSA)
<b>Liquidated Damages</b>	The sum to be forfeited by the Contractor in case of nonfulfillment of stipulations in this Agreement.
<b>Management Letter</b>	A letter prepared by independent auditors, in addition to the required reports on internal controls or reportable conditions, to make recommendations to the client on internal controls and potential risks, accounting practices and operating efficiencies.
<b>Medical Direction</b>	Direction given ambulance personnel by a base hospital physician through direct voice contact or through an approved Mobile Intensive Care Nurse, as required by applicable medical protocols.
<b>Medical Director</b>	A physician with experience in emergency medical systems who provides medical oversight to the EMS System, pursuant to Section 1797.204 of the Health and Safety Code
<b>MCI Plan</b>	Santa Cruz County Multi-Casualty Incident Plan
<b>NETCOM</b>	Santa Cruz Regional 9-1-1 Communications Center is a Joint Powers Authority (JPA) created by, and providing public safety and 911 dispatch services for, the County of Santa Cruz, and the Cities of Santa Cruz, Watsonville, and Capitola. The JPA also provides services for nine (9) Fire Districts, _____ (the Contracted paramedic and ambulance transport provider), and County Animal Control Services.
<b>Net Revenue</b>	Net revenue equals gross revenues, less an allowance for contractual adjustments and uncompensated care. Net revenue shall be used as the basis for calculation of contractor's Profit.
<b>Operating Expenses</b>	All reasonable and necessary expenses incurred in the Santa Cruz Operation including direct, general and administration and indirect expenses.
<b>Prehospital Advisory Committee (PAC)</b>	Formed to advise the EMS Medical Director on issues concerning the technical aspects in the provision of prehospital care.
<b>Profit</b>	Contractor's net revenues less allowable direct expenses, general administration and indirect expenses.
<b>Quick Response Vehicle (QRV)</b>	A vehicle approved by the County that is staffed with a paramedic and may be used as a first response vehicle by the Contractor.
<b>Rural</b>	All census places with a population density of less than 50 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 7 to 50 persons per square mile. (Reference: State of California, EMS Authority, EMS System Standards and Guidelines.)

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**Subcontractor**

A person or entity that contracts with the Contractor pursuant to County approval to perform transportation or clinical services under this Agreement.

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**Suburban**

All census places with a population density of 51 to 100 persons or more per square mile; or census tracts and enumeration districts without census tracts that have a population density of 51 to 100 persons per square mile. (Reference: State of California, EMS Authority, EMS System Standards and Guidelines).

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**System Status Management Plan**

An algorithm and written operating procedures for on-line, real-time management of system resources through system deployment, posting patterns and redeployment of units and unit hours to meet the ongoing demand of the system and to optimize system coverage consistent with real time needs of the system.

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**Transport Response Time (TRT)**

The measurement of time lapsed from the hour, minute and second the call is dispatched by SCCECC to the hour, minute and second of the arrival on the scene of an appropriate ambulance, regardless of whether the ambulance is provided by the Contractor or Subcontractor.

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**Unallowable Expenses**

For purposes of the Agreement the following categories of expenses will not be allowed: political contributions or lobbying expenses, response time penalties, charitable contributions, bonuses or other employee payments not required by Contractor's labor agreements or otherwise agreed upon. County acknowledges that the exempt employees as outlined below are eligible to participate in an annual company sponsored incentive plan. County may review such plan upon request and Contractor will notify County of any changes in such plan during the life of this Agreement. Proposed incentive plan amounts will be included as part of the annual budget. Positions eligible are the Director of Operations, Paramedic Field Supervisors and Clinical Education Coordinator.

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**Unit Hour Utilization (UHU)**

A measurement of how hard and how effectively the EMS System is working. It is calculated by dividing the total number of hours a unit is assigned to a call during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations. The measure is calculated to determine the percentage of unit hours actually consumed in productivity with the total available unit hours.

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**Urban**

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

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**EXHIBIT M: HIPAA Business Services**

**COUNTY OF SANTA CRUZ**

**EXHIBIT M<sub>3</sub> - HIPAA BUSINESS SERVICES ADDENDUM**

**Covered Entity to Covered Entity**

This Business Services Addendum (this "Addendum") is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "COUNTY" and CONTRACTOR in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined in HIPAA legislation and agree to use and disclose protected health information as required by law.

