

1. **Contract Identification.**

Department: Contra Costa County Fire Protection District

Subject: Emergency Ambulance Services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: American Medical Response West

Capacity: California Corporation

Address: 5151 Port Chicago Highway, Suite A, Concord, CA 94520

3. **Term.** The effective date of this Contract is January 1, 2016. It terminates on December 31, 2020 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 200,000,000.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

**STANDARD CONTRACT**  
**(Purchase of Services – Long Form)**

Number:  
Fund/Org:  
Account:  
Other:

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

California Health and Safety Code Section 13861 and all legal authorities cited in the HIPAA Business Associate Addendum attached to this Contract and incorporated herein by this reference.

10. **Signatures.** These signatures attest the parties' agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

<b>BOARD OF SUPERVISORS</b>  By:  Chair/Designee	<b>ATTEST: Clerk of the Board of Supervisors</b>  By: _____ Deputy
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**CONTRACTOR**

<b>Signature A</b> Name of business entity: American Medical Response West, a California corporation  By:  (Signature of individual or officer)  Timothy Dorn, COO/CFO (Print name and title A, if applicable)	<b>Signature B</b> Name of business entity: American Medical Response West, a California corporation  By:  (Signature of individual or officer)  Edward B. Van Horne, President (Print name and title B, if applicable.)
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**Note to Contractor:** For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ Colorado  
COUNTY OF ~~CONTRA COSTA~~ Arapahoe

On December 18, 2015 (Date),

before me, Angela M Willoughby (Name and Title of the Officer),

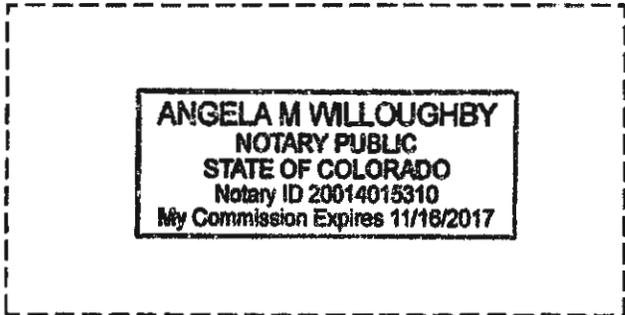
personally appeared, Timothy Dorn

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

*Angela M Willoughby*  
Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: *[Signature]*  
Designee

FORM APPROVED BY COUNTY COUNSEL

By: *[Signature]*  
Deputy County Counsel  
*Eric Belstrom*

APPROVED: COUNTY ADMINISTRATOR

By: *[Signature]*  
Designee

**PAYMENT PROVISIONS**  
**(Fee Basis Contracts - Long and Short Form)**

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$        monthly, or
- b. \$        per unit, as defined in the Service Plan, or
- c. \$        after completion of all obligations and conditions herein.
- d. Other: As set forth in Section P (Payment Provisions) of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials:

  
\_\_\_\_\_  
Contractor

  
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County Dept.

**SERVICE PLAN  
(Purchase of Services - Long Form)**

**TABLE OF CONTENTS**

<u>Section</u>	<u>Page Number</u>
A. Purpose.....	2
B. Definitions.....	2
C. Contractor Subcontracting.....	5
D. Scope of Services.....	5
E. Clinical Performance Standards.....	8
F. Standards of Care.....	14
G. Clinical Education Training.....	17
H. Operations Performance Standards.....	22
I. Personnel Standards.....	28
J. Fleet and Equipment.....	32
K. Communications.....	34
L. Customer Service and Community Education.....	36
M. Operational and Clinical Data Collection, Information Management and Reporting.....	37
N. Integration with First Responder Programs.....	39
O. Disaster, Multi-Casualty and Mutual Aid Response.....	40
P. Payment Provisions; Billing; Reporting.....	42
Q. Administrative.....	44
R. Workforce Engagement and Benefits.....	47
S. Risk Management Program.....	47

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**SERVICE PLAN  
(Purchase of Services - Long Form)**

**A. Purpose.** The purpose of this Contract is to set forth the respective obligations of the parties regarding the delivery of emergency ambulance services in certain areas of the County. The parties understand and agree that the purpose of this Contract is for the provision of emergency ambulance services to Contra Costa County ("County").

**B. Definitions.**

1. "**Advanced EMT**" or "**AEMT**" means a California certified emergency medical technician with additional training in limited advanced life support pursuant to Health and Safety Code section 1797 et seq.
2. "**Advanced Life Support**" or "**ALS**" means special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of the Base Hospital or utilizing approved prehospital treatment protocols or standing orders as part of the EMS System at the scene of an emergency, during transport to an acute care hospital or other approved facility, during inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital.
3. "**ALS Ambulance**" means an ambulance equipped, or arranged and staffed for the purpose of providing ALS care within the EOAs while under contract with the County.
4. "**Ambulance**" means any motor vehicle that meets the standards set forth in Title 13 of the California Code of Regulations, and which is specifically constructed, modified or equipped, or arranged, used, licensed, or operated for the purpose of transporting sick, injured, convalescent, infirmed, or otherwise incapacitated persons in need of medical care.
5. "**Ambulance Strike Team**" or "**AST**" means a team of five staffed ambulances, a designated AST leader (herein, an "**ASTL**"), and an ASTL vehicle.
6. "**Ambulance Unit Hour**" means a 60 minute period of time during which Contractor has made one appropriately supplied and staffed Ambulance (in accordance with the provisions of this Contract) available to respond to requests for service within the Service Area and for other approved events, services and obligations.
7. "**Annual System Improvement and Enhancement Goals**" means those goals, mutually agreed upon by the parties, that contain the EMS System improvements and enhancements that are to be implemented by Contractor for the specified year.
8. "**Arrival on Scene Time**" has the meaning set forth in Section H(5)(c) below.
9. "**Base Hospital**" means John Muir Medical Center, Walnut Creek campus, or other facility designated by CCEMSA pursuant to Health and Safety Code section 1798.100.
10. "**Basic Life Support**" or "**BLS**" means emergency first aid and cardiopulmonary resuscitation medical care procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting proper application of cardiopulmonary resuscitation to maintain life without invasive techniques, unless authorized by state law or regulation, until the victim may be transported or until ALS medical care is available.
11. "**BLS Ambulance**" means an Ambulance equipped, or arranged, and staffed for the purpose of providing BLS care within the County.
12. "**CCEMSA**" means the County agency having primary responsibility for the administration of EMS within the county.

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**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

13. **"CCCEMSA Contract"** means the Emergency Ambulance Services contract, dated January 1, 2016, between County and District for the delivery of emergency ambulance services in the Service Area.
14. **"CCCEMSA Medical Director"** means the physician designated by the County to serve as the medical director of CCCEMSA pursuant to Health and Safety Code section 1797.202.
15. **"CCCEMSIS"** means the Contra Costa County Emergency Medical Services Information System as set forth in Section M(2).
16. **"Collaboration Committee"** means the committee described in Section P(12).
17. **"Continuous Quality Improvement"** or **"CQI"** means the process of evaluating prehospital EMS and non-emergency transportation services to identify where personnel performance or the system itself can be improved, implementing potential improvements, and reevaluating and refining them in a continuous cycle. While quality assurance traditionally focuses on the detection of defects, CQI strives to prevent them.
18. **"County EMS System"** or **"EMS System"** means the specifically organized system of local EMS communications centers (law enforcement, fire, and ambulance), emergency ambulance providers, non-emergency ambulance providers, local fire agencies, air ambulance/rescue providers, local hospitals, local and state law enforcement agencies, EMS training programs, and EMS continuing education providers that provide the coordinated delivery of EMS services within the County.
19. **"County"** has the meaning set forth in the first paragraph of this Contract.
20. **"County EMS Plan"** means a plan for the delivery of emergency medical services pursuant to Health and Safety code section 1797 et seq.
21. **"Disaster Medical Support Unit"** or **"DMSU"** means a vehicle owned by EMSA and provided to CCCEMSA for disaster medical response.
22. **"District"** means Contra Costa County Fire Protection District, a fire protection district existing under the laws of the State of California.
23. **"District's Contact Person"** has the meaning set forth in Section C(2) below.
24. **"Emergency Ambulance"** means an Ambulance permitted pursuant to Division 48 of the County Ordinance Code and operated by a CCCEMSA authorized emergency ambulance provider in an EOA as identified in the County EMS Plan.
25. **"Emergency Ambulance Services"** means Ambulance services provided at any CCCEMSA authorized level (ALS, critical care transport, or BLS) provided in response to 9-1-1 and/or seven (7) digit or ten (10) digit requests for EMS through an authorized PSAP, or prehospital emergency calls received directly by Contractor.
26. **"Emergency Ambulance Transport"** means any Ambulance transport originating from a 9-1-1, seven (7) digit or ten (10) digit request for service through an authorized PSAP, or originating from prehospital emergency calls received directly by Contractor, or an Ambulance transport of a patient suffering a medical emergency from the prehospital environment to a CCCEMSA authorized acute care facility or hospital emergency department.
27. **"Emergency Medical Dispatch Center"** means an emergency medical dispatch center that has been approved by CCCEMSA for dispatching Ambulances under this Contract.
28. **"Emergency Medical Dispatch System"** means a system that enhances services provided by emergency medical dispatchers by allowing the call taker to quickly narrow down the caller's type of medical or trauma situation using nationally standardized medical triage, so as to better dispatch emergency services and provide quality instruction to the caller before help arrives.

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County

**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

29. **"Emergency Medical Services" or "EMS"** means the services delivered through the EMS System in response to a medical emergency.
30. **"Emergency Response Area" or "ERA"** means ambulance emergency response areas established by CCCEMSA and delineated on the map entitled "Emergency Response Areas of the County", as amended, which is on file in the office of CCCEMSA and the Clerk of the County Board of Supervisors.
31. **"EMS Quality Improvement Plan" or "EQIP"** means the EMS System-wide quality improvement plan and activities stated in the plan submitted by CCCEMSA and approved by the EMSA pursuant to California Code of Regulations, Title 22.
32. **"EMSA"** means the California Emergency Medical Services Authority.
33. **"EMT"** means a person certified to render BLS medical care pursuant to Health and Safety Code section 1797 et seq.
34. **"EOA"** means an exclusive operating area or subarea defined by the County EMS Plan where operations are restricted to one (1) or more Emergency Ambulance Service provider or providers of ALS services pursuant to Health and Safety Code section 1797.224.
35. **"Emergency Response Zone" or "ERZ"** means those areas defined by the County EMS Plan that establishes an emergency response zone and which are set forth on Exhibit A (Emergency Response Zones Map) as ERZ A, ERZ B, ERZ C, and ERZ D.
36. **"ePCR"** has the meaning set forth in Section M(6) below.
37. **"ePCR System"** has the meaning set forth in Section M(1) below.
38. **"IHI"** means the Institute of Healthcare Improvement.
39. **"Interim PCR"** means a PCR that has not been completed, but includes patient care findings and a description of pre-hospital treatment that is sufficient to allow the receiving hospital staff to provide patient care continuity.
40. **"KPI"** has the meaning set forth in Section (E)(12) below.
41. **"Medical Health Operational Area Coordinator" or "MHOAC"** means the County health officer and the CCCEMSA Director acting jointly as the Medical Health Operational Area Coordinator under California Health and Safety Code section 1797.153 as responsible for ensuring the development of a medical and health disaster plan for the Operational Area.
42. **"MCI"** means a medical emergency incident involving multiple or mass casualties.
43. **"Performance Report"** means a report to be generated by Contractor for District on an annual or monthly basis that details Contractor's activities performed pursuant to this Contract and presents the performance metrics and compliance elements stipulated under this Contract in a format approved by CCCEMSA.
44. **"Paramedic"** means a person licensed and accredited to render ALS medical care pursuant to Health and Safety Code section 1797 et seq.
45. **"PCR"** means a patient care report, the form of which shall be approved by CCCEMSA for patient documentation on EMS System responses including all patient contacts, cancelled calls, and non-transports.
46. **"Permitted Ambulance Providers"** means those ambulance provider agencies issued a permit to operate in the County pursuant to Division 48 of the County Ordinance Code.
47. **"PSAP"** means the public safety answering point where 9-1-1 calls are first received for a particular jurisdiction.
48. **"Response Time"** means the interval, in exact minutes and seconds, between the Time Call Received and either the Arrival on Scene Time, or the time of cancellation by an Emergency Medical Dispatch Center.
49. **"Response Time Standards"** has the meaning set forth in Section H(3).
50. **"Service Area"** has the meaning set forth in Section D(1)(a) below.

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County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

51. "Time Call Received" has the meaning set forth in Section H(5)(b) below.
52. "Transport Employees" means Contractor's employees that provide ambulance transport services.

**C. Contractor as Subcontractor.**

1. Subcontracting. District has entered into the CCCEMSA Contract, but does not have the infrastructure or personnel necessary to directly perform the ambulance services required thereunder. This Contract is being entered into for the purpose of Contractor acting as District's subcontractor to perform emergency ambulance services pursuant to the terms of this Contract. This Contract is subject to all the terms and conditions of the CCCEMSA Contract, and Contractor represents that it has received a copy of the CCCEMSA Contract and is aware of its requirements. Contractor understands and agrees that certain provisions of this Contract obligate it to comply with CCCEMSA's directions, and Contractor agrees to comply with such obligations as set forth herein. Nothing contained in this Contract shall create any contractual relationship between County and Contractor.
2. County Communications. Contractor shall direct all communications regarding its performance of its obligations under this Contract to an individual designated by District in writing to Contractor ("District's Contact Person"), or a designee within District's organization designated in writing by District's Contact Person; provided, that District's Contact Person may authorize Contractor to contact CCCEMSA in certain specified situations. The parties shall discuss communications issues as necessary at monthly Collaboration Committee meetings described in Section P(12) below. This provision shall not abrogate or otherwise restrict Contractor's direct communication with CCCEMSA concerning Contractor's Transport Employees as required by regulation or law.

**D. Scope of Services.**

1. Service Activities. Contractor shall provide ambulance services in the County pursuant to all the terms and conditions contained or incorporated herein, and subject to the proposal submitted to CCCEMSA by Contractor and District, dated May 21, 2015, and the Plan B Proposal submitted to CCCEMSA by Contractor and District, dated July 6, 2015 (collectively, the "Proposal"), which are on file with CCCEMSA located at 1340 Arnold Drive, Suite 126, Martinez, CA and incorporated herein by reference. In the case of any conflict between the provisions of this Contract and the provisions of the Proposal, the provisions contained in this Contract's Service Plan, Special Conditions, General Conditions, and Exhibits shall prevail. The ambulance services delivered under this Contract shall be provided in accordance with the requirements of California Health and Safety Code sections 1797 et seq., Division 48 of the Contra Costa County Ordinance Code, and all regulations promulgated thereunder, as the same may be amended or superseded. In performing services hereunder, Contractor agrees to work cooperatively with CCCEMSA.
  - a. Scope of Services. Contractor, throughout the term of this Contract and under the general direction of District, shall employ all resources necessary to continuously provide ALS Emergency Ambulance Services as specified under this Contract to the residents and visitors of County twenty-four (24) hours a day, every day, when requested by an Emergency Medical Dispatch Center, in Emergency Response Areas 1, 2 and 5 ("Service Area"). The parties understand and agree that during the term of

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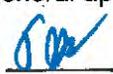
  
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**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

this Contract, Response Time requirements and deployment of ambulance resources may be adjusted through amendments to this Contract. Contractor will work with District and CCCEMSA to pilot and implement changes to Response Time requirements, ERZs, and call density designations as necessary for the protection of the public's health and safety as provided in this Contract.

- i. EOA Adjustments. Contractor understands and agrees that County may, as necessary for public safety, health and welfare to ensure an effective County EMS System, make adjustments to the EOAs consistent with applicable laws.
- b. Advanced Life Support (ALS) Mandate.
  - i. ALS Ambulance Response. Contractor shall place an ALS ambulance on scene for every request for Emergency Ambulance Services, without interruption, twenty-four (24) hours per day, for the full term of this Contract, unless otherwise authorized by District through an approved Emergency Medical Dispatch Center and resource response program that dictates the level and priority of ambulance response. Contractor understands and agrees that the foregoing ALS mandate may be suspended by CCCEMSA either directly or by policy/protocol during an MCI or disaster response. Services provided by Contractor shall be provided without regard to the patient's race, color, national origin, religious affiliation, age, sex, sexual orientation, sexual identity, or ability to pay.
  - ii. Penalty. District shall impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which Contractor is penalized under the CCCEMSA Contract because an Emergency Ambulance is not dispatched to a call originating within the Service Area and no Ambulance responds.
- c. Ambulance Services Accreditation. Throughout the term of this Contract, Contractor shall maintain accreditation through the Commission on Accreditation of Ambulance Services.
- d. Ambulance Staffing.
  - i. Subject to Section I (Personnel Standards) below, all Ambulances providing Emergency Ambulance Services under this Contract shall be staffed with a minimum of one (1) Paramedic and one (1) EMT and equipped to provide ALS care. The Ambulance Paramedic shall be the caregiver with ultimate responsibility for all patients.
  - ii. Contractor may send BLS Ambulance units staffed with two (2) EMT's to requests for multi-unit response and to any calls in which an Emergency Medical Dispatch Center determines that a BLS Ambulance response is appropriate according to emergency medical dispatch protocols and policies approved by CCCEMSA.
  - iii. District may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which a BLS Ambulance responds and transports a patient that required ALS care according to policies approved by CCCEMSA.
  - iv. At Contractor's sole option, the requirement for EMT staffing levels on any or all Ambulance units may be enhanced to higher levels of training without additional obligation of District.
- e. ALS Inter-Facility Transportation. Contractor and District shall negotiate in a good faith effort to develop and implement an ALS inter-facility transportation services program within 24 months of the effective date of this Contract.
- f. Additional Services. During the term of this Contract, the parties agree to meet to discuss additional services that Contractor may provide under this Contract, including without limitation, special-event standby ambulance services, up-staffing of ambulances for cities that want to pay for the costs of those services, and general up-staffing of

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County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

ambulances at District's discretion, and to amend this Contract to provide for such services if agreement is reached.

