

**CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET  
MARTINEZ, CALIFORNIA 94553-1229**

**JOHN GIOIA, CHAIR**

**CANDACE ANDERSEN, VICE CHAIR**

**DIANE BURGIS**

**KAREN MITCHOFF**

**FEDERAL D. GLOVER**

**DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900**

**JEFF CARMAN, FIRE CHIEF**

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO TWO (2) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day.  
Your patience is appreciated.

A closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at [www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us).

**AGENDA  
March 12, 2019**

**1:00 P.M.** Convene and call to order.

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.4 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Director or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

**PRESENTATIONS**

**PR.1** PRESENTATION of Carnegie Heroes Award to Samantha Olive Barnhouse. (Jeff Carman, Fire Chief and Vic Massenkoff, Retired Fire Investigator)

**DISCUSSION ITEMS**

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

**D. 3** HEARING to consider adopting Ordinance No. 2019-08, revising the fee for first-responder emergency medical services provided by the Contra Costa County Fire Protection District. (Jeff Carman, Fire Chief)

- D. 4** HEARING to consider adopting Ordinance No. 2019-06, authorizing the Contra Costa County Fire Protection District to revise its emergency ambulance service fees within Emergency Response Areas 1, 2, and 5 in Contra Costa County. (Jeff Carman, Fire Chief)
- D. 5** CONSIDER accepting a report from the Fire Chief regarding a new proposed program between the Contra Costa County Fire Protection District and REACH Air Medical Services, LLC to provide fire and air ambulance services, and APPROVE and AUTHORIZE the Fire Chief, or his designee, to execute an Air Ambulance Agreement with REACH Air Medical Services, LLC, for a five-year term, to provide fire and air ambulance services within Contra Costa County. (Jeff Carman, Fire Chief)
- D. 6** DETERMINE that the San Pablo Fire Station 70 project is feasible, and AWARD and AUTHORIZE the Fire Chief, or designee, to execute a construction contract in the amount of \$9,778,000 with Alten Construction, Inc., and related actions for the construction of the new Fire Station 70 at 1800 23rd Street, San Pablo. (Aaron McAlister, Assistant Fire Chief)
- D. 7** CONSIDER approving and authorizing the Fire Chief, or designee, to execute a contract amendment with American Medical Response West, effective April 1, 2019, to revise the payment provisions and update Exhibit D (Ambulance Unit Hour Rates) in the Service Plan with no change to original term or payment limit, for emergency ambulance services. (Jeff Carman, Fire Chief)
- D. 8** CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Jeff Carman, Fire Chief)
- D. 9** CONSIDER accepting a report from the Fire Chief providing a summary of Contra Costa County Fire Protection District accomplishments over the last five years. (Jeff Carman, Fire Chief)
- D.10** CONSIDER adopting Resolution No. 2019/63, which supersedes Resolution No. 2017/392, regarding compensation and benefits for unrepresented fire safety management classifications in the Contra Costa County Fire Protection District, as recommended by the County Administrator. (David Twa, County Administrator)
- D.11** CONSIDER appointing Lewis T. Broschard III to the position of Fire Chief, Contra Costa County Fire Protection District at Step 5 of the salary range effective April 1, 2019, all other benefits as provided in the Fire Management Resolution applicable to the position of Fire Chief. (David Twa, County Administrator)

## CONSENT ITEMS

- C.1** ADOPT Position Adjustment Resolution No. 22432 to add three Fire Captain-56 Hour positions and cancel three vacant Firefighter-56 Hour positions in the Contra Costa County Fire Protection District. (Budgeted; 100% Special District Revenue)
- C.2** ADOPT Position Adjustment Resolution No. 22433 to add one Fire Inspector II (represented) position and cancel one vacant Fire Inspector I (represented) position in the Contra Costa County Fire Protection District. (Budgeted; 100% Special District Revenue)
- C.3** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Life Extension Clinics, Inc., doing business as Life Scan Wellness Centers, in an amount not to exceed \$1,500,000, to provide annual medical evaluations for Contra Costa County Fire Protection District personnel for the term April 1, 2019, through March 31, 2023. (100% CCCFPD General Operating Fund)
- C.4** ACCEPT the 2018 Annual Report of the Advisory Fire Commission, as recommended by the Fire Chief. (No fiscal impact)

### **ADVISORY COMMISSION**

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, April 8, 2019 at 7:00 p.m. at the District Training Center, 2945 Treat Blvd., Concord, CA 94518.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Presentation of Carnegie Heroes Award to Antioch Citizen Samantha Olive Barnhouse

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**RECOMMENDATION(S):**

PRESENTATION of Carnegie Heroes Award to Antioch Citizen Samantha Olive Barnhouse.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Carnegie Heroes Award is presented to civilians who risk their lives to an extraordinary degree while saving or attempting to save the lives of others. In 2018, eighteen people were named Carnegie Heroes and three lost their lives attempting to save others.