COUNTY AND CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

## EXHIBIT N: Contractor and Subcontractor Report Cards

County of Santa Cruz  
RFP# 17P1-001 Addendum #3

Santa Cruz County Transport Report Card			
Criterion	Goal	Weighted Value	Score
<b>Cardiac Arrest</b>			
End-tidal CO2 monitored	90.0%	3.0%	
Complete documentation (see System Q) P&P)	90.0%	3.0%	
<b>Respiratory Distress</b>			
Mental Status assessed/documented	90.0%	3.0%	
bronchodilator administration for wheezing	95.0%	3.0%	
<b>Airway Management</b>			
End-tidal CO2 performed on any successful ET intubation	90.0%	3.0%	
Other confirmation techniques (e.g., visualize chords, chest rise, auscultation)	90.0%	3.0%	
Complete documentation (see System Q) P&P)	90.0%	5.0%	
<b>STEMI</b>			
ASA administration	90.0%	3.0%	
SpO2 recorded	95.0%	3.0%	
12 LEAD EKG acquired within 5 minutes	90.0%	3.0%	
Scene time less than 15 minutes	90.0%	3.0%	
Transport to STEMI center rate (with notification)	95.0%	3.0%	
Complete documentation (see System Q) P&P)	90.0%	5.0%	
<b>Stroke</b>			
Time last seen normal	90.0%	3.0%	
Use of a prehospital BEFAST stroke scale	90.0%	3.0%	
Scene time less than 15 minutes	90.0%	3.0%	
Complete documentation (see System Q) P&P)	90.0%	3.0%	
<b>Trauma</b>			
PAM scale recorded	90.0%	3.0%	
Scene time less than 15 minutes	90.0%	3.0%	
Trauma center destination	90.0%	3.0%	
Complete documentation (see System Q) P&P)	90.0%	3.0%	
<b>Safety</b>			
Employee injuries per 10,000 hours worked	1.00	2.0%	
Employee turnover rate	25.0%	3.0%	
Protocol compliance rate per chart review (high acuity, AMA/PAS, & random)	90.0%	10.0%	
<b>Patient Satisfaction (use standardized questions to allow inter-agency comparison)</b>			
Communication by medics (patient and family)	87.2%	3.0%	
Care shown by the ambulance crew	93.4%	2.0%	
Skill and professionalism of our ambulance crew	73.8%	2.0%	
Cleanliness of ambulance	84.1%	2.0%	
Ride of the ambulance	72.9%	2.0%	
<b>ePCR Submission Compliance</b>			
At time of patient drop off (over 90 days)	90.0%	2.0%	
High acuity (ROSC, STEMI, Stroke, Trauma) cases at time of drop off	95.0%	2.0%	
Completed within 24 hours	100.0%	2.0%	
<b>Total Standards</b>		<b>100.0%</b>	
<b>Green: Meet/Exceed Goal</b>		<b>Criteria</b>	
<b>Orange: 0-20% Below Goal</b>		1) Measurable	
<b>Red: &gt;20% Below Goal</b>		2) Must be improvable	
		3) Reflect value to the patient	

County of Santa Cruz  
RFP# 17P1-001 Addendum #3

Santa Cruz County First Responder Report Card			
Criterion	Goal	Weighted Value	Score
<b>Cardiac Arrest</b>			
End-tidal CO2 monitored	90.0%	4.0%	
Complete documentation (see System QI P&P)	90.0%	4.0%	
<b>Respiratory Distress</b>			
Mental Status assessed/documented	90.0%	4.0%	
bronchodilator administration for wheezing within 10 minutes	85.0%	4.0%	
<b>Airway Management</b>			
End-tidal CO2 performed on any successful ET intubation	90.0%	4.0%	
Other confirmation techniques (e.g., visualize chords, chest rise, auscultation)	90.0%	4.0%	
Complete documentation (see System QI P&P)	90.0%	4.0%	
<b>STEMI</b>			
ASA administration within 5 minutes	90.0%	4.0%	
SpO2 recorded	95.0%	4.0%	
12 LEAD EKG acquired within 5 minutes	90.0%	4.0%	
Complete documentation (see System QI P&P)	90.0%	4.0%	
<b>Stroke</b>			
Time last seen normal	90.0%	4.0%	
Use of a prehospital BEFAST stroke scale	90.0%	4.0%	
Complete documentation (see System QI P&P)	90.0%	4.0%	
<b>Trauma</b>			
PAM scale recorded	90.0%	4.0%	
Complete documentation (see System QI P&P)	90.0%	4.0%	
<b>Safety</b>			
Protocol compliance rate per chart review (high acuity, AMA/RAS, & random)	90.0%	10.0%	
<b>Patient Satisfaction (use standardized questions to allow inter-agency comparison)</b>			
Degree to which the firefighters took your problem seriously	94.0%	4.0%	
How well the firefighters explained things in a way you could understand	95.4%	4.0%	
Skill of the firefighters	94.1%	4.0%	
Extent to which the firefighters cared for you as a person	94.1%	4.0%	
Professionalism of the firefighters	94.1%	4.0%	
<b>ePCR Submission Compliance</b>			
Transfer of Care (TOC) critical ePCR elements completed within 10 minutes of patient departure from scene	90.0%	3.0%	
Full ePCR completed within 24 hours	100.0%	3.0%	
<b>Total Standards</b>		<b>100.0%</b>	

Green: Meet/Exceed Goal

Orange: 0-20% Below Goal

Red: >20% Below Goal

**Criteria**

- 1) Measurable
- 2) Must be improvable
- 3) Reflect value to the patient



**EXHIBIT O: RFP #17P1-001**

**For**

**Santa Cruz County Emergency Ambulance Operator  
For the Santa Cruz County Exclusive Operating Area**

Herein included by reference

**EXHIBIT P: Bidder's Proposal**

Herein included by reference