2. No Prehospital Emergency Medical Services Agreement. This Contract pertains to the provision of emergency ambulance services only. District remains responsible for the provision and administration of first responder prehospital emergency medical services within its fire district.
3. Integration and Collaboration with the EMS System. Contractor agrees to work collaboratively with District, CCEMSA, PSAPs, public safety partners, other Permitted Ambulance Providers, hospitals and communities in an effort to provide an integrated and coordinated system of readiness, emergency medical response, transport and continuity of patient care. This includes requests from or approved through District and CCEMSA for: mutual and automatic aid; community education and injury prevention campaigns; work on critical infrastructure; participation in planning activities; support for committees, joint training programs, drills, educational events and conferences; research projects; preparing grant or funding applications; supplying clinical reports and performance data, and continuous QI initiatives.
  - a. Contractor agrees to provide community service, outreach and education as outlined within Section L (Customer Service and Community Education) below.
  - b. Contractor shall assist other EOA and Non-EOA ambulance service providers and provide mutual aid inside and outside Service Area as requested by District.
  - c. Contractor's automatic aid and mutual aid policies, protocols and operational procedures for deploying and receiving Ambulance resources from within or outside the Service Area are subject to approval by District and CCEMSA.
4. Local Infrastructure. Contractor shall provide all necessary operational, clinical, and support service infrastructure within the County to perform the services required under this Contract.
5. Special Emergency Medical Services. Contractor may provide special EMS programs as approved by District and CCEMSA. Examples of special EMS programs include, but are not limited to: event medical services; bicycle EMS services; tactical EMS services; and community paramedic services. Where applicable, such special EMS program services shall conform to established CCEMSA policies and EMSA guidelines. Contractor's provisions of special EMS programs shall not conflict with or interfere with Contractor's other obligations under this Contract.
6. Compliance with CCEMSA Protocols, Policies, Procedures and Applicable Laws. Contractor shall comply with CCEMSA protocols, policies, procedures, performance standards, and with applicable laws in the provision of all services required by this Contract.
7. Capitalization. Contractor shall invest in its infrastructure, technology, and equipment to enable Contractor to perform its obligations under this Contract, including operational effectiveness, clinical care, and support services.
8. Disaster Assistance and Response. Contractor shall be actively involved in planning for and responding to MCIs and disasters in the County. Contractor will implement its medical surge plan and deploy ASTs and disaster response efforts as requested by District or the

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County



**SERVICE PLAN  
(Purchase of Services - Long Form)**

2. Quality Improvement Processes.

- a. Contractor's CQI program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care. QI processes shall be utilized to improve outcome oriented patient care and facilitate related continuing education. Contractor's CQI program will be implemented and refined with input, approval, and oversight of CCCEMSA and the CCCEMSA Medical Director.
- b. Contractor's medical director and CQI staff shall interact and collaborate with the CCCEMSA Medical Director and CCCEMSA staff as requested by District.

3. Medical Control.

- a. Contractor shall permit CCCEMSA to oversee medical services provided by Contractor under this Contract. Prospective and on-line medical control of EMT and Paramedic personnel shall be according to the policies and procedures established by the CCCEMSA Medical Director. Retrospective medical control shall be provided according to the standards set forth by the CCCEMSA Medical Director through CQI programs, including continuing education programs conducted cooperatively by Contractor, CCCEMSA, partner pre-hospital provider agencies, and the Base Hospital.
- b. Contractor shall allow CCCEMSA, through District, to investigate aspects of Contractor's operation relevant to its delivery of patient care services to ensure they are performed in a safe and reliable manner. Accordingly, Contractor shall provide, in a timely manner, all records, information, and reports reasonably requested by the CCCEMSA Medical Director, or designee, to evaluate the emergency medical services provided by Contractor under this Contract.

4. Medical Reviews and Audits.

- a. Contractor acknowledges that medical reviews and audits are a critical function of an effective medical quality assurance and improvement program.
  - i. Contractor shall work cooperatively with CCCEMSA, the CCCEMSA Medical Director, the Base Hospital, District, and other EMS System partners to identify and support activities that provide case-based learning and feedback to Transport Employees.
  - ii. Contractor shall cooperate with requests by the CCCEMSA Medical Director, or designee, for employee attendance at medical reviews or audits.

5. Incident Review and Investigations.

- a. Contractor shall provide reasonable cooperation and information requested by District relative to incidents and inquiries and will make involved personnel available for interview by CCCEMSA staff in a timely manner.
  - i. Contractor's supervisory and management personnel will assist CCCEMSA with incident investigations and disciplinary activities as requested by District.
  - ii. Contractor shall make its employees available to District and CCCEMSA for investigational interviews as necessary.
  - iii. To the greatest extent possible, incident investigations are to be scheduled in advance for the convenience of Transport Employees. Contractor shall arrange schedule changes, if necessary, to make incident review or investigation more convenient. District shall work with Contractor in an effort to avoid unnecessarily

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County

**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

- altering procedures and processes that are already in place in Contractor's organization.
- b. Contractor will respond to requests for information received from District within reasonable time frames included in the information request. This shall include PCR's, supplemental patient information, CAD records, incident narratives and reports, inventory ordering, receipt and control documentation, fleet maintenance records, critical failure reports, safety reports, and any other information or records required by CCCEMSA to fully complete thorough reviews and investigations related to any services provided under this Contract.
  - c. Contractor shall foster a culture that is designed to rectify clinical mistakes and emphasize lessons learned for the benefit of the patient and caregivers (e.g., Just Culture). In this model, caregivers are taught to recognize that mistakes are made and feel able to report these mistakes and have them remedied in a non-punitive setting.
  - d. Contractor shall notify District of the occurrence of any and all incidents, as defined in the criteria, policies, and procedures established by CCCEMSA.
6. Field Treatment Guide Production.
- a. Contractor understands that CCCEMSA (i) has made an electronic version of its field treatment guide available to the public at no cost through an iOS and Android application, (ii) will update and maintain all policies, treatment guidelines, procedures, and other field care related information in the application as necessary, and (iii) will make available a current electronic copy of the field treatment guide upon request at no cost.
  - b. Contractor is financially responsible for the production of CCCEMSA Field Treatment Guide manuals at its cost should Contractor choose to print manuals for Transport Employees.
7. Clinical Education and Training. Contractor shall develop and implement a clinical education and training program that is consistent with the CCCEMSA EQIP, and which shall be approved by CCCEMSA. Contractor's clinical education and training program will include new employee orientation, continuing education at no cost to participants, and a Field Training Officer program as described in Section F(3) below for pre/post accreditation paramedics. Contractor shall, and shall become a continuing education provider as described in California Code of Regulations, Title 22, Division 9, Chapter 11, and maintain its status as a continuing education provider during the term of this Contract.
8. Clinical Quality Improvement Program Staff Commitment. Contractor shall provide CQI staff to coordinate and provide Contractor's CQI activities. Required CQI staff and responsibilities include:
- a. Associate Medical Advisor. Contractor shall retain a California licensed physician as an associate medical advisor to support its chief medical advisor in his/her responsibilities.
  - b. CES Director. Contractor shall employ and maintain a Regional Clinical and Educational Services (CES) Director who will provide oversight and management of KPIs and ongoing organization-wide quality management programs.
  - c. CES Manager. Contractor shall employ and maintain a minimum of one (1) full-time CES Manager, with specialized training and experience in quality improvement to implement and oversee Contractor's ongoing quality management program. The CES Manager shall be responsible for coordination of all clinical review activities, developing

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**(Purchase of Services - Long Form)**

- and supporting a comprehensive orientation academy for new employees, and managing Contractors internal and system-integrated CQI activities.
- i. The CES Manager shall be currently licensed in California as a Paramedic or registered nurse and be based in the County.
  - d. CES Coordinator. Contractor shall and maintain a minimum of one (1) full-time CES Coordinator who will be responsible for the medical quality assurance evaluation of all services provided pursuant to this Contract.
    - i. The CES Coordinator shall be currently licensed in California as a Paramedic or registered nurse and based in the County.
    - ii. It is preferable but not mandatory that at least one (1) CES Manager or one (1) CES Coordinator position be filled by a licensed California registered nurse.
  - e. EMS Epidemiologist / Clinical Data Analyst. Contractor shall employ and maintain a minimum of one (1) full-time Clinical EMS Epidemiologist / Clinical Data Analyst, who shall be made available to work directly with CCCEMSA and the EMS Medical Director to gather, analyze, and report EMS System wide clinical performance data as specified by the County. The Clinical EMS Epidemiologist / Clinical Data Analyst shall evaluate PCR's.
    - i. The EMS Epidemiologist/ Clinical Data Analyst shall attain the Structured Query Language (SQL) Developer competency level.
    - ii. The Clinical EMS Epidemiologist / Clinical Data Analyst shall be based in the County.
  - f. Contractor shall make available a minimum of eighty (80) compensated hours per month for designated field employees to participate in CQI activities.
9. IHI Certificate of Patient Safety, Quality and Leadership. Contractor's quality and clinical personnel shall complete an IHI Open School online certificate program in Patient Safety, Quality, and Leadership within eighteen (18) months of the effective date of this Contract or of employee hire.
10. Integrated Quality Leadership Council (QLC). Contractor shall work with District and CCCEMSA to implement and coordinate an integrated quality leadership council to identify, evaluate, and recommend solutions to common issues related to an integrated EMS response. The QLC shall include Contractor and representatives from fire agencies providing paramedic service within Contractor's Service Area.
11. Coordination of Data Gathering and Quality Improvement Efforts.
  - a. Contractor shall support implementation of a technological tool that will fully integrate electronic records and alignment of data sets EMS system wide, in cooperation with CCCEMSA and fire services. A fully implemented tool will be capable of the following within the Service Area:
    - i. Allow for quantitative reporting of overall clinical performance, which can be tied to providing integrated EMS System patient care solutions, training and community prevention, meaningful data comparison and greater collaborative research opportunities.
    - ii. Provide real-time data to fire agencies for use in fire CQI activities.
    - iii. Contractor shall reasonably cooperate with CCCEMSA on all data initiatives used to support clinical care and QI.

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**12. Clinical and Operational Benchmarking and Research.**

- a. **Key Performance Indicators and Benchmarks.** Contractor shall use key performance indicators (as detailed below, "KPIs") as tools for measuring Contractor's performance under this Contract. In addition Contractor shall identify benchmarks and other QI tools to evaluate and set goals for improving the clinical and non-clinical performance of Contractor's personnel. Contractor shall provide District with periodic reports detailing its KPI and benchmarks progress according to a schedule approved by CCCEMSA.
- b. **Non-Clinical KPIs.** Contractor's non-clinical KPIs shall include at least the following:
- i. Customer satisfaction KPIs
  - ii. Human Resources/Employee satisfaction KPIs:
    - A. Shift holdovers per week
    - B. Employee turnover rate
    - C. Turnover factors/employee satisfaction
  - iii. Community health partnership KPIs:
    - A. 9-1-1 calls for patient conditions targeted in community health awareness programs, which include:
      - x. Elderly falls
      - y. STEMI transports
      - z. Early onset stroke transports
    - B. Number of community health improvement activities
      - x. Home inspections
      - y. Fall prevention for seniors
      - z. Track annual fire injuries/fatalities
  - iv. Fleet KPIs:
    - A. Critical vehicle failures per 100,000 miles
    - B. Preventative maintenance cycles
  - v. Safety KPIs:
    - A. Employee injuries per 10,000 payroll hours
    - B. Vehicle collisions per 100,000 miles travelled
    - C. Types of injury events
    - D. Types of auto events
  - vi. Unusual occurrences and complaints KPIs
  - vii. Financial stability KPIs:
    - A. Unit hour utilization ratio
    - B. Net revenue per transport
  - viii. Response time performance by zone, priority, and county-wide
  - ix. Complaint management
  - x. Use of mutual aid
  - xi. Safety
- c. **Clinical KPIs.** Contractor's clinical KPIs shall include at least the following:
- A. Presumptive impressions at dispatch compared to field intervention
  - B. Scene time and total prehospital time for time dependent clinical conditions like Acute Coronary Syndrome (ACS), stroke, and major trauma
  - C. Cardiac arrest survival in accordance with Utstein protocols
  - D. Fractal measurement of time to first defibrillation
  - E. Compliance with protocols, procedures, timelines, and destinations for ST-Elevation Myocardial Infarction (STEMI) patients
  - F. Compliance with protocols, procedures, and timelines for patients with pulmonary edema and congestive heart failure (CHF)

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(Purchase of Services - Long Form)**

- G. Compliance with protocols, procedures, and timelines for patients with asthma or seizures
  - H. Compliance with protocols, procedures, and timelines for patients with cardiac arrest
  - I. Compliance with protocols, procedures, and timelines and destinations for systems of care patients (e.g. trauma, STEMI, stroke, and cardiac arrest)
  - J. Compliance with protocols, procedures, and timelines for assessment of pain relief
  - K. Analysis of high risk, low frequency clinical performance issues and strategies to support competent care
  - L. Successful airway management rate by entire system, provider type, and individual, including EtCO2 detection
  - M. Successful IV application rate by entire system, provider type, and individual
  - N. Paramedic skill retention
  - d. Provide data developed through Contractor's CQI process to District and CCCEMSA for use in evaluating EMS System performance and in setting system improvement goals.
  - e. Incorporate any CCCEMSA approved benchmarking tools identified during the term of this Contract into Contractor's CQI process.
13. Medical Committee Participation. Contractor shall participate in all medical committees, work groups and task forces as requested by CCCEMSA.
14. Medical Research.
- a. Contractor shall collaborate with District and the CCCEMSA Medical Director to develop pilot programs and research projects. Any costs to be incurred by the parties in connection with pilot programs or research projects will be agreed upon at the Collaboration Committee meetings. Any proposed pilot program and research project must be approved in writing by District and the CCCEMSA Medical Director before being undertaken.
  - b. If the requirements of a pilot program or research project conflict with Contractor's performance obligations under this Contract, District may temporarily suspend Contractor's conflicting performance obligations for the purpose of the pilot program or research project.
  - c. Except as set forth in subsection (b) above, Contractor agrees that Contractor's services provided under pilot programs and research projects are in addition to the other services it performs under this Contract.
15. Patient Satisfaction Program. Contractor shall develop and implement, upon approval by District and CCCEMSA, a comprehensive patient satisfaction program ("PSP") that focuses on services provided to patients in the County EMS System. The PSP shall contain quantitative and qualitative assessment mechanisms that will enable CCCEMSA to validate and benchmark patient feedback on the quality of services they were provided by Contractor.
16. CQI Program Administration. If there are complaints or concerns regarding the performance of any key CQI personnel during the term of this Contract, Contractor shall cooperate in good faith with CCCEMSA and District in addressing and resolving such concerns. Any issues arising in the performance or administration of the CQI program will be addressed by Contractor, District, and CCCEMSA through the dispute resolution process set forth in Section P(12).

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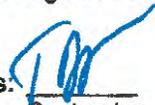
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17. Cardiac Arrest Performance Reporting System. Contractor shall work collaboratively with CCCEMSA to strive to increase pre-hospital provider cardiopulmonary resuscitation (CPR) performance by supporting the existing CPR performance reporting system (e.g., CodeStat). No later than January 1, 2017, Contractor shall timely and consistently annotate all applicable cardiac arrest reports received through the CPR performance reporting system.
18. Against Medical Advice Protocol.
- a. Protocol Development. Contractor and District shall cooperate with CCCEMSA to develop an Against Medical Advice (AMA) protocol, which shall be implemented and followed by Transport Employees beginning no later than January 1, 2017.
  - b. Penalties. District may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for a Transport Employee's failure to document an AMA according to the requirements established in the AMA protocol.