Samantha Olive Barnhouse, 37, saved 78 year-old Lobis Burton from a burning house on February 17, 2018, in Antioch, California. Alerted to the fire, Ms. Barnhouse, who lived across the street from Mr. Burton's apartment building, entered his apartment. She moved past the burning kitchen to reach Mr. Burton who was sitting in a bedroom in a wheeled desk chair and unable to move due to an injured hip. As flames and smoke intensified, Ms. Barnhouse pulled the desk chair through the bedroom past the kitchen and to the front door. The

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Jeff Carman, Fire Chief  
(925) 941-3300

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

chair became stuck and Ms. Barnhouse pulled it free causing herself and Mr. Burton to fall outside beneath flames issuing overhead through the doorway. Within a minute, the apartment's windows shattered due to the heat. Mr. Burton was hospitalized for smoke inhalation and a broken hip, but he was not burned. Ms. Barnhouse was treated at the hospital for smoke inhalation and subsequently recovered.

The Fire District is honored to present Samantha Olive Barnhouse with the Carnegie Medal for risking her life while rescuing Lobis Burton from his burning apartment.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Cost Recovery for Emergency Medical First Responder Services

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**RECOMMENDATION(S):**

A. OPEN the public hearing on Ordinance No. 2019-08, receive testimony, and CLOSE the public hearing.

B. ADOPT the attached ordinance, Ordinance No. 2019-08, which authorizes the District to revise its emergency medical first-responder fees to recover its actual costs for providing emergency medical first-responder services, as set forth in the ordinance.

**FISCAL IMPACT:**

The ordinance allows the Contra Costa County Fire Protection District to recover the costs of responding to, and providing services for, emergency medical incidents.

**BACKGROUND:**

The Contra Costa County Fire Protection District (District) strives to provide timely and efficient first responder emergency medical services (EMS) to residents and businesses located within the District, and to persons that visit, do business in, or travel through the District's jurisdiction. The spectrum of EMS responses encompasses an emergency response to a single

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: March 12, 2019

Contact: Jeff Carman, Fire Chief  
(925) 941-3300

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

family home for a person suffering from a medical condition, a vehicle accident requiring patient extrication, a complex technical rescue of a person on a remote hillside, a mass casualty incident involving many patients needing immediate care, and more. To successfully carry out our EMS mission, the District must provide and maintain modern equipment, apparatus, and sufficiently trained and licensed personnel. These are necessary components for the protection of the public health, safety, and the welfare of District residents, businesses, and visitors. The District responds to a high volume of EMS incidents which cause a significant impact on the finances and operations of the District. The District finances its emergency, rescue, and fire response services with general purpose revenues. The District's receives general purpose revenue from a portion of ad valorem property taxes. The District has experienced reductions and significant fluctuations in funding along with increased costs and increased demands for services. The District's general purpose revenues are inadequate to meet the costs of providing fire protection services, emergency medical and rescue services, and hazardous materials emergency response services.

On December 9, 2014, the District's Board of Directors adopted Ordinance No. 2014-19 to establish a fee to recover the costs of providing EMS responses as authorized by the California Health & Safety Code. These costs include the District's actual personnel, equipment, and apparatus costs, as well as the cost of supplies, administration, and emergency medical dispatch. Since the ordinance was adopted, the District's costs to provide emergency medical fire-responder services have increased. Ordinance No. 2019-08 will increase the District's fee to ensure the District is recovering the actual costs of providing emergency response services.

Exhibit A to the ordinance depicts how the District calculated its costs for responding to an emergency medical incident. The fee for each emergency will be calculated based on the actual hourly and per-unit costs that the District incurs to respond to the emergency. The administrative rate used is based on California's reimbursement for emergency incident response. District staff have determined that our actual costs exceed this 10% rate.