**F. Standards of Care.**

1. Patient Care Goal. Contractor shall cooperate and collaborate with District and CCCEMSA to develop, implement, and continuously improve clinical standards of care that optimize patient outcomes. Contractor further agrees to continuously maintain optimal effort to improve core indicators of quality service as established by CCCEMSA with the goal to consistently provide excellent patient care and patient satisfaction.
2. Continuous Quality Improvement (CQI) Program Plan. Contractor shall work with District and CCCEMSA to develop and implement, upon approval by District and CCCEMSA, a CQI program plan that seeks optimal patient care and effective operations for all services provided under this Contract. The CQI program plan shall:
- a. Be in compliance with California Code of Regulations, Title 22, Division 9, Chapter 12, associated state guidelines, National Association of EMS Officials guidelines, and the CCCEMSA EMS Quality Improvement Plan.
  - b. Utilize practices that promote integration and collaboration for clinical excellence with all EMS System participants, including:
    - i. Data collection and analysis
    - ii. Real-time and retrospective patient care record audits conducted by Field Training Officers
    - iii. Observation and evaluation of clinical care performed by supervisors and management staff
  - c. Establish and maintain a sufficient organizational structure within Contractor's operation that supports effective clinical oversight and execution of the plan.
  - d. Contain provisions to continuously monitor, evaluate, and report core performance, process, and patient outcome indicators as established by CCCEMSA.
  - e. Establish and maintain clinical metric score cards for Contractor's EMTs and paramedics that shall include, but are not limited to the following:
    - i. Safe and effective maintenance of airway and ventilation
      - A. Shall include each employee's basic and advanced airway success rates and number of attempts of each
    - ii. Reduction of pain and discomfort
      - A. Shall include each employee's mean patient pain and discomfort rating before and after intervention. For paramedics, a usage percentage of controlled substances for pain management

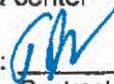
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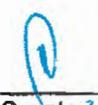
  
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- iii. Relief of respiratory distress
  - A. Shall include each employee's mean respiratory distress rating before and after intervention
- iv. Cardiac arrest resuscitation - shall include the total number of cardiac arrest patients for each employee, and include the following:
  - A. Percentage of return of spontaneous circulation
  - B. Number of patients transported to a hospital with return of spontaneous circulation
  - C. Chest compression rate accuracy
  - D. Mean time between rounds of chest compressions
  - E. Percentage of cardiac arrests defibrillated
  - F. Percentage of cardiac arrest patients who were treated with epinephrine
  - G. Percentage of cardiac arrest patients treated with amiodarone
  - H. Percentage of cardiac arrest patients treated with sodium bicarbonate
  - I. Percentage of patients who received EtCO<sub>2</sub> monitoring
  - J. Percentage of vascular access devices (e.g. IV and IO) and placement location
  - K. The number of field pronouncements.
- v. Recognition and care of ischemic syndromes - shall include the total number of suspected STEMI patients identified for each Transport Employee, and include the following:
  - A. Percentage of 12-Lead ECG's obtained calculated against total number of STEMI patients
  - B. Mean 12-Lead ECG transmit time calculated from time arrived at patient's side to time of 12-Lead ECG transmission
  - C. Percentage of suspected STEMI patients treated with aspirin
  - D. Percentage of suspected STEMI patients treated with nitroglycerin
  - E. Percentage of suspected STEMI patients treated with controlled substances for pain management
  - F. Percentage of suspected STEMI patients treated with oxygen
  - G. Percentage of suspected STEMI patients who received an IV
  - H. Mean scene time for suspected STEMI patients calculated from time arrived at patient's side to time of transport
- vi. Shall include the total number of suspected stroke patients identified by each Transport Employee, and include the following:
  - A. Percentage of suspected stroke patients who had a documented GCS
  - B. Percentage of suspected stroke patients who had a documented blood glucose value
  - C. Percentage of suspected stroke patients who had a documented Cincinnati Stroke Scale / LAMS evaluation
  - D. Percentage of suspected stroke patients treated with oxygen
  - E. Percentage of suspected stroke patients who received an IV
  - F. Mean scene time for suspected stroke patients calculated from time arrived at patient's side to time of transport
- vii. Effective and timely trauma care - shall include the total number of suspected trauma patients identified by each employee, and include the following:
  - A. Percentage of blunt trauma patients
  - B. Percentage of penetrating trauma patients
  - C. Percentage of trauma activations
  - D. Percentage of trauma patients transported to a trauma center

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 County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

- E. Percentage of trauma patients transported to a non-trauma hospital
  - F. Percentage of adult trauma patients
  - G. Percentage of pediatric trauma patients
  - H. Percentage of trauma patients who received an IV/IO
  - I. Total number of field pronouncements of traumatic arrest
  - J. Mean scene time for trauma patients calculated from time arrived at patient's side to time of transport
  - viii. Ensuring safe patient care and transportation - shall include the total number of patients attended to by each employee calculated by the number of patient care records where each employee was listed as the primary patient care provider, and include the total number of patient injuries that occurred as a result of unsafe care, equipment failure, or vehicle collisions.
  - f. In addition to the provision of medical care, include the following areas:
    - i. Customer-Patient Satisfaction
    - ii. Accountability for patient belongings
    - iii. Injury/Illness Prevention
    - iv. Community Education
    - v. Human Resources
    - vi. Safety
    - vii. Fleet, Equipment Performance and Materials Management
    - viii. Unusual Occurrences, Incidents, and Complaint Management
    - ix. Leadership
    - x. Communications (Deployment, System Status Management and Dispatching)
    - xi. Risk Management
  - g. Demonstrate progressive quality improvement results evidenced by annual written updates to District CCCEMSA on the effectiveness of the plan and summary of activities conducted under the plan.
  - h. Include procedures to provide an Interim PCR or a completed ePCR for each patient response utilizing the CCCEMSA approved data system, and for delivery of the Interim PCR or ePCR to the receiving hospital in a timely manner.
  - i. Include linkages to continuing education programs.
  - j. Include action planning to improve performance based upon core indicators as established by CCCEMSA.
3. Field Training Officer (Train-the-Trainer) Program.
- a. Contractor shall develop and implement a comprehensive Field Training Officer (FTO) Program subject to approval by District and CCCEMSA. The FTO program shall, at a minimum, include:
    - i. An outline of the responsibilities of the FTO and new hire ambulance employees.
    - ii. Establishing minimum and maximum number of shifts or hours required for each new hire ambulance employee to complete during FTO evaluation.
    - iii. Establishing a clearly defined pathway for remediation of deficiencies discovered during the field evaluation process.
    - iv. Using standardized evaluation forms for all new hire ambulance employees
    - v. Utilize industry best practices that promote a friendly and cooperative learning environment.
    - vi. Ensuring new hire ambulance employees are afforded time with a FTO prior to working on an ambulance alone.

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(Purchase of Services - Long Form)**

- vii. Utilize the education and personnel management process described in Section E(5)(c) above.
- viii. Ensuring that Contractor has sufficient number of qualified FTOs to support execution of the CQI plan, Contractor and CCCEMSA education and training programs, and other duties on behalf of Contractor.
- ix. Incorporate an evaluation method for both FTO of new hire ambulance employee and new hire ambulance employee of the FTO.

**G. Clinical Education Training.** Contractor shall develop and implement, upon approval by District and CCCEMSA, a clinical education and training program that utilizes contemporary performance-based methods and processes. The clinical education and training program shall be linked to Contractor's CQI program plan, and be consistent with the CCCEMSA EQIP. The clinical education and training program shall include elements as outlined below:

1. Comprehensive and Integrated Training Programs. Contractor shall have a comprehensive training and education program for its paramedics, EMTs, management, and support staff. Training and education classes shall be open to all Contractor employees. Contractor is responsible for the training programs, but the programs shall adhere to CCCEMSA requirements and be developed collaboratively with CCCEMSA, hospitals, educational institutions, and other system partners.
2. Clinical Education Services. Contractor shall provide District and CCCEMSA with its Clinical and Educational Services (CES) organization schematic for approval. Contractor's CES organization shall identify sufficient qualified personnel to provide that all education and training requirements as stated in this Contract are implemented and maintained.
3. Training Program Components.
  - a. Contractor shall require that all new Transport Employees complete an orientation that is designed to prepare them to be fully functioning EMTs or Paramedics in the County. The orientation program shall be approved by District and CCCEMSA and will include, but not be limited to:
    - i. Contra Costa EMS System overview;
    - ii. A review of all relevant CCCEMSA plans, programs, policies, protocols, and procedures as appropriate for the individual's level of credentialing and job duties;
    - iii. Customer service expectations and cultural awareness and sensitivity education
    - iv. Demonstration of skills proficiency in optional and infrequent skills as identified in CCCEMSA policies, protocols, procedures, performance standards, and EQIP (This may be approved as a component of field evaluation and training);
    - v. Geography and map reading skills training including key landmarks, routes to hospitals, and other major receiving facilities within the County and surrounding areas;
    - vi. Hospital receiving centers, trauma centers, and specialty care centers including designated patient catchment areas;
    - vii. Radio communications with and between the ambulance, Base Hospital, receiving hospitals, county communications centers, and emergency operations frequencies;
    - viii. Contractor's policies and procedures;
    - ix. Emergency vehicle operations course (EVOC);

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County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

- x. Clinical quality improvement (CQI) plan;
  - xi. Human resources, benefits, payroll, and scheduling overview and training;
  - xii. Corporate and/or department compliance policies;
  - xiii. OSHA/Federal Laws and Regulations;
  - xiv. Dementia and elderly citizen training;
  - xv. Workplace health and safety;
  - xvi. Illness/Injury Prevention;
  - xvii. Infection Control and personal protective equipment use;
  - xviii. Violence in the workplace;
  - xix. Diversity in the workplace;
  - xx. Harassment-free workplace;
  - xxi. Medical and legal guidelines;
  - xxii. Assaultive behavior management training;
  - xxiii. Performance improvement;
  - xxiv. Billing and reimbursement processes;
  - xxv. Professionalism;
  - xxvi. Back safety;
  - xxvii. Critical incident stress management;
  - xxviii. Patient care record system training and documentation standards;
  - xxix. Trauma triage;
  - xxx. Mobile data terminal instruction and communication;
  - xxxi. Health Insurance Portability and Accountability Act (HIPAA), and the Health Information Technology for Economic and Clinical Health (HITECH) Act confidentiality and regulation;
  - xxxii. Hazardous materials (first responder awareness level);
  - xxxiii. MCIs
  - xxxiv. Gurney operations;
  - xxxv. Ambulance utilization and system status training;
  - xxxvi. Cultural competence and linguistic access ;
  - xxxvii. Medical equipment familiarization, maintenance, user competency, and critical failure reporting;
  - xxxviii. Code of conduct;
  - xxxix. Field training program and new employee expectations ;
  - xl. Tuberculosis screening and Hepatitis B immunization;
  - xli. Vehicle maintenance, including mandatory daily vehicle check;
  - xl.ii. Hazardous material and communications and weapons of mass destruction; and
  - xl.iii. Patient focused care and advocacy.
- b. Contractor shall provide refresher training for each of the topics listed above to all Transport Employees as required by law.
- c. Contractor shall make its general training and education programs available to all EMS System stakeholders.
4. EMT Education and Training Requirements.
- a. The parties understand that required training may be modified by changes in CCCEMSA plans, programs, policies, protocols, and procedures. Education/training required for EMTs include:
- i. EMT skills competency (i.e. skills competency verification for EMT recertification);
  - ii. Incident Command System ("ICS") 100, 200 and 700, 800 must be completed within three (3) months of hire;

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**SERVICE PLAN  
(Purchase of Services - Long Form)**

- iii. Infrequent Skills Lab: annual hands-on experience demonstrating proficiency in skills as defined by the EQIP;
- iv. Annual CCEMSA policy, protocol, and procedures updates;
- v. Annual training courses/offerings as identified by the CCEMSA Medical Director, Contractor Medical Advisor, or CES Manager through CQI activities;
- vi. 9-1-1 ambulance/paramedic partner training;
- vii. Mandatory Contractor-based training no less than four (4) hours each between two (2) and four (4) times per year;
- viii. Annual attendance of two (2) hours of disaster training;
- ix. Annual attendance of an additional two (2) hours of disaster training focused on interoperability with fire and law enforcement;
- x. Annual attendance of a Communications Center evacuation drill; and
- xi. Prior to working on a 9-1-1 ambulance with a Paramedic partner, EMTs will complete Contractor's competency based Paramedic Partner curriculum. This consists of a didactic curriculum and field training/evaluation to be submitted to CCEMSA as part of Contractor's CQI plan. Following the didactic education, EMTs will be assigned to an ambulance with an authorized field training officer and complete a skills evaluation prior to being assigned to work one-on-one with a paramedic partner.

**5. Paramedic Education and Training Requirements.**

- a. The parties understand that required training may be modified by changes in CCEMSA plans, programs, policies, protocols, and procedures. Education/training required for paramedics include:
  - i. ICS 100, 200 and 700, 800 must be completed within three (3) months of hire;
  - ii. Infrequent Skills Lab: annual hands-on experience demonstrating proficiency on low-frequency, high-risk skills as defined by the EQIP;
  - iii. Annual CCEMSA policy, protocol and procedure updates;
  - iv. Attendance at a minimum of one (1) Base Hospital (BH) tape review meeting per year;
  - v. Annual attendance of two (2) hours of disaster training;
  - vi. Annual attendance of an additional two (2) hours of disaster training focused on interoperability with fire and law enforcement;
  - vii. Annual attendance of a Communications Center evacuation drill;
  - viii. Annual training courses/offerings as identified by the CCEMSA Medical Director, Contractor Medical Advisor or CES Manager through CQI activities; and
  - ix. All new paramedics will complete the field evaluation program prior to being placed on a field shift to work with an EMT partner. The field evaluation program shall require that the new paramedic function under the direct supervision of a CCEMSA approved FTO during the evaluation period. The field evaluation program shall be in compliance with CCEMSA policies and submitted as a part of Contractor's CQI plan.

**6. Supervisor Education and Training Requirements.**

- a. Contractor shall collaborate with District and CCEMSA to develop and implement a comprehensive field supervisor program that includes field operations guidelines and policies to be followed by Transport Employee supervisors. The parties understand that required training may be modified by changes in CCEMSA plans, programs, policies,

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County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

protocols, and procedures. Education/training required for Transport Employee supervisors include:

- i. Applicable training and education requirements for the supervisor's level of certification; and
- ii. Attend at least one (1) disaster exercise and two (2) hours of disaster training annually.

**7. Management and Key Support Staff Training and Education Requirements.**

- a. The parties understand that required training may be modified by changes in CCEMSA plans, programs, policies, protocols, and procedures. Education/training required for management and key support staff include:
  - i. Applicable training and education requirements for the manager or support staff's level of certification;
  - ii. National Incident Management System (NIMS) training, to include at a minimum Independent Study, 100, 200, 300, 400, 700, and 800; and
  - iii. Completion of an IHI certificate program focused on patient safety, quality, and leadership by June 30, 2017, for existing personnel and within eighteen (18) months of hire for new employees. IHI guidelines will be incorporated into the execution of the clinical quality improvement (CQI) plan, training, and education.

**8. Quality and Clinical Supervisory Staff**

- a. The parties understand that required training may be modified by changes in CCEMSA plans, programs, policies, protocols, and procedures. Education/training required for Quality and Clinical Supervisory staff include:
  - i. Applicable training and education requirements for the quality and clinical supervisory staff's level of certification; and
  - ii. Completion of an IHI certificate program focused on patient safety, quality, and leadership by June 30, 2017, for existing personnel and within eighteen (18) months of hire for new employees. IHI guidelines will be incorporated into the execution of the CQI plan, training, and education.

**9. Driver Training and Safety**

- a. All Contractor employees that operate emergency vehicles shall complete the following:
  - i. All persons driving an ambulance or support emergency response vehicle (ERV) providing service under this Contract shall have successfully completed Contractor's 16-hour driver training program which is consistent with the Emergency Vehicle Operator Course (EVOC) curriculum of the U.S. Department of Transportation, but will include:
    - A. California state vehicle codes pertaining to emergency vehicle operation;
    - B. Case studies of emergency vehicle collisions and litigation;
    - C. Vehicle characteristics;
    - D. Defensive driving;
    - E. Placement of vehicles at emergency incidents;
    - F. Driving policies and procedures;
    - G. Collision avoidance – split-second classroom simulations and decision-making drills behind the wheel of potential collision conditions;
    - H. Controlled speed – line-of-entry, hand positioning on the steering wheel, apexing, vehicle dynamics, and braking techniques;

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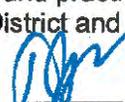
  
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County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

- I. Precision maneuvering – behind the wheel drills that include parallel parking, offset lanes, three-point turnaround, backing in and out of parking stalls, and serpentines;
  - J. Training on all of Contractor's vehicle safety policies; and
  - K. Mapping, Navigation and Area Familiarization Training.
  - ii. Contractor will subscribe to the California Department of Motor Vehicles' "Pull Notice" Program which tracks employee infractions of the California Vehicle Code.
  - iii. Contractor shall have a driver acceptability policy that establishes eligibility criteria for individuals to whom Contractor extends the privilege of emergency vehicle operation.
  - iv. Contractor shall provide remedial driver training to employees who have been involved in a preventable collision or who have been identified as needing to improve their ambulance driving skills.
10. Infection Control Training. Contractor shall implement an expanded infection control program focused on decreasing cross-contamination among patients and protecting employees from infections, as outlined in Contractor's California Occupational Safety and Health Exposure Control Plan. Contractor shall train all Transport Employees during new hire orientation on infection control, including how to use personal protective equipment as well as practices to reduce cross-contamination between themselves and patients and patient-to-patient. Ongoing practices and education, at a minimum, will include:
- a. Infection control training (airborne and blood borne);
  - b. Cleaning, disinfection, and disposal;
  - c. Sharps exposure prevention;
  - d. Personal protective equipment;
  - e. Post-exposure management;
  - f. Respiratory protection program, including Cal OSHA 5199 Aerosol Transmissible Disease standard, that includes annual respirator fit testing;
  - g. Annual Tuberculosis testing at no cost to the employee; and
  - h. Employee vaccinations including Hepatitis B and general influenza at no cost to the employee.
11. On-Going Evaluation of Training Programs. Contractor shall continuously evaluate the effectiveness of the training programs required under this Contract. At the monthly Collaboration Committee meetings, Contractor and District shall update CCEMSA on current revisions to the training programs required under the CCEMSA Contract and this Contract, and shall provide an annual summary of training program evaluations.
12. Quality Improvement Hotline. Contractor shall establish an ambulance service quality improvement telephone number (the "QI Hotline") giving customers and EMS System participants the ability to leave commendations or suggestions for service improvements on a voice mailbox. Contractor shall publicize the QI Hotline telephone number at local healthcare facilities, first responder stations, and public safety agencies. Members of Contractor's QI/Leadership Team are to be automatically notified of any incoming calls to the QI Hotline. Incidents that require feedback are to be attended to by the end of the next business day.
13. Diversity Awareness. Contractor shall adopt and enforce policies and practices to deliver equal employment opportunity. Contractor shall participate with District and CCEMSA in

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County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

the development of a cultural-competency training program and materials for emergency responders. Contractor shall recruit and employ employees that possess culturally appropriate skills when interacting with the diverse County population.

**H. Operations Performance Standards.**

1. **Emergency Response Zones (ERZ's).** For the purposes of Ambulance staffing, Response Time monitoring, reporting, and compliance, the Service Area has been divided into four (4) ERZ's. Exhibit A (Emergency Response Zones Map), attached hereto and incorporated herein by this reference, illustrates the following ERZs:
  - a. **ERZ A:** The territory of the City of Richmond.
  - b. **ERZ B:** The territories of the City of El Cerrito, Kensington Fire Protection District, City of Pinole, Rodeo-Hercules Fire Protection District, Crockett-Carquinez Fire Protection District, and that portion of the District covering San Pablo, El Sobrante, North Richmond, and other areas of western Contra Costa County.
  - c. **ERZ C:** That portion of the territory of the District covering Walnut Creek, Concord, Clayton, Lafayette, Martinez, Pleasant Hill, and other areas of central Contra Costa County.
  - d. **ERZ D:** That portion of the territory of the District covering Antioch, Pittsburg, Bay Point, and unincorporated areas of east Contra Costa County served by the District, and the territory of East Contra Costa County Fire Protection District covering Oakley, Brentwood, and the unincorporated area of East Contra Costa County Fire Protection District.
  
2. **Response Density Zones.** For the purposes of Response Time monitoring, reporting, and compliance, the Service Area has also been divided into two (2) Response Density Zones – High Density and Low Density as shown on Exhibit B (Response Density Map), attached hereto and incorporated herein by this reference. Upon Contractor's request, District shall provide this information as a map layer for use with geographic information systems (GIS).
  
3. **Response Time Performance Standards.** Contractor shall respond to each request for paramedic emergency medical service originating from within Contractor's Service Area to meet the Response Time standards listed below (the "Response Time Standards"):
  - a. **Potentially Life Threatening Emergency Response (Priority 1).** Priority 1 calls are calls for a response to a potentially life threatening situation, and are dispatched with emergency lights/sirens ("Priority 1"). When contacted by a PSAP with a Priority 1 call originating in Contractor's Service Area, Contractor shall place an ALS Ambulance on the scene with maximum Response Times as follows:
    - i. Ten minutes and zero seconds (10:00) to calls originating in ERZ A.
    - ii. Eleven minutes forty-five seconds (11:45) to calls originating in ERZ's B, C, and D, except for low density designated areas.
    - iii. Sixteen minutes forty-five seconds (16:45) to calls in Bethel Island.
    - iv. Twenty minutes and zero seconds (20:00) to calls within areas designated as low density on Exhibit B (Response Density Map).
  - b. **Non-Life Threatening Emergency Response (Priority 2).** The parties may establish a definition for what constitutes a Priority 2 call. If the parties amend this Contract to add a definition for a Priority 2 call, then the following Response Times shall apply to Priority 2 calls. When contacted by a PSAP with a Priority 2 call originating in Contractor's

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Service Area, Contractor shall place an ALS Ambulance on the scene with maximum Response Times as follows:

- i. Fifteen minutes and zero seconds (15:00) in designated high-density areas.
  - ii. Twenty minutes and zero seconds (20:00) to calls in Bethel Island.
  - iii. Thirty minutes and zero seconds (30:00) in areas designated as low density.
- c. **Non-Emergency Response (Priority 3).** Priority 3 calls are calls for a response to a non-emergency ambulance situation, and are dispatched with no emergency lights/sirens ("Priority 3"). When contacted by a PSAP with a Priority 3 call originating in Contractor's Service Area, Contractor shall place an ALS Ambulance on the scene with a maximum Response Time of thirty minutes and zero seconds (30:00) in areas designated as high density, and a maximum Response Time of forty-five minutes and zero seconds (45:00) in areas designated as low density.
- d. **Non-Emergency Interfacility ALS Transports (Priority 4)**
- i. **Scheduled; Three Hours Notice.** If Contractor receives a call for an ALS interfacility non-emergency transport with at least three (3) hours notice, Contractor shall place an ALS Ambulance on the scene within fifteen minutes zero seconds (15:00) of the scheduled pickup time.
  - ii. **Scheduled; Less Than Three Hours Notice.** If Contractor receives a call for an ALS interfacility non-emergency transport with less than three (3) hours notice, Contractor shall place an ALS Ambulance on the scene within sixty minutes zero seconds (60:00) of the time of the request.
4. **Medical Dispatch Improvement Collaboration.** Contractor and District shall cooperate to improve the dispatch of Emergency Ambulances during the term of this Contract, including without limitation, efforts to improve more specific prioritization of calls and modification of Response Time requirements, and taking into consideration the costs to Contractor in implementing changes.
5. **Response Time Calculation.**
- a. **Response Time Calculations.** Contractor understands and agrees that on a monthly basis CCCEMSA will use Response Time data from District's CAD system via CCCEMSA's online compliance utility tool to calculate Ambulance Response Times to determine compliance with the Response Time Standards in Section H(3) above. At the end of each calendar month, a date within the last fifteen (15) days of the month will be randomly selected. The thirty-day period ending with the randomly selected date will be used to measure Response Time compliance.
    - i. **Response Time Area Subsets.** Response Times will be measured for all responses within each ERZ in Contractor's Service Area, and are grouped by priority level. The different density areas within each ERZ will be grouped for compliance Response Time measurement.
  - b. **Time Call Received.** For all requests for service, the term "Time Call Received" means the earlier of: (i) the time when an Emergency Medical Dispatch Center that directly dispatches the Ambulance receives adequate information to identify the location of the call and the priority level, and dispatches the call; and (ii) the time when an Emergency Medical Dispatch Center that directly dispatches the Ambulance receives adequate information to identify the location of the call and the priority level, and resources have been assigned, plus thirty (30) seconds.

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**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

- c. Arrival On Scene Time. For all requests for service, the term "Arrival On Scene Time" means the moment the first Emergency Ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the patient, and notifies the Emergency Medical Dispatch Center that it is fully stopped; provided, that in situations where the Emergency Ambulance has responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities or complexes or wilderness locations), the term "Arrival On Scene Time" means the time the Emergency Ambulance arrives at the designated staging location or nearest public road access point to the patient's location; provided further, and subject to subsection (d) below, if an Emergency Ambulance fails to report its Arrival On Scene Time, the time of the next communication between the Emergency Medical Dispatch Center and that Emergency Ambulance shall be used as the Arrival On Scene Time.
- d. Failure to Report Arrival On Scene Time. If an Emergency Ambulance fails to report its Arrival On Scene Time, the time of the next communication with that Emergency Ambulance shall be used as the Arrival On Scene Time; provided, that Contractor may document the Emergency Ambulance's actual Arrival On Scene Time through other means (e.g., first responder, automatic vehicle location services, communications tapes/logs, etc.) so long as an auditable or unedited computer generated report is produced.
- e. Upgrades. If an Ambulance assignment is upgraded (e.g., from Priority 2 to Priority 1) prior to an Emergency Ambulance Arrival On Scene Time, Contractor's Response Time compliance shall be calculated based on the shorter of: (i) time elapsed from call receipt to time of upgrade plus the higher priority Response Time; and (ii) the lower priority Response Time.
- f. Downgrades. If a call is downgraded prior to Arrival on Scene Time, (e.g. from Priority 1 to Priority 2), Contractor's Response Time compliance shall be determined as follows:
- i. If the time of the downgrade occurs after the Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority Response Time Standard will apply; or,
  - ii. If the time of the downgrade occurs before the ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority Response Time Standard will apply. In all such cases documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified in the sole discretion of District, the longer standard will apply.
- g. Reassignment Enroute. If an Emergency Ambulance is reassigned enroute to a call, or turned around prior to Arrival On Scene Time (e.g., to respond to a higher priority request), compliance with Response Time Standards will be calculated based on the Response Time Standard applicable to the priority assigned to the initial response. The Response Time clock will not stop until an Ambulance has an Arrival On Scene Time for the call from which the Ambulance was diverted.
- h. Cancelled Calls. If an Emergency Ambulance is cancelled by an authorized agency after an assignment has been made, but prior to an Arrival On Scene Time, Contractor's Emergency Ambulance Response Time clock will stop at the time of cancellation, and Response Time will be the elapsed time from the Time Call Received to the time the call was cancelled.
6. Response Density Reassessment. Contractor understands and agrees that under the CCEMSA Contract, CCEMSA may evaluate the call density and density zone structure

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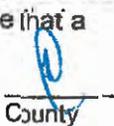
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**(Purchase of Services - Long Form)**

to address changes occurring within each zone. Contractor shall work with District to define and implement any proposed changes to density reassessment throughout the term of this Contract. Response Time compliance changes pursuant to this section will be modified by readjusting the then current map (Exhibit B) defining the density designations by mutual agreement of the parties.

7. Response Time Exemptions. In calculating Contractor's Response Time performance, every emergency request from an Emergency Medical Dispatch Center originating from within Contractor's Service Area shall be included except as follows:
- a. Multiple Responses. In case of a multiple-response incident (i.e., where more than one ambulance is sent to the same incident), only the Response Time of the first arriving ALS Ambulance shall be counted.
  - b. Responses During an MCI or Disaster. During an MCI or disaster declared by the County, or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by County, CCCEMSA will determine, on a case-by-case basis, if Contractor may be temporarily exempt from response-time criteria. When District notifies Contractor that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to the Service Area and shall resume all operations as required under the Contract.
  - c. Good Cause. Contractor understands that under the CCCEMSA Contract, CCCEMSA may allow exemptions to Response Time requirements for good cause at CCCEMSA's sole discretion. At a minimum, the asserted ground(s) for exemption must have been a substantial factor in producing a particular excess Response Time and Contractor must have demonstrated a good faith effort to respond to the call(s). Good causes for an exemption may include, but are not limited to: incorrect or inaccurate dispatch information received from an Emergency Medical Dispatch Center; disrupted voice or data radio transmission (not due to Contractor equipment or infrastructure); material change in dispatch location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); unavoidable delays caused by trains; delays resulting from depletion of resources as a result of County authorized mutual aid; calls to locations that are greater than ten (10) road miles from the nearest boundary of the high-density area, or calls to off-road locations; and extended delays at hospitals for transferring patients to receiving facility personnel.
    - i. Contractor understands that equipment failure, Ambulance failure, lost Ambulance crews, or other causes deemed to be within Contractor's control or awareness are not grounds to grant an exemption to a Response Time Standard.
8. Exemption Request Procedure.
- a. CCCEMSA Exemption Request Procedure. CCCEMSA has developed and adopted a Response Time Exemption Request Procedure (the "Exemption Request Procedure") that Contractor will assist District in following when CCCEMSA is considering whether an exemption to a Response Time Standard is appropriate.
  - b. Request for Exemption Consideration.
    - i. Application for Exemption. Contractor will assist District in the Exemption Request Procedure process. Upon District learning that a penalty will be imposed under the CCCEMSA Contract, Contractor and District will discuss whether District should file a request for a Response Time exemption. If Contractor and District agree that a

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**SERVICE PLAN  
(Purchase of Services - Long Form)**

request for a Response Time Exemption should be filed, District shall file a timely request for a Response Time exemption with CCCEMSA. If Contractor requests that District file a request for a Response Time Exemption, but District declines to do so, and a penalty is imposed on District, Contractor will not be required to pay such penalty to District as provided in this Contract.

- ii. Exemption Request Procedure. If District makes a request for an exemption to a required Response Time Standard to CCCEMSA, Contractor shall provide District with detailed documentation for each response for which it is seeking an exemption in connection with District's request that CCCEMSA exempt the identified responses from Response Time calculations and associated penalties. Any request for a Response Time exemption must be received by the CCCEMSA within ten (10) business days after the completion of the response. A request for an exemption received more than ten business days (10) after the completion of the response will not be considered.
- iii. Exemption Review Process. If District disagrees with CCCEMSA's decision regarding a Response Time exemption request, it may follow the dispute resolution process set forth in the CCCEMSA Contract.
- c. Dispatch to Enroute Exemptions. Contractor understands and agrees that, at the sole discretion of CCCEMSA, calls with an extended period of time between ambulance dispatch and the ambulance being enroute of more than two (2) minutes may be excluded from consideration as exemptions.

9. Response Time Performance Reporting Requirements.

- a. Documentation of Incident Time Intervals. Contractor shall document all times necessary to determine total ambulance Response Time including, but not limited to, time call received by the Emergency Medical Dispatch Center, time ambulance crew assigned, time enroute to scene, arrival at scene time, total on-scene time, time enroute to hospital, total time to transport to hospital, arrival at hospital time, and time of transfer of patient care to hospital personnel. All times shall be recorded in an ePCR form and in District's computer aided dispatch system. Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities.
- b. Interface to CAD and ePCR. Contractor and District shall work cooperatively to provide an interface with the CAD database and ePCR System for District and CCCEMSA to extract and corroborate Response Time performance. Contractor may not make changes to times entered into the CAD during or after the event. Any changes to times will be managed via the Exemption Request Procedure and documented in a separate system after review and approval by District and CCCEMSA.
- c. Response Time Performance Report.
  - i. Within ten (10) business days after the end of each month, Contractor shall document and report Response Time performance to District in writing, in a manner specified by District.
  - ii. Contractor shall report performance for each priority level in each ERZ.
  - iii. Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.
  - iv. Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

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**SERVICE PLAN  
(Purchase of Services - Long Form)**

- v. Contractor shall provide an explanation for every call exceeding the required Response Time Standard.
  - vi. District may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which a report was not delivered on time.
- d. Penalty Provisions.
- i. Penalty for Failure to Report Arrival On Scene Time. District may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each time an Emergency Ambulance is dispatched and the ambulance crew fails to report and document an Arrival On Scene Time. Contractor, in order to rectify the failure to report an Arrival On Scene Time and to avoid District incurring a penalty under the CCCEMSA Contract, may demonstrate to the satisfaction of District and CCCEMSA an accurate on-scene time. Where an Arrival On Scene Time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.
  - ii. Penalty for Failure to Comply with Response Time Requirements. District may impose a penalty on Contractor for each month District is penalized under the CCCEMSA Contract based on a failure to comply with the Response Time requirements in at least ninety percent (90.0%) of calls in any ERZ based on the percentage of compliance for all responses in the ERZ in the categories represented in Exhibit C (Penalties) attached hereto and incorporated herein. Failure of Contractor to achieve at least 88% Response Time compliance in each ERZ for Emergency Ambulance requests will require that Contractor submit and implement an Ambulance deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with Response Time Standards.
  - iii. Priority 4 Response Time Measurement. Priority 4 (non-emergency ALS interfacility transfer) Response Times will be measured using Contractor's entire Service Area and not by priority levels for each ERZ.
  - iv. Repetitive Non-Compliance. For the purpose of measuring Response Time compliance, the term "Repetitive Non-Compliance" means, for any measured Response Time subset that (i) Contractor's Response Time compliance has been less than 90% for three (3) consecutive months, or (ii) there have been five (5) instances where Contractor's Response Time compliance was less than 90% in any twelve-month period. If Contractor's Response Times result in Repetitive Non-Compliance, District shall provide Contractor with written notice thereof, and Contractor shall submit a plan of corrective action to District within thirty (30) days after being notified of its Repetitive Non-Compliance.
  - v. Isolated Instances. Isolated instances of individual deviations from Response Time Standards shall not be treated as instances of Repetitive Non-Compliance.
  - vi. Insufficient Call Number. Any measured Response Time subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.
10. Penalties for Outlier Responses. An "Outlier Response" means a Response Time that is excessive for the category, such that it represents a potential threat to health and safety. District may impose a penalty on Contractor for any instance in which District is penalized under the CCCEMSA Contract because the actual Response Time equals or exceeds the

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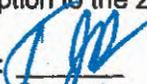
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(Purchase of Services - Long Form)**

applicable Outlier Response Time set forth in Exhibit C (Penalties). Penalties will be based on ERZ and the priority level assigned to the call. The imposition of a penalty for an Outlier Response is in addition to a penalty assessed for Contractor's Response Time compliance requirements.