## CONSEQUENCE OF NEGATIVE ACTION:

Without adoption of Ordinance 2019-08, the Fire District will not be able to recover the increased costs of responding to, and providing services for, emergency medical incidents.

## CHILDREN'S IMPACT STATEMENT:

Approximately 10% of emergency medical service responses involve children under the age of 15.

## ATTACHMENTS

Ordinance 2019-08

**ORDINANCE NO. 2019-08**  
(Uncodified)

(Cost Recovery for Emergency Medical First-Responder Services)

The Contra Costa County Board of Supervisors, as and constituting the Board of Directors of the Contra Costa County Fire Protection District, ordains as follows:

**SECTION 1. Authority.** This ordinance is enacted pursuant to Health and Safety Code sections 13910 through 13919.

**SECTION 2. Purpose and Recitals.**

- (a) The Contra Costa County Fire Protection District (“District”) provides timely and efficient emergency, rescue, fire protection, and other services to residents and businesses located in the District, and to persons who visit, do business in, or travel through the District.
- (b) The District responds to a high volume of calls for emergency medical services, by deploying District personnel to incidents and providing first-responder emergency medical assessment and treatment to persons at those incidents.
- (c) On December 9, 2014, the District’s Board of Directors adopted Ordinance No. 2014-19 to establish a fee for providing emergency medical first-responder services. Since the ordinance was adopted, the District’s costs to provide emergency medical first-responder services have increased. The purpose of this ordinance is to increase the District’s fee for emergency medical first-responder services to ensure the District is recovering its costs to provide those services.
- (d) The District has reasonably calculated its costs of providing emergency medical first-responder services to a person at an incident. These costs include the District’s actual personnel and apparatus costs, the cost of supplies, and the cost of equipment to provide emergency medical first-responder services to each person. The emergency medical first-responder fee established by this ordinance is calculated based on the District’s actual costs of providing emergency medical first-responder services to each person at an incident.

**SECTION 3. Definitions.** For purposes of this ordinance, the following terms have the following meanings:

- (a) “Advanced life support emergency medical services” means advanced life-saving procedures that include, but are not limited to, intravenous fluid therapy, intubation, administration of drugs, and electro-cardio conversion.



- (b) “Basic life support emergency medical services” means basic-level care that includes, but is not limited to, oxygen therapy, injury and wound management, patient packaging, and operation of an automated external defibrillator.
- (c) “Emergency medical first-responder services” means advanced life support emergency medical services and basic life support emergency medical services provided by District personnel who are licensed healthcare practitioners, other than ambulance-based personnel, to a person at an incident. Emergency medical first-responder services do not include any of the following: services provided by ambulance-based personnel of the District or any other entity; medical transportation services provided by the District or any other entity; or emergency medical first-responder services provided by any person or entity other than the District.

**SECTION 4. Emergency Medical First-Responder Fee.**

- (a) An emergency medical first-responder fee to recover the District’s actual costs of providing emergency medical first-responder services to each person is established in the amount specified in Exhibit A attached hereto and incorporated herein.
- (b) The emergency medical first-responder fee shall be charged to each person who receives District emergency medical first-responder services during a single incident.
- (c) The District Board of Directors (“Board”), may adjust the amount of the emergency medical first-responder fee established by this ordinance pursuant to Health and Safety Code section 13916.

**SECTION 5. Fee Collection.**

- (a) If the District provides emergency medical first-responder services to a person, the Fire Chief, or designee, will send an invoice seeking payment of the emergency medical first-responder fee to the person and to the insurance company that provides medical insurance coverage for the person (the “insurer”), if the person or his or her representative has identified to the District the insurer to which the invoice should be sent.
- (b) The Fire Chief, or designee, shall invoice, bill, receive payments, and discharge from accountability uncollectable emergency medical first-responder fees charged under this Ordinance, all in accordance with applicable District policies and procedures, as may be updated from time to time. Any future updates to those District policies and procedures will include a process to discharge from accountability accounts that are not collectible.

**SECTION 6. No Effect on Emergency Medical First-Responder Services.** This ordinance neither expands nor limits emergency medical first-responder services. Nothing in this ordinance relieves the District from providing emergency medical first-responder services. Emergency medical first-responder services will continue to be provided without regard to whether a person is insured by an insurer, and without regard to whether a person has the ability to pay the emergency medical first-responder fee.