11. Additional Penalty Provisions. District may impose financial penalties on Contractor as delineated in Exhibit C (Penalties).
12. Stand-by. Contractor shall provide, at no charge to County or another requesting public safety agency, stand-by services at the scene of an emergency incident within the Service Area when directed by an Emergency Medical Dispatch Center. An ambulance unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Any stand-by periods scheduled to exceed eight (8) hours must be approved in advance by District in writing. Contractor shall immediately notify the requesting agency incident commander when a stand-by exceeding one (1) hour may limit Contractor's ability to meet the Response Time Standards for the impacted ERZ, and shall notify District in writing by the following business day.

**I. Personnel Standards.**

1. Employee Character. Contractor shall employ employees who are highly qualified, competent, and of high moral and ethical character, and who understand that they represent the County as emergency service providers.
2. Prescreening of Employees. Contractor shall prescreen all Transport Employees and Transport Employee candidates to determine their qualifications, moral and ethical character, and that they are not prohibited from performing the duties for which they were hired.
  - a. Background Check. Contractor shall conduct background checks on all of its potential employees prior to employment, or if already employed, to undergo rechecks as needed. Contractor will additionally perform annual Department of Motor Vehicle driving record pulls for all Transport Employees. The initial background check shall include criminal history, verification of employment, verification of license/certifications and training required under this Contract for the position for which the individual was hired. Contractor shall provide the results of the criminal and background checks to District and CCEMSA when background information is revealed that would result in licensure or certification action under California Health and Safety Code section 1798.200(c)(1) through (c)(12), or when requested by District or CCEMSA. Contractor shall bear the costs associated with pre-employment and periodic background checks
  - b. U.S. Government Excluded Parties List System (EPLS). Contractor shall check all Transport Employees against the EPLS. Contractor shall not employ any person who has been listed as an excluded person on the EPLS.
  - c. Office of Inspector General (OIG). Contractor shall check all Transport Employees against the OIG's exclusion list. Contractor shall not employ any person who has been listed as an excluded person by the OIG.
3. Drug Testing. Contractor shall cause a biological fluid test for drugs to be conducted on all Transport Employees prior to employment, and require that the results of the drug test are negative to qualify for employment as a Transport Employee. The use or consumption of marijuana pursuant to a medical recommendation is not an exemption to the zero tolerance

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**(Purchase of Services - Long Form)**

policy for drug use under this provision. Contractor will comply with the Drug-Free Workplace Act (41 U.S.C. section 8101 et seq.). Contractor shall implement (a) implement a zero tolerance policy for drug use and alcohol abuse that includes ensuring that employees are free from the influence of alcohol and intoxicating drugs while on-duty, and (b) prohibit any employee from using, possessing, concealing, manufacturing, transporting, selling, buying, or promoting the sale of any illegal drug.

4. Physical Ability. Contractor shall cause all Transport Employee candidates to undergo a physical ability test prior to employment, and upon returning to employment from leave of absence in excess of thirty (30) days, and upon returning from any injury that resulted in an employee missing at least thirty (30) days of work, by a licensed healthcare provider qualified to perform such tests. The physical ability test shall simulate the physical abilities needed to lift and transport patients and equipment in the field.
5. Credentials. Contractor shall cause all of its Transport Employees to be currently and appropriately credentialed.
  - a. Contractor shall retain on file at all times, copies of all current and valid licenses, certifications, and/or accreditations of all emergency medical personnel performing services pursuant to this Contract. Contractor shall make available to District and CCCEMSA, for inspection and copying during business hours, all records and documents retained on file pursuant to this provision.
  - b. Contractor shall employ Transport Employees that are currently certified, licensed and/or accredited at all times when assigned to provide services pursuant to this Contract. Contractor shall verify all state licenses and certifications for prehospital providers through the State's Central Registry, and for nurses through the State's Department of Consumer Affairs nurse license search. Contractor shall visually verify all credentials and certifications.
6. Employee Records/Termination. Contractor shall provide District and CCCEMSA with a list of its currently employed Transport Employees, and shall update that list as soon as practical, and in no event later than thirty (30) days, after a paramedic or EMT leaves its employ. At minimum, the personnel list shall include the name, residential and mailing address, telephone number, CPR expiration dates, and California Driver License number of each person on the list. For each paramedic, the list shall also include the paramedic's California paramedic license number and expiration date and ACLS, PEPP/PALS, and PHTLS/ITLS expiration dates. For each EMT, the list shall also include the EMT's California certification number and expiration date.
  - a. In those cases where a paramedic or EMT leaves Contractor's employ as a result of a disciplinary cause, including administrative leave, suspension, retirement, or resignation while the employee has knowledge of a pending disciplinary cause, Contractor shall provide District and CCCEMSA with the basis for the termination, resignation, or retirement as well as the initial and final investigatory findings surrounding the alleged misconduct as soon as practical, but in no case, more than three (3) days.
  - b. Contractor shall notify District and EMSA, on the paramedic investigation request form or other form approved by EMSA for reporting paramedic misconduct, of each and every paramedic that leaves Contractor's employ as a result of a disciplinary cause, including suspension, retirement, or resignation while the employee has knowledge of a pending disciplinary cause. Contractor shall provide District with a copy of the

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**SERVICE PLAN  
(Purchase of Services - Long Form)**

paramedic investigation request or other approved form submitted to EMSA with supporting documents and attachments no later than the following business day.

7. **Tuberculosis and Hepatitis.** Contractor shall provide all new and existing Transport Employees with initial and annual tuberculosis testing at no cost to the Transport Employee. Contractor shall offer all of its new and existing clinical and operational employees Hepatitis B and annual influenza vaccinations.
  
8. **Assault Management Training.**
  - a. Contractor shall train all new and existing Transport Employees in the skills necessary to effectively manage patients with psychiatric, drug/alcohol, or other behavior or stress related problems, including communication, proper and legal use of force and restraints, and how to handle these patients safely.
  - b. Contractor shall offer its employees an annual refresher course in assault management that has been approved by CCCEMSA.
  
9. **Paramedic Minimum Qualifications.** Contractor's Transport Employees shall meet the following minimum Paramedic qualifications. District may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which District is penalized under the CCCEMSA Contract based on a Paramedic Transport Employee failing to satisfy these minimum qualifications.
  - a. Licensed as a paramedic in the State of California;
  - b. Accredited as a paramedic in the County, or alternatively, unaccredited but assigned to an ambulance with an accredited paramedic while the accreditation is pending. If an unaccredited paramedic is assigned to an ambulance with an accredited paramedic, the unaccredited paramedic pending accreditation shall not be permitted to perform any skill in CCCEMSA's optional scope of practice for paramedics. The unaccredited paramedic shall not work more than thirty (30) days without accreditation;
  - c. Currently certified in advanced cardiovascular life support according to the American Heart Association (AHA);
  - d. Currently certified in prehospital trauma life support (PHTLS) or international trauma life support (ITLS), or Contractor shall document that each paramedic has satisfactorily completed comparable training to master competency in the skills included in the PHTLS or ITLS curriculum and approved by the EMS Medical Director;
    - i. Paramedic personnel assigned to work with a currently PHTLS or ITLS certified partner may have up to three (3) months from date of hire to obtain said certification.
  - e. Currently certified in pediatric education for prehospital professionals (PEPP) or pediatric advanced life support (PALS).
    - i. Paramedic employees assigned to work with a currently PEPP or PALS certified partner may have up to three (3) months from date of hire to obtain said certification.
    - ii. Contractor shall supplement required PEPP/PALS training with annual infant and pediatric simulation training focused on early recognition and management of pre-arrest and other life threatening conditions.
    - iii. Contractor shall require Transport Employees to review prehospital procedures for Safely Surrendered Baby Program.
  - f. Currently trained and certified in CPR according to the current AHA's Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care at the Healthcare Provider or Prehospital Care Provider level;

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County

**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

- g. Valid California driver license, ambulance drivers' license, and Medical Examiner certificate; and
  - h. Currently certified as an emergency vehicle operator according to the emergency vehicle operations course or equivalent training.
10. EMT Minimum Qualifications. Contractor's EMT Transport Employees assigned to provide EMT services pursuant to this Contract shall meet the following minimum qualifications. District may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which District is penalized under the CCCEMSA Contract based on an EMT Transport Employee failing to satisfy these minimum qualifications.
- a. Currently certified as an EMT in the State of California;
  - b. Valid California driver license, ambulance driver license, and a Medical Examiner certificate;
  - c. Currently trained and certified in CPR according to the current AHA's Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care at the Healthcare Provider level or Prehospital Care Provider level; and
  - d. Currently certified as an emergency vehicle operator according to the vehicle operations course or equivalent training or equivalent training.
11. Supervisors. Contractor shall employ personnel assigned to supervisory positions, whether temporarily or permanently, that are well trained and qualified. Contractor shall take steps to employ supervisory personnel that are continually trained and prepared for any unforeseen event at no cost to the employee.
- a. Credentials. All Transport Employee supervisory personnel shall be licensed and accredited in the County at the paramedic level, have at least three years paramedic experience with at least one of those years working in the County EMS System, and shall have successfully completed the Federal Emergency Management Institute – Incident Command System (ICS) series 100, 200, 300 and 400, and NIMS 700 and 800b, within 6 months of appointment. Supervisory personnel shall attend a CCCEMSA approved Ambulance Strike Team Leader course and shall be certified as AST Leaders within one (1) year of execution of this Contract. Transport Employee supervisory personnel shall all be trained, and shall receive refresher training, in critical incident stress management and actively participate as a CISM team member.
  - b. Professional Development. Prior to acting in a supervisory role, all candidates for Transport Employee supervisory positions shall have received training from Contractor to enable the supervisor to effectively and successfully perform their duties. Examples of said training include, but in no way shall be limited to, conflict resolution management, training in relevant employment laws, multi-casualty incident plan and response, Contractor's policies and procedures, CCCEMSA event notification requirements, infection control and response to employee exposure, MHOAC activation, and dispatch procedures. Supervisory personnel shall receive annual refresher training at no cost to the employee.
12. System Status Controllers. Contractor shall employ system status controllers that are trained and highly qualified to provide system status management for ambulance operations, including the pre-positioning of ambulances throughout the response zones in a manner designed to meet Response Time Standards.

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**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

13. Uniforms/Appearance. Contractor provide uniforms to its Transport Employees who provide services pursuant to this Contract. The uniforms must be distinctive from all other ambulance service providers and shall bear the County approved EMS patch and the field providers' certification and license level, or supervisory capacity, and name. Uniforms and their insignia shall be approved by District and CCCEMSA. Contractor shall require its Transport Employees to properly wear their issued uniform, are well groomed, and maintain a professional appearance at all times.
14. Fatigue awareness and mitigation. Contractor shall develop a policy that stipulates the maximum amount of time an employee can continuously be on-duty; and rest/sleep requirements that must be followed for all employees that are continuously on-duty for more than twelve (12) hours.
15. Paramedic Preceptors. Contractor shall cooperate with CCCEMSA-approved paramedic training programs and with District and CCCEMSA to develop a paramedic preceptor program. The paramedic preceptor program shall provide adequate paramedic field internship positions in support of CCCEMSA approved programs. Preferential placement for paramedic field internships shall be provided to CCCEMSA approved paramedic programs.

**J. Fleet and Equipment.**

1. Vehicles. Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform its services pursuant to this Contract. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements are the responsibility of Contractor.
2. Fleet Ambulance Requirement. Contractor shall maintain the number of ALS equipped and fully operating Ambulances that represents at least 120% of the peak staffing level established by Contractor. If a fraction is derived when multiplying the peak number of units by 120%, the number will be rounded up to the next whole integer (i.e., 32.4 would be rounded to 33). For example, if Contractor's peak number of ambulances is twenty-seven (27), then Contractor is to maintain a fleet of at least 33 ambulances ( $27 \times 120\% = 32.4$  rounded to 33).
  - a. Contractor shall maintain a back-up fleet of Ambulances from its regional and national fleet as needed to supplement special events or disaster response within the County.
  - b. Contractor will submit a plan detailing number of units available and time frames needed to activate vehicles for system response, as well as the mechanism for assuring that required equipment is available on back-up units.
3. Fleet Vehicle Requirement. In addition to the fleet Ambulance requirement specified above, Contractor shall maintain the following minimum vehicle fleet:
  - a. one (1) bariatric capable transport unit;
  - b. one (1) specialized infectious disease capable transport unit
  - c. five (5) Supervisor vehicles;
  - d. three (3) support vehicles; and
  - e. One (1) disaster medical support unit or its equivalent
4. Vehicles.
  - a. Ambulances used in providing services under this Contract shall meet the standards of Title XIII, California Code of Regulations.

Initials:

  
Contractor

  
County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

- b. Ambulance vehicles used in providing services under this Contract shall bear the markings "Contra Costa County Fire - EMS" in at least four (4) inch letters on both sides. Such vehicles shall display the "9-1-1" emergency telephone number and state the level of service, "Paramedic Unit," on both sides.
  - c. All vehicles shall be marked to identify the company name, but shall not display any telephone number other than 9-1-1 or any other advertisement.
  - d. Overall design, color, and lettering are subject to the approval of District.
  - e. Each ambulance shall be equipped with functional GPS route navigation capabilities.
  - f. Contractor shall replace any Ambulance when it reaches five (5) years of service or 195,000 miles, whichever occurs first.
  - g. Contractor is responsible for all maintenance of Ambulances, support vehicles, and on-board equipment used in the performance of its work. Any Ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, shall be immediately removed from service.
    - i. Contractor shall remove Ambulances, support vehicles, and equipment that have defects, including significant visible but only cosmetic damage, from service for repair without undue delay.
  - h. Contractor shall maintain a vehicle maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance ambulance service. Contractor's vehicle maintenance program shall use appropriately trained personnel who are knowledgeable in: the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and shall incorporate an automated or manual maintenance program record keeping system.
  - i. Contractor shall use patient point of care equipment on all Ambulances that meets Clinical Laboratory Improvement Amendments (CLIA) standards, and submit a description of the program to District.
  - j. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at Contractor's expense.
5. Equipment.
- a. All Ambulances performing services pursuant to this Contract shall carry all emergency supplies and equipment identified in the County Ambulance Equipment and Supply list on file at CCEMSA, 1340 Arnold Drive, Suite 126 Martinez, CA. Acquisition and maintenance of all equipment, including parts, supplies, spare parts, and costs of extended maintenance agreements, are the responsibility of Contractor.
    - i. Contractor shall maintain inventory control and equipment maintenance systems which keep the ambulance fleet fully stocked with quality equipment in good working order at all times.
    - ii. Contractor agrees that equipment and supply requirements may be changed with the approval of District due to changes in technology.
  - b. District may inspect the Contractor's Ambulances at any time, without prior notice. If any Ambulance fails to meet the minimum in-service requirements contained in the Ambulance Equipment and Supply list as determined by CCEMSA or District, District may:
    - i. Immediately order the Ambulance removed from service until the deficiency is corrected if the missing item is deemed a critical omission;

Initials:

  
Contractor

  
County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

- ii. Subject Contractor to a per-incident penalty as described in Exhibit C (Penalties) when District is penalized under the CCCEMSA Contract therefor;
- iii. The foregoing shall not preclude dispatch of the nearest available Ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. Contractor understands and agrees that under the CCCEMSA Contract, CCCEMSA may adopt protocols governing provisional dispatch of Ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.
- c. Contractor shall maintain a system to exchange on a one-for-one basis medical supplies and equipment supplied by a fire first responder agency in connection with patient transport.

**K. Communications.**

1. System Integration. Contractor shall establish policies and procedures for the integration of radio and data communications with PSAPs, the Base Hospital, and on-scene incident command.
2. Interim Communications Center Operations; Costs. Until District has established its Emergency Medical Dispatch Center, but in no event for more than ninety (90) days after the effective date of this Contract (the "Interim Dispatch Period"), Contractor shall operate a communications center and maintain all hardware and software (fixed, mobile, interfaces, and networks) necessary to receive and fulfill requests for emergency ambulance services made by County PSAPs. Contractor shall be capable of receiving and replying to requests for emergency ambulance services by voice and by CAD interface. Contractor's Emergency Medical Dispatch Center shall be capable of dispatching all Ambulance units used to provide Emergency Ambulance Services pursuant to this Contract. Contractor will invoice District for the costs of providing the interim dispatch services on a daily-rate basis to cover Contractor's costs of the interim dispatch services. District will pay invoices within 30 days of receipt of the invoice. During the Interim Dispatch Period:
  - a. Contractor shall maintain a CAD system that provides a complete audit trail for all Response Times and provides CCCEMSA access to the Response Time data at any time to review Contractor compliance.
  - b. Contractor shall provide CCCEMSA staff electronic access to allow real-time monitoring of CAD systems.
  - c. Contractor shall provide access to Contractor's CAD for CCCEMSA staff to audit and create reports for system performance monitoring.
  - d. Contractor shall pay all costs incurred to provide required CCCEMSA access to the CAD system.
3. Data Linkages. Contractor shall maintain data linkages specified in the current version of the County Message Transmission Network (MTN) Standard, which is incorporated herein by reference. A copy of the MTN standard is on file at CCCEMSA, 1340 Arnold Drive, Suite 126, Martinez, CA.
4. Continuity of Operations Plan; Implementation. Contractor's information systems hardware, software and personnel to be capable of receiving and processing required data including, but not limited to, the ability to continuously monitor data transfer system stability and resolve system failures.

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Contractor County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

5. **Dispatch Staffing.** During the Interim Dispatch Period, Contractor shall maintain emergency medical dispatch staffing levels so that electronic or telephonic notifications from a PSAP or an Emergency Medical Dispatch Center are answered or responded to within fifteen (15) seconds 95% of the time, and that ambulances are dispatched to respond to emergency requests within thirty (30) seconds 90% of the time, following the Emergency Medical Dispatch Center's receipt of information establishing a location and priority for the response. During the Interim Dispatch Period:
- a. **Lead Direction.** Contractor shall have a senior dispatcher to supervise dispatch operations twenty four (24) hours per day, every day.
  - b. **Dispatcher/ Call Taker.** Contractor shall have a comprehensive dispatcher/call taker program to provide dispatch operations twenty four (24) hours per day. The dispatcher call taker program shall also contain requirements for employee eligibility, education and training.
  - c. **Post-Interim Dispatch Period.** Immediately following the Interim Dispatch Period:
    - i. Contractor shall provide staff to perform System Status Management (SSM) of ambulance crews, handle administrative phone calls relative to SSM, and carry out any other provision of SSM as required from within the Contra Costa Regional Fire Communications Center (CCRFCC).
    - ii. Contractor shall provide supervision, management, training, and scheduling of its SSM personnel in the CCRFCC.
    - iii. Contractor shall provide additional staffing, as deemed necessary by the District, to handle the processing of phone calls, SSM, and dispatching of ambulances during the period of time that a CAD-to-CAD interface between the City of Richmond dispatch center and the CCRFCC is not available.
6. **System Improvement.** Contractor agrees to participate in a process to improve the medical call-taking and dispatch processes to achieve full implementation of prioritization of all requests for ambulance service and shall work with District and CCCEMSA to effect such changes. Contractor agrees to negotiate with District and CCCEMSA in good faith to achieve these goals.
7. **Radio Equipment Requirements.** Contractor is responsible for all mobile radio equipment and cellular phones used in the field, including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation of the system.
- a. Contractor shall cause its communications system to be capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this Contract, including communicating with hospitals and other public safety agencies as required in a declared disaster situation. Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel providing patient care are able to directly communicate with the base or receiving hospital staff about the patient. Communication equipment used by Ambulance crews shall be capable of transmitting 12-lead ECGs to receiving facilities.
  - b. Contractor shall equip all Ambulances and supervisory vehicles used in performance of services in Contra Costa County with radio equipment for communications with Emergency Medical Dispatch Centers. Radios shall be programmed with appropriate frequencies/talk groups to function on the East Bay Regional Communications System and suitable for operation on the California On-Scene Emergency Coordination Radio System.

Initials:

  
Contractor

  
County

**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

- c. Contractor shall provide each crew member assigned to an Ambulance or supervisor unit with a portable radio.
  - d. Contractor shall operate its two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission (FCC), and in conformance with all applicable CCCEMSA rules and operating procedures.
  - e. Contractor shall provide access to cellular telephones for use on Ambulances and supervisory units.
8. AVL/Data Equipment Requirements. Contractor shall equip all ambulances with Automatic Vehicle Location (AVL) devices and mobile data terminals/computers (MDT). Contractor shall supply AVL feeds to District and other public safety agencies as authorized and requested by District.

**L. Customer Service and Community Education.**

1. Community Education. Contractor shall undertake a program of health status improvement and community education to support meaningful use, health information exchange, and exploration of alternative mobile health services models in partnership with District, CCCEMSA, Contra Costa County Public Health Services, and other health system partners. No later than January 1, 2017, and prior to January 1 of each year thereafter, Contractor shall provide District with: (a) a written plan of health status improvement and community education activities for the coming year; and (b) a summary of the prior year's health status improvement and community education accomplishments. Contractor shall endeavor to carry out health status improvement and community education programs in cooperation with existing healthcare and health promotion organizations, local public safety agencies, and other community organizations.
- a. Community Education Funding. Contractor shall allocate a minimum of \$300,000 annually towards the goals of the community education programs identified in this section and the annual plan referenced above, \$50,000 of which shall be expended on the activities set forth in subsections (c) through (e) below.
  - b. Public Health Initiatives. Contractor will participate in County public health initiatives to support activities that reduce injury throughout the community and support population health.
  - c. AED Program. At no cost to District, Contractor shall establish a program of automated external defibrillator ("AED") equipment placement, exchange and replacement supporting public access defibrillation and first responder AED programs. The AED program shall include, but is not limited to the following components:
    - i. Placement of AEDs based on identified need by CCCEMSA, District and Contractor;
    - ii. AED pad/electrode replacement for public access defibrillators, fire, law and community AED programs;
    - iii. AED and Hands Only CPR training support for sites where devices are placed, upon request; and
    - iv. Maintain an ATRUS dispatch platform in Contractor's communications center to support use of AEDs of bystanders.
  - d. Hands Only CPR. Contractor shall train a minimum of 2,000 individuals within the County in Hands Only CPR every year.
  - e. CCCEMSA Heartsafe Program. Contractor shall provide Hands Only CPR and AED training in schools in coordination with the CCCEMSA Heartsafe Program.

Initials:

  
Contractor

  
County

**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

2. Community Outreach Coordinator. Contractor shall employ a full-time community outreach coordinator whose primary responsibilities will be to work with District and CCEMSA and community organizations in carrying out Contractor's health status improvement and community education program to include Physician Orders for Life Sustaining Treatment, EMS for Children and injury prevention programs and events.
3. Customer Satisfaction.
  - a. No later than six months after the effective date of this Contract, Contractor shall establish, monitor, and maintain patient and family friendly processes to support patient satisfaction and complaint resolution.
  - b. Contractor shall establish a hotline giving customers and system participants the ability to leave commendations, and suggestions for service improvements on a voice or electronic mailbox (the "Customer Hotline").
    - i. Contractor shall cause its supervisory or CQI leadership team to be automatically notified of incoming calls and messages to the Customer Hotline.
    - ii. Contractor shall respond to complaints and inquiries from patients and families, regardless of how notice occurs, within twenty four (24) hours.
  - c. Contractor shall establish a single point of contact or ombudsmen responsible for monitoring and improving patient satisfaction and complaint resolution.
  - d. Contractor shall track, trend and report to District monthly on the number and characteristics of comments, incidents or complaints including timeliness and satisfaction or complaint resolution associated with billing and patient care, to include:
    - i. Intake time
    - ii. Type of complaint e.g. billing, patient care, other
    - iii. Date resolved and disposition
    - iv. Total resolution time to address
  - e. No later than twelve months after the effective date of this Contract, Contractor shall establish and maintain the reporting of patient satisfaction using a validated patient experience satisfaction survey tool based on Hospital Consumer Assessment of Healthcare Providers and Systems.
4. No later than eighteen months after the effective date of this Contract, Contractor shall incorporate clinical and patient safety performance metrics into the City and community reports provided by Battalion Chiefs as a service report card to the community.
5. Contractor shall participate in health care system partnerships and activities that improve the patient experience for high risk or frequent user populations.
6. Contractor will participate with County Public Health initiatives to support activities that reduce injury throughout the community and support population health.
  - a. Contractor shall collaborate with District, community, public health, CCEMSA, and health system partners to reduce disparities and support community resiliency for high-risk populations.

**M. Operational and Clinical Data Collection, Information Management and Reporting.**

1. ePCR System. Contractor shall utilize an electronic patient care reporting system approved by District for patient documentation on EMS System responses, which includes all patient contacts, cancelled calls, and non-transports (the "ePCR System").
  - a. Contractor's ePCR System shall be National EMS Information System (NEMSIS) 3 Gold compliant.
  - b. Contractor shall make the ePCR System available to any interested Contra Costa County fire first responder agency that respond within Contractor's Service Area.

Initials:

  
Contractor

  
County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

- provided that the fire first responder agency agrees to compensate Contractor for its cost of providing access to the ePCR System.
- c. Contractor shall use the ePCR System to capture and transmit ePCRs and data, and will be used by CCCEMSA to perform clinical quality oversight for medical services provided by Contractor.
  - d. The ePCR System shall include the electronic sharing of data to the trauma registry, the credentialing database, data analytic/visualization tools, EMSA, Contractor's billing program, and any other appropriate database.
  - e. Contractor shall reasonably cooperate with District and CCCEMSA to identify and implement improvements to the ePCR System that will enable the CCCEMSA Medical Director and CCCEMSA staff to review the level of patient care being provided by Contractor.
  - f. Contractor shall create, complete, and transmit an ePCR to its electronic patient care system (e.g., Medserver) for every EMS response.
2. CCCEMSIS. CCCEMSIS is a multi-system, multi-disciplinary data collection and management system. Contractor understands and agrees that CCCEMSA will make any comprehensive data analytic tool that is implemented, available to Contractor to facilitate enhanced clinical provider analytics, including the development of clinical provider performance scorecards. Contractor shall collaborate with District to develop an annual fee to support CCCEMSIS, based on Contractor's total EMS response volume for the prior calendar year. This amount shall not exceed sixty (60%) of the total cost for data system management and vendor maintenance and support. All fees paid by Contractor for data system management and vendor maintenance and support shall be used for this purpose only. CCCEMSA has represented to District in the CCCEMSA Contract that this payment shall be less than or equal to CCCEMSA's actual costs to provide CCCEMSIS and associated information systems. No funds shall be used by CCCEMSA in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.
3. Dynamic Performance Monitoring. Contractor shall cooperate with District and CCCEMSA to utilize a mutually agreed upon data reporting application for the near real time evaluation of operational performance data, Response Time data, clinical data, and syndromic surveillance. The data reporting application will allow secure web-based access to CCCEMSIS. Contractor shall reasonably cooperate with District and CCCEMSA and the data reporting application provider to implement a dashboard, which will be a web-enabled platform that mines and presents data from a single or multiple disparate data sources for quick access to near real-time data that is critical information to enable CCCEMSA to monitor Contractor's performance and compliance with the provisions of this Contract. The data reporting application shall interface with the CCCEMSIS, Contractor's computer aided dispatch (CAD) system, and other CAD or data systems as requested by District.
4. Performance Reports.
- a. Monthly and Annual Performance Reports. Contractor shall provide detailed monthly and annual Performance Reports in a format specified by District. The monthly Performance report shall be provided to District within ten (10) business days after the end of each month. The annual Performance Report shall be provided to District by the first work day in March of each year. The reports shall include, but not be limited to the following elements:

Initials:    
Contractor County

**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

- i. Aggregated responses, transports, and Response Time performance metrics, by each response zone, and by individual city or community
  - ii. Patient satisfaction metrics
  - iii. Customer service metrics
  - iv. Billing complaints and feedback metrics
  - v. Workforce satisfaction and turnover metrics
  - vi. Vehicle and equipment performance and safety metrics
  - vii. Aggregate employee injury and exposure statistics
  - viii. Deployment and unit hour metrics
  - ix. Mental health service metrics
  - x. Metrics identifying high users of 9-1-1 EMS services
  - xi. Community education program metrics
  - xii. Strategic plan goals/objectives for the year – completed system improvements and enhancements
  - xiii. Activities and results of the CQI plan
  - xiv. Additional information as may be reasonably requested by District with sufficient advance notice.
- b. **Penalties.** District may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which District is penalized under the CCCEMSA Contract because a report was not delivered on time.
5. **Focused Performance Audit Reports.** Contractor shall comply with requests by District for data and audit reports on focused topics. These topics may include any services provided under this Contract. District shall provide a reasonable timeline for submission of requested focused audit reports at the time of the request.
6. **Electronic Patient Care Record (ePCR); PCRs.**
- a. **ePCR System.** Contractor shall require Transport Employees to enter electronic patient care reports (each, an "ePCR") entered in the ePCR System to be accurately completed to include all information listed in Section 100170 of Title 22 of the California Code of Regulations, and information shall be distributed according to EMS policies and procedures adopted by CCCEMSA.
  - b. **Interim PCRs.** Contractor and District will cooperate with CCCEMSA to identify required content and develop a procedure for Contractor's delivery of Interim PCRs to hospitals, which shall be implemented and followed by Transport Employees beginning no later than July 1, 2017. Once the Interim PCR policy has been agreed upon, and in no event after July 1, 2017, Contractor shall leave an Interim PCR, or a completed PCR at the hospital before departing the hospital.
  - c. **Completed ePCR Submission.** Contractor shall submit an ePCR to the treating facility within 24 hours of patient delivery.
  - d. **Penalties.** District may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which District is penalized under the CCCEMSA Contract based on a failure to comply with subsections 6(b) and 6(c) above.

**N. Integration with First Responder Programs.**

1. Contractor shall pursue opportunities to integrate fire first-response components of the EMS System with the Emergency Ambulance Services provided under this Contract, and shall cooperate and support paramedic or Advanced EMT first response programs.

Initials:

Contractor: 

County: 

**SERVICE PLAN  
(Purchase of Services - Long Form)**

2. Contractor shall implement policies to facilitate scheduling time on ambulances to fulfill paramedic training, internship, and accreditation requirements for paramedics working in the County.
  - a. Contractor shall give precedence for field internships or ride-alongs to students from EMT and/or paramedic training programs based in the County.
3. Contractor shall support the development of an integrated fire first-response program. At a minimum Contractor shall:
  - a. Offer Contractor-sponsored CE programs to fire first responder personnel on a comparable basis as made available to Contractor's personnel. The fees charged to fire first responder personnel for Contractor-sponsored CE shall not exceed the fees charged to Contractor's personnel. Fire first responder personnel shall have access to enrollment in Contractor-sponsored CE on the same basis as Contractor's personnel. Contractor is not responsible for paying wages or stipends to the fire first responder personnel for participation in Contractor-sponsored CE activities.
  - b. Designate from among Contractor's employees a single individual as Contractor's contact person/liaison for fire agencies within the Service Area.
  - c. Establish a mechanism for first responder agencies to purchase equipment at enterprise purchasing rates.
  - d. Provide pre-arranged transportation service to return firefighters who accompany an ambulance to the hospital promptly to their engine companies.

**O. Disaster, Multi-Casualty and Mutual Aid Response.**

1. Integration with the Regional Medical Health Operational Mutual Aid System. Contractor shall, to the best of its ability, assist in other EMS service areas both within and outside of Contra Costa County as directed by District because of medical disaster, MCI, or other reason necessitated for the safety, health and welfare of the public. During response to MCIs or disasters within or affecting the County, Contractor operations shall fall under coordination of the MHOAC as a function of the Medical/Health Branch in support of the County Emergency Operations Plan (EOP), and the California Master Mutual Aid System.
2. Mutual Aid Outside the County. Contractor shall not provide resources for mutual aid outside of the County unless directed to do so by District. Contractor's provision of mutual aid outside of the County shall be consistent with the California Public Health and Medical Emergency Operations Manual (EOM) as authorized by the MHOAC and the California Master Mutual Aid System.
3. MCI/Disaster Response Within the County. In the event of a MCI or other local emergency within Contra Costa County, Contractor shall perform in accordance with the County MCI plan and within the Incident Command System (ICS). Contractor shall use its best efforts to maintain primary emergency services, including suspension of non-emergency services as required.
  - a. Contractor shall maintain documentation of the number and nature of mutual aid responses it makes outside its Service Area and nature of mutual aid responses made by other agencies to calls originating within its Service Area.
  - b. Contractor shall provide a report on mutual aid activities to District when requested by District.

Initials:

  
Contractor

  
County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

4. Liaison Staff. Contractor shall assign a field or dispatch manager/supervisor upon District's request, to respond to the designated emergency operations center as a liaison, in the event the County declares a disaster within the County.
5. Suspending Non-Emergency Services. In the event District directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of District and Contractor shall respond in accordance with the disaster plan. Contractor shall use its best efforts to maintain primary emergency services and may suspend non-emergency services upon notification and concurrence with District.
6. Ambulance Strike Team. Contractor shall be prepared to respond one Ambulance Strike Team staffed and equipped to the EMSA Ambulance Strike Team Guidelines when directed by District in accordance with a disaster mutual aid request.
7. Disaster Response Vehicle/Equipment. Contractor shall maintain a County-controlled, state-provided Disaster Medical Support Unit. In the absence of a DMSU, Contractor shall provide one vehicle as a disaster response vehicle. This vehicle shall not be an ambulance used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response. This vehicle may be used to carry personnel and equipment to a disaster site. The following equipment shall be stored in this disaster vehicle: backboards and straps; cervical collars; head immobilization sets and foam wedges; PPE; splints for legs and arms; oxygen equipment; extra dressing and bandages; advanced life support equipment; especially IV therapy equipment; County approved disaster tags; and checklists for medical Incident Command personnel. This vehicle may be utilized as an ASTL vehicle upon written authorization of District. If this vehicle is utilized to support Contractor response within its Service Area, Contractor is responsible for restocking equipment and supplies utilized.
8. Continuity of Operations. No later than ninety (90) days after the effective date of this Contract, Contractor shall submit detailed written plans and procedures to District describing how it will mitigate the impacts to the Emergency Ambulance Services provided hereunder during all potential emergencies, disasters or work actions (i.e., power failure, information systems failure, earthquake), and provide continuous operations.
  - a. As least annually, Contractor shall review and revise the disaster mitigation plan submitted to District under this Section 8, and submit the revised version to District.
9. Internal Disaster Response Notification. Contractor shall implement a plan for immediate recall of personnel during multi-casualty incidents or other emergency condition. This plan shall include the capability of Contractor to alert off-duty personnel.
10. Incident Notification. Contractor shall have a mechanism in place to communicate current field information to appropriate District and CCEMSA staff during multi-casualty incidents, disasters or other unusual occurrences.
11. Interagency Training for Exercises/Drills. Contractor shall participate in CCEMSA sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

Initials:

  
Contractor

  
County

**SERVICE PLAN  
(Purchase of Services - Long Form)**

12. Ambulance Service Assistance. Contractor shall assist in providing ambulance service to any other Emergency Response Areas if the County's contract with its emergency ambulance service provider for that Emergency Response Area has been suspended or terminated, and if requested to do so by District.

**P. Payment Provisions; Billing; Reporting.**

1. Payment Provisions. Subject to the Payment Limit of this Contract and subject to the terms of this Contract, District will pay Contractor for each Ambulance Unit Hour depending on the number of Ambulance Unit Hours Contractor provides on a weekly basis as set forth in Exhibit D (Ambulance Unit Hours Rates) attached hereto, as full compensation for all services, work, expenses, and costs provided or incurred by Contractor in performing its obligations under this Contract (the "Per Unit Hour Rate"). For billing purposes, each Ambulance Unit Hour may be divided into 15 minute increments.
2. Ambulance Unit Hourly Rate Adjustments. Beginning on April 1, 2017, and on each April 1 thereafter, the Per Unit Hour Rate will increase by the percentage equal to the product of (a) District's collection realization percentage (i.e., the percentage of patient billings actually collected) for the preceding year, times (b) the increase in the rates that District charges for services under the CCCEMSA Contract that is based on changes in the Consumer Price Index.
3. District Revenue Decrease; Contractor Cost Increase. In the event changed circumstances that are beyond the control of the respective parties result in an increase in the cost of Contractor providing services under this Contract, or a decrease in the revenue generated by District under the CCCEMSA Contract, the parties agree to meet and discuss in good faith proposed revisions to this Contract that are mutually beneficial to both parties, including without limitation, increases or decreases in the Per Unit Hour Rates.
4. Invoices; Payment.
  - a. Ambulance Unit Hours Invoicing and Payment. Contractor shall submit monthly invoices to District for payment of Contractor's services. District shall pay Contractor invoices no later than thirty (30) days of receipt of an invoice and sufficient documentation to make payment therefor.
  - b. Penalty Invoicing and Payment. District shall invoice Contractor for any fines or penalties within 30 days after District's receipt of Contractor's monthly Performance Reports and after approval of the penalties determined by CCCEMSA. Contractor shall pay District all penalties and fines no later than thirty (30) days after receipt of an invoice. For any disputes that have not been resolved to the satisfaction of CCCEMSA, District, or Contractor, the invoice shall be paid in full and subsequent invoices will be adjusted if necessary to reflect the resolution of disputed amounts.
5. Cost Efficiencies and Operational Synergy. Throughout the term of this Contract, Contractor and District agree to meet and confer at least semi-annually to research, develop, and attempt to implement cost efficiencies and operational synergies wherever

Initials:

  
Contractor

  
County

**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

possible. Examples of such initiatives include joint or preferred purchasing agreements, joint training opportunities, and shared occupancy of facilities.

6. District Consulting Services Cost Reimbursement. Within thirty (30) days after the effective date of this Contract, Contractor shall reimburse District for consulting costs associated with the preparation and evaluation of District's initial request for qualifications of ambulance service providers, and District and Contractor's Proposal in response County's Emergency Ambulance Request for Proposals. District will provide supporting documentation and receipts of payments made for consulting services received. Contractor's reimbursement obligation shall not exceed \$200,000.
7. No Contractor Billing or Collection. Contractor shall not seek to collect any amounts from patients, governmental agencies, insurance companies, or otherwise for the delivery of ambulance services pursuant to this Contract.
8. Audits/Inspections.
  - c. Unaudited Quarterly Statements. Contractor will provide District quarterly unaudited financial statements for its services provided pursuant to this Contract. These reports shall be provided in a format prescribed by District.
  - d. Annual Financial Audit. Upon District's request, Contractor will promptly provide annual financial statements in a format approved by District that have been audited by an independent Certified Public Accountant in accordance with generally accepted auditing standards. Statements shall be available within no more than one hundred twenty (120) calendar days after the close of each fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separately audited financial statements specifically related to the services provided under this Contract will be required.
  - e. County-Auditor Requested Information. Contractor will provide any information separately requested by the County Auditor-Controller's Office and allow full access to its financial records by the County Auditor-Controller's Office for the period covered by this Contract.
  - f. District Audit. Upon reasonable request, Contractor shall make its books, medical records, productivity reports, and financial or operational records available to District for review and audit as necessary to support District's application to County for a transport rate increase.
9. Contractor Business Office. Contractor shall maintain a business office within the County and a local or toll-free telephone number for all patient questions, complaints, or disputes made from locations within the County. Contractor shall provide prompt response to any queries or appeals from patients.
  - g. Contractor shall describe its methods for receiving, monitoring and responding to patient issues and complaints.
10. Patient Billing Information.
  - h. Contractor shall perform pre-billing functions for District and provide the patient billing information for each ambulance transport to include, without limitation:
    - i. Patient name unless John or Jane Doe;
    - ii. Patient address and/or telephone number;
    - iii. Patient date of birth and/or social security number;

Initials:

  
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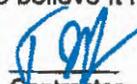
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(Purchase of Services - Long Form)**

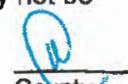
comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services as it relates to services provided under this Contract, including:

- a. Standards for Privacy and Individually Identifiable Health Information;
- b. Health Insurance Reform: Security Standards; and
- c. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards

4. HIPAA, CAL HIPAA and HITECH violations. Any violations of the HIPAA, CAL HIPAA and HITECH rules and regulations as they relate to the services provided under this Contract will be reported immediately to District along with Contractor's actions to mitigate the effect of such violations.
5. State Compliance Provisions. Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and all applicable laws governing its employees. Contractor shall also comply with District and CCCEMSA policies, procedures, and protocols with regard to the services described in this Contract.
6. Performance Oversight and Monitoring. Contractor understands and agrees that CCCEMSA will continuously review, inspect and monitor all aspects of Contractor's operations and performance necessary to ensure all services provided by Contractor to County residents and visitors meet the requirements stated in this Contract, the EMS Plan, CCCEMSA programs, policies, protocols, and procedures and as required by law. Contractor shall reasonably cooperate with CCCEMSA to fulfill this function, including providing access to all records, facilities and personnel as reasonably requested by District. Contractor shall provide monitoring tools and technology to allow District to monitor Contractor's performance under this Contract.
7. Observation of Operations. Contractor acknowledges that CCCEMSA is authorized to investigate all aspects of Contractor's operation so that patient care services under Contractor's operation are performed in a safe and reliable manner. Contractor understands and agrees that CCCEMSA personnel may and will at any time directly observe Contractor operations including ride-alongs (in accordance with Contractor policies and applicable laws, e.g., HIPAA) with field supervisors and ambulance crews. Contractor agrees to grant access to CCCEMSA personnel for announced or unannounced observation, inspection, audit or review of any operational, clinical or support function, including but not limited to records, facilities, equipment, vehicles and personnel. During any inspection, audit or review, Contractor shall make requested records pertaining to any service rendered under this Contract available to District personnel and CCCEMSA personnel.
8. Approval of Contractor Subcontracts, Plans, Programs, Policies, Protocols and Procedures. All plans, programs, policies, protocols and procedures that require CCCEMSA's approval by law or CCCEMSA policy, and any Contractor subcontracts for the performance of services under this Contract, shall be submitted to District for approval prior to their implementation.
9. Contractor Obligation to Notify County. Contractor shall report to District in writing as soon as practicable any instance where it did not meet, or has reason to believe it may not be

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**SERVICE PLAN  
(Purchase of Services - Long Form)**

able meet, a material requirement stated in this Contract. Upon its receipt of a notice of a failure to perform or an anticipated failure to perform under this Contract, District shall perform a review and work with Contractor to develop the appropriate corrective action plan to be implemented by Contractor.

**10. Annual Performance Evaluation.**

- a. District shall evaluate the performance of Contractor at least annually to determine compliance with this Contract. The following minimum information may be included in the evaluation:
  - i. Response Time performance standards assessed with reference to the minimum requirements in the Contract;
  - ii. Clinical performance standards assessed with reference to the minimum requirements in the Contract;
  - iii. Initiation of innovative programs to improve system performance;
  - iv. Workforce stability, including documented efforts to minimize employee turnover;
  - v. Compliance of pricing and revenue recovery efforts with rules and regulations and this Contract;
  - vi. Compliance with information reporting requirements; and
  - vii. Financial stability and sustainability.
- b. Contractor agrees to participate as requested by District in an annual joint report presentation by CCCEMSA and District to the County Board of Supervisors describing the Emergency Ambulance Services provided under this Contract during the subject year.

**11. Ambulance Service Permit.** Contractor shall comply with the County ambulance permitting process pursuant to Division 48 of the County Ordinance Code and CCCEMSA policies.

**12. Sharing of Information.** Contractor shall not discourage or prevent its employees or agents from sharing information with District concerning the County's EMS System, including issues related to Contractor's operations.

**13. Notice of Labor Action.** Contractor shall notify District of any threatened labor action or strike that would adversely affect its performance under this Contract. At the time of such a notice, Contractor shall provide District and other affected public entities with a written plan of proposed action to deliver continued service delivery as stated in this Contract in the event of any threatened work force action or strike.

**14. Cooperation With Evolving System.** Contractor agrees to participate and assist in the development of system changes subject to negotiated costs, if any.

**15. Earned Contract Extension.** Notwithstanding Section 22 (Nonrenewal) of the General Conditions of this Contract, District shall report to its Board of Directors on or before December 31, 2020, on Contractor's compliance with the terms of this Contract and the Board of Directors shall issue a finding as to Contractor's compliance with the terms of this Contract. Notwithstanding Paragraph 3 (Term) of this Contract, unless (a) this Contract is terminated by either party pursuant to its terms, or by mutual agreement prior to December 31, 2020, or (b) the CCCEMSA Contract is not extended, upon a finding by the Board of Directors that Contractor has been in substantial compliance with all terms of this Contract, the term of this Contract shall be extended to December 31, 2025. During its

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**SERVICE PLAN  
(Purchase of Services - Long Form)**

extended term, this Contract is nevertheless subject to all the terms and conditions applicable during its initial term. If this Contract is automatically extended, Contractor shall continue to provide services as set forth in this Contract, subject to any amendments hereto.

16. **No Advertising.** Contractor shall not, in the course of providing services pursuant to this Contract, advertise, promote, or endorse any other service or product provided by Contractor or any other firm, unless Contractor has obtained the prior written approval of District.

**R. Workforce Engagement and Benefits.**

1. **Workforce Engagement.** Contractor shall adopt programs and key performance indicators to engage its workforce, which shall include, but not be limited to, assessing and evaluating the satisfaction of its employees on a regular basis and developing measures to improve employee satisfaction. Examples of workforce engagement programs that should be adopted by Contractor include, but are not limited to:
- a. Annual employee reviews
  - b. Labor/Management Meetings
  - c. System Status Meetings/Deployment Improvement
  - d. Health and Safety Committee
  - e. Certification/Credentialing Support
  - f. Competitive Wage and Benefit Package
  - g. Employee Assistance Program (EAP).
  - h. Allied/ Interoperability Agency Training
  - i. Career Development
  - j. Critical Incident Stress Management
  - k. EMS Committee
  - l. Field Employee Recognition Program
  - m. Field/Base Communication Review
  - n. Professional Growth Opportunities/Training
  - o. Continued Education Opportunities
  - p. PEERS Pre Hospital Education and Evaluation Readiness Solutions Program
  - q. Newsletter
  - r. Healthcare charitable foundation program
  - s. Workforce harmony

**S. Risk Management Program.**

1. **Illness and Injury Prevention.** Contractor shall develop, implement, and maintain a comprehensive illness and injury prevention policy manual that includes an injury and illness prevention program, an infection control program, and a risk management program.
2. **Incident Reporting, Investigation, and Corrective Actions**
- a. Contractor shall develop, implement, and maintain a program for incident reporting, investigation, and corrective action that effectively addresses each incident recognized or reported.
    - i. Incident Review - This performance improvement program shall include guidelines and processes to retrospectively review incidents and outline how risks for workplace safety for employees and patients can be improved

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**SERVICE PLAN  
(Purchase of Services - Long Form)**

- ii. Investigation and Documentation – This program shall establish strict incident reporting standards that allow Contractor to respond immediately to adverse events, initiate a thorough and unbiased investigation, implement mitigation measures, and carry out corrective action in a timely manner. The program shall utilize an electronic safety reporting system that provides daily, monthly, and annual tracking of collisions and worker's compensation claims. All information shall be made available to CCCEMSA upon request.
3. Ethics and Compliance Program. Contractor shall develop, implement, and maintain a program that focuses on employee education and Contractor's compliance with all federal, state, and local payor regulations. The program must track changes in federal laws and regulations, as well as government enforcement affecting Contractor and Contractor's customers, ensuring Contractor is always in full compliance with all laws and regulations. The program shall, at a minimum, meet the guidance issued by the Office of Inspector General.

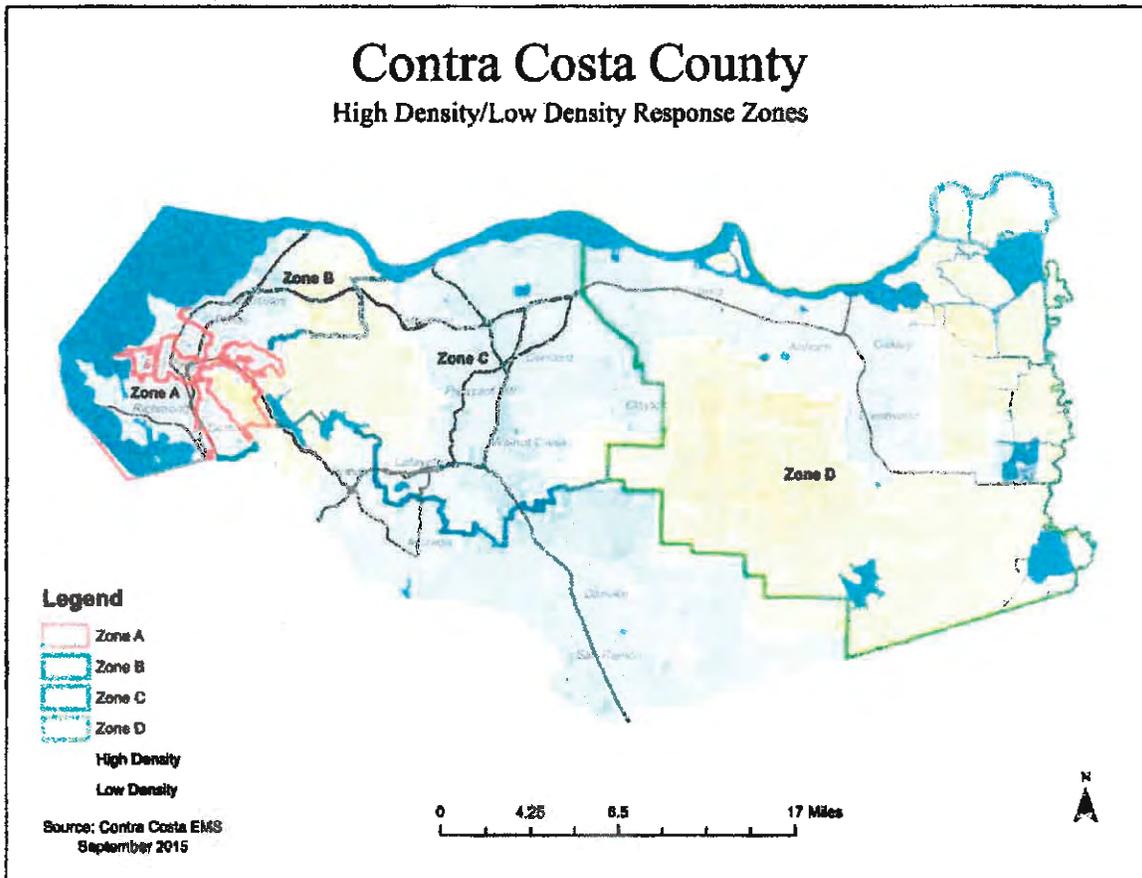
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(Purchase of Services - Long Form)**

Exhibit B

**Response Density Map**



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**SERVICE PLAN  
(Purchase of Services - Long Form)**

**Exhibit C  
Penalties**

**I. Response Time Penalties**

***Emergency Ambulance Requests - Priority 1 Responses for each ERZ***

Compliance %	Penalty
89% < 90%	\$15,000
88% < 89%	\$25,000
< 88%	\$50,000

***Emergency Ambulance Requests - Priority 2 Responses for each of the ERZ***

Compliance %	Penalty
89% < 90%	\$5,000
88% < 89%	\$10,000
< 88%	\$15,000

***Emergency Ambulance Requests - Priority 3 Responses for each of the ERZ***

Compliance %	Penalty
89% < 90%	\$2,500
88% < 89%	\$5,000
< 88%	\$7,500

***Non-Emergency ALS Interfacility Transports - Priority 4 Responses for entire Service Area***

Compliance %	Penalty
89% < 90%	\$4,000
88% < 89%	\$6,000
< 88%	\$7,500

**Outlier Response Time Penalties**

Priority Level	Outlier Response Times		Penalty per Outlier
	High Density Call	Low Density Call	
Priority 1	>18:59	>29:59	\$1,500
Priority 2	>22:59	>44:59	\$1,000
Priority 3	>39:59	>59:59	\$750

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**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

Priority 4	>29:59 late for scheduled >89:59 for non- scheduled	\$500
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**SERVICE PLAN  
(Purchase of Services - Long Form)**

**II. Other Penalties.**

<b>Performance</b>	<b>Section Reference</b>	<b>Penalty</b>
Provide timely Response Time reports and operational reports	Section H(9)(c) - Operational and Response Time reports; Section M(4) - Monthly and Annual	\$50 per report for each day after due date
Leave Interim PCR at hospital	Section M(6)(b) - Interim PCR delivery	\$50 for every instance when the Interim PCR is not left at the receiving facility prior to crew departure. (No later than July 1, 2017, See Section M(6))
Submit completed ePCR within 24 hours of patient delivery	Section M(6)(c) - ePCR submission within 24 hours	A penalty of \$100 for every completed ePCR not provided to the facility within 24 hours of patient delivery.
Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit	Sections D(1)(b), and D(1)(d)(iii)	\$1,000 for each incident
Failure to provide timely quality improvement data and reports	Sections E(5), and E(12)	\$50 per report or data submission for each day after due date
Failure to provide timely unusual occurrence reports and investigation updates	Section E(5)(b); Section I(6)	\$100 per report for each day after the date the particular report was due
Failure to respond to an emergency request for an Emergency Ambulance	Section D(1)(b)	\$10,000 for each failure to respond to an Emergency Ambulance request.
Improper Paramedic or EMT certification	Section I(9) (Paramedic); Section I(10) (EMT)	\$250 per call responded to by improperly certified Paramedic or EMT
Failure to document Against Medical Advice (AMA)	Section E(18)	\$500 for a Transport Employee's failure to document Against Medical Advice (AMA)

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Contractor

  
County

**SERVICE PLAN**  
**(Purchase of Services - Long Form)**

Dispatched Emergency Ambulance crew fails to report and document Arrival On Scene Time	Sections H(5)(d), and H(9)(d)	\$250 per incident
Ambulance fails to meet the minimum in- service requirements	Section J(5)	\$500 per Ambulance

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**SERVICE PLAN  
(Purchase of Services - Long Form)**

Exhibit D

Ambulance Unit Hours Rates

Ambulance Unit Hours Per Week	Ambulance Unit Hour Rate
4,501 - 4,668	\$139.64
4,669 - 4,836	\$138.21
4,837 - 5,004	\$136.88
5,005 - 5,172	\$135.64
5,173 - 5,340	\$134.48
5,341 - 5,508	\$133.40
5,509 - 5,676	\$132.38
5,677 - 5,844	\$131.42
5,845 and over	\$130.51

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**SPECIAL CONDITIONS**  
**(Purchase of Services - Long Form)**

The parties to this Contract agree that the Special Conditions set forth herein modify the Payment Provisions (Form P-1), and the General Conditions (Form L-5) of the Contract, and are part of this Contract. Capitalized terms used herein and not otherwise defined have the meaning given in the Service Plan of this Contract.

1. Right to Withhold. Section 4 (Right to Withhold) of the Payment Provisions (Form P-1) is hereby deleted in its entirety and replaced with the following:

"4. Intentionally Omitted."

2. Records. Section 3 (Records) of the General Conditions of the Contract is hereby amended by adding the following language immediately following the end of subsection (b):

"c. Financial Records. Contractor shall maintain separate financial records for EMS services provided pursuant to this Contract in accordance with generally accepted accounting principles.

d. Records Review. With reasonable notification and during normal business hours, District shall have the right to review any and all business records including financial records of Contractor pertaining to this Contract. All records shall be made available to District at their office or other mutually agreeable location. The District may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements."

3. Termination and Cancellation. Section 5 (Termination and Cancellation) of the General Conditions of the Contract is hereby deleted in its entirety and replaced with the following:

"a. Written Notice. In the event that Contra Costa County terminates the CCCEMSA Contract without cause, District may, in its sole discretion, terminate this Contract by providing written notice to Contractor that this Contract will be terminated on the same date that the CCCEMSA Contract is being terminated. District may, in its sole discretion, terminate this Contract without cause by giving Contractor twelve (12) months advance written notice of its intent to terminate this Contract. This Contract may be cancelled immediately by written mutual consent.

b. Event of Default. If Contractor has committed an Event of Default (as defined in Special Condition 32 (Event of Default) below), District may, upon written notice to Contractor, terminate this Contract. If District terminates this Contract based on an Event of Default, it may proceed with the work in any reasonable manner it chooses. The cost to District of completing Contractor's performance shall be deducted from any sum due the Contractor under this Contract, without prejudice to District's rights otherwise to recover its damages.

  
Contra Costa County

  
Contractor

**SPECIAL CONDITIONS**  
**(Purchase of Services - Long Form)**

c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11 of the General Conditions, in the event that federal, state, or other non-District funding for this Contract ceases, District may terminate this Contract with thirty (30) days written notice."

4. Modifications and Amendments. Section 8(b) (Minor Amendments) of the General Conditions is hereby deleted in its entirety and replaced with "[Reserved.]"

5. Disputes. Section 9 (Disputes) of the General Conditions is hereby deleted in its entirety and replaced with "[Reserved.]"

6. Insurance. Section 19 (Insurance) of the General Conditions of the Contract is hereby amended by deleting the section in its entirety and replacing it the following:

\*19. Insurance. During the entire term of this Contract and any extension or modification hereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements:

a. Liability Insurance. Contractor shall keep in effect malpractice insurance and commercial general liability insurance, including coverage for business losses, and for owned and non-owned vehicles, each with a minimum combined single limit coverage of \$11,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and District, and their officers and employees as additional named insureds as to all services performed by Contractor under this Contract. Said policies shall constitute primary insurance as to County and District, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance programs shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor shall provide District with a copy of the endorsement making the County and District an additional insured on Contractor's commercial general liability policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor shall provide workers' compensation insurance coverage for its employees.

c. Certificates of Insurance. Contractor shall provide District with certificates of insurance evidencing Contractor's liability, medical malpractice (if applicable), and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor renews an insurance policy or acquires either a new

  
County

  
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**SPECIAL CONDITIONS**  
**(Purchase of Services - Long Form)**

insurance policy or amends the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide District with a current certificate of insurance evidencing such renewal, new policy, or amendment.

- d. Additional Insurance Provisions. No later than five days after Contractor receives: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in the Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide District a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide District the notice as required by the preceding sentence is a default under this Contract."
- e. Performance Security Bond. Contractor shall furnish performance security in the amount of \$1,000,000 in one of the following forms:
- i. A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to District; or
  - ii. An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the District and from a bank or other financial institution acceptable to the District."

9. Section 22 (Nonrenewal) of the General Conditions of the Contract is hereby amended by adding the following language the end of the section:

"Competitive Bid Required. Contractor acknowledges that District intends to conduct a competitive procurement process for the provision of emergency ambulance services within the Service Area following the expiration or termination of this Contract. Contractor acknowledges and agrees that District may select a different ambulance service provider to provide exclusive emergency ambulance services within all or some of the Service Area following the competitive procurement process.

Future Bid Cycles. Contractor acknowledges and agrees that its supervisory personnel, EMT's, paramedics, and control center personnel working in the EMS System have a reasonable expectation of long-term employment in the EMS System, even though private party providers of EMS System services may change from time to time. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing bidders, and shall allow without penalty its employees to sign contingent employment agreements with competing bidders at employees' discretion. Contractor may, however, prohibit its employees from assisting competing bidders in preparing their bid proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations."

  
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**SPECIAL CONDITIONS**  
**(Purchase of Services - Long Form)**

10. Additional Special Conditions. The following new sections are hereby added to the General Conditions immediately following Section 29 (No Implied Waiver) thereof as follows:

"30. Emergency Takeover.

- a. Public Health and Safety Risk Determination. If District has a reasonable belief that Contractor's failure to perform its obligations under this Contract, or that a labor dispute will prevent Contractor from performing its obligations under this Contract, and that such failure to perform will endanger public health and safety, and after Contractor has been given notice and reasonable opportunity to correct the failure of performance, District shall present the matter to the District Board of Directors. If the Board of Directors finds that Contractor's failure to perform its obligations under this Contract will endanger public health and safety, and that permitting Contractor to continue providing services under this Contract will endanger public health and safety, Contractor shall cooperate with District and County to effect an immediate emergency takeover by County of Contractor's ambulances and crew stations (an "Emergency Takeover"). The Emergency Takeover shall be completed within 72 hours after action by the Board of Directors.
- b. Delivery of Equipment. In the event of an Emergency Takeover, Contractor shall deliver to District the ambulances and associated equipment used in the Emergency Ambulance Services pursuant to this Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of an ALS Ambulance in accordance with Contra Costa County ALS Policies and Procedures. Equipment shall include the supplies at the minimum stocking levels for an ALS Ambulance.
- c. Lessor / Lessee Relationship.
  - i. Contractor shall deliver all ambulances, crew stations, and other facilities located in Contra Costa County and used pursuant to this Contract for storage or maintenance of vehicles, equipment, or supplies to District in mitigation of any damages to District. However, during the County's takeover of the ambulances, equipment, and facilities, District and Contractor shall be considered a lessee and lessor. Monthly rent payable to Contractor shall be equal to the aggregate monthly amount of Contractor's debt service on the vehicles and equipment and occupancy charges as documented by Contractor and as verified by the County Auditor. The County Auditor shall disburse these payments directly to Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, District shall pay Contractor the fair market rental value for the ambulance or crew station.

  
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**SPECIAL CONDITIONS**  
**(Purchase of Services - Long Form)**

- ii. All of Contractor's vehicles and related equipment necessary for the provision of Emergency Ambulance Services pursuant to this Contract are hereby leased to District during an Emergency Takeover period. Contractor shall maintain and provide to District a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers, and the name and address of the lienholder, if any. Changes in lienholder, as well as the transfer, sale, or purchase of vehicles used to provide Emergency Ambulance Services hereunder shall be reported to District within thirty (30) days of said change, sale, transfer and purchase. Contractor shall inform and provide a copy of the takeover provisions contained herein to the lienholders within five (5) days of an Emergency Takeover.
  
- d. Recovery of Damages. Nothing herein shall preclude District from pursuing recovery from Contractor of rental and debt service payments made pursuant to subsection (c) above. Contractor shall not be precluded from disputing the Board's findings and the nature and amount of District's alleged damages. However, failure on the part of Contractor to cooperate fully with District and County to effectuate a safe and smooth Emergency Takeover shall itself constitute a breach of this Contract, even if it is later determined that the original declaration of breach by the Board of Directors was made in error.
  
- e. Contractor Indemnity. District shall indemnify, hold harmless, and defend Contractor against any and all claims arising out of the District's use, care, custody, and control of the stations, equipment and vehicles, including but not limited to, equipment defects, defects in material and workmanship, and negligent use of the vehicles and equipment during an emergency takeover. District and County shall have the right to authorize the use of the vehicles and equipment by another company. Should County require a substitute contractor to obtain insurance on the equipment, or should the County choose to obtain insurance on the vehicles and equipment, Contractor shall be a named additional insured on the policy, along with appropriate endorsements and cancellation notice.
  
- f. Return of Equipment. District agrees to return all Contractor vehicles and equipment to Contractor in good working order, normal wear and tear excepted, at the end of the Emergency Takeover period. For any equipment not so returned, District shall pay Contractor the fair market value of the vehicle and equipment at the time of takeover, less normal wear and tear, or shall pay Contractor the reasonable costs of repair, or shall repair and return the vehicles and equipment.
  
- g. Length of Emergency Takeover Period. District may unilaterally terminate the Emergency Takeover period at any time, and return the facilities and equipment to Contractor. The Emergency Takeover period shall last, in the County's judgment, no longer than is necessary to stabilize the EMS System

  
County

  
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**SPECIAL CONDITIONS**  
**(Purchase of Services - Long Form)**

and to protect the public health and safety by whatever reasonable means the County chooses.

31. End Term Provisions. Contractor shall return to District all District issued equipment in good working order, normal wear and tear excepted, upon the expiration or termination of this Contract. For any District equipment not so returned, District shall repair or replace said equipment at Contractor's expense and deduct the cost thereof from any payments owed to Contractor. In the event Contractor is not owed any payments under this Contract, Contractor shall reimburse District for the actual cost of repairs and/or replacement.
  
32. Event of Default. Subject to the dispute resolution process set forth in Section P(11) of the Service Plan, if District believes Contractor has failed to perform or observe any material term, covenant or provision of this Contract (any such event, a "Default"), District shall deliver a written notice to cure such Default to Contractor ("Notice to Cure"). Within thirty (30) days following the date of the mailing of the Notice to Cure, Contractor shall cure the Default or, if the Default is not reasonably capable of cure within thirty (30) days, Contractor will be allowed to cure such Default if it provides District with a good faith plan to cure such Default, but only for so long as it diligently pursues cure of such Default and provides evidence thereof to District. If Contractor fails to cure such Default within thirty (30) days of the date the Notice to Cure is mailed or fails to provide a good faith plan to cure a Default incapable of cure within thirty (30) days, or fails to diligently pursue a cure of such Default incapable of cure within thirty (30) days (an "Event of Default"), then, in addition to any other rights available to District under law or equity, District may terminate this Contract as provided in Special Condition Section 5(b) ."

  
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**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

  
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County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

5. Termination and Cancellation.

- a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

- a. General Amendments. In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

  
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County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Loug Form)**

**10. Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

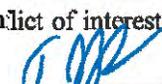
**11. Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

**12. No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

**13. Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

**14. Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

**15. Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government

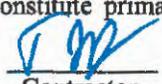
  
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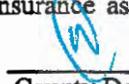
  
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County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to

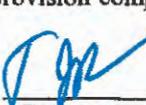
  
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County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice

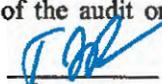
  
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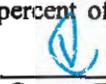
  
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**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the

  
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County Dept.

**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

  
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