**SECTION 7. No Waiver of Other Means of Cost Recovery.** This ordinance does not preclude the District from recovering its emergency response costs in any other manner authorized by law, including, but not limited to, Government Code sections 53150 through 53158 and Health and Safety Code sections 13009, 13009.1, and 13009.6.

**SECTION 8. Repeal of Ordinance 2014-19.** Except as specified in Section 9 of this Ordinance, Ordinance No. 2014-19 is hereby repealed and superseded by this Ordinance, as of the effective date of this Ordinance.

**SECTION 9. Severability.** Notwithstanding any other provision of this Ordinance to the contrary, if a court of competent jurisdiction determines any fee set forth in this Ordinance is invalid or unenforceable, the fee adopted by Ordinance No. 2014-19 shall be deemed not to have been repealed and shall remain in effect and subject to the remaining provisions of this ordinance. Notwithstanding any other provision of this Ordinance to the contrary, if a court of competent jurisdiction determines this Ordinance is invalid or unenforceable, Ordinance No. 2014-19 shall be deemed not to have been repealed and shall remain in full force and effect.

**SECTION 10. Effective Date.** This ordinance becomes effective 30 days after its passage. Within 15 days after its passage, this ordinance shall be published once with the names of the directors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON \_\_\_\_\_ by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST: DAVID J. TWA,  
Clerk of the Board of Supervisors  
and County Administrator

\_\_\_\_\_  
Board Chair

By: \_\_\_\_\_  
Deputy

[SEAL]

SMS  
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**Exhibit A**  
**First-Responder Fee Calculation**  
**(Cost Per Incident)**

Apparatus Costs

Type I Engine, Quint, or Squad	\$125.00
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Personnel Costs

Firefighter/Paramedic	\$79.94
Engineer	\$86.81
Fire Captain	\$96.82

Administrative Costs

Emergency Medical Dispatch	\$72.00
Administrative Rate	10%*

**Fire Emergency Medical First-Responder Fee    \$506.63**

\*Administrative rate based on State of California Office of Emergency Services approved administrative rate for local government reimbursement for emergency incident response.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Emergency Ambulance Service Rate Schedule Revision

---

**RECOMMENDATION(S):**

A. OPEN the public hearing on the following ordinance:

- 1. Ordinance No. 2019-06, an ordinance authorizing the Contra Costa County Fire Protection District to revise its emergency ambulance service fees beginning April 12, 2019.

B. RECEIVE testimony and CLOSE the public hearing.

C. ADOPT Ordinance No. 2019-06, which becomes effective on April 12, 2019.

**FISCAL IMPACT:**

This ordinance will allow the Contra Costa County Fire Protection District to recover the increased costs associated with the provision of emergency ambulance services in Emergency Response Areas (ERAs) 1, 2, and 5 within Contra Costa County effective April 12, 2019.

**BACKGROUND:**

The Emergency Ambulance Services contract between the Contra Costa County EMS Agency (“CCCEMSA”) and the Contra Costa County Fire Protection District (“District” or “Contractor”) establishes the rates the District is authorized to charge for providing emergency ambulance services. Exhibit D,

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Jeff Carman, Fire Chief  
(925) 941-3300

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**BACKGROUND: (CONT'D)**

Service Rate Schedule, of the Emergency Ambulance Services Contract provides as follows:

*For each Ambulance responding to a call, Contractor shall charge the patient the Emergency Ambulance Response Base Rate, plus mileage costs at the Mileage Rate. If oxygen is administered to a patient, Contractor shall charge the patient the Oxygen Administration Charge, whether transported or not. If a patient is treated and refuses transport, Contractor will charge the patient the Treat and Refused Transport rate.*

<i>Emergency Ambulance Response Base Rate</i>	<i>\$ 2,245.40</i>
<i>Mileage Rate (for each mile traveled with a loaded patient)</i>	<i>\$ 53.56</i>
<i>Oxygen Administration Charge</i>	<i>\$ 187.46</i>
<i>Treat and Refused Transport</i>	<i>\$ 481.00</i>

The District is not authorized to charge more or less than the rates specified in the District-CCCEMSA contract. The current rates became effective April 13, 2018. The original contract is attached.

The Emergency Ambulance Services contract between the District and American Medical Response West (“AMR” or “Subcontractor”) establishes the hourly rates the District pays AMR for providing emergency ambulance services. The hourly rates (Ambulance Unit Hour Rates) became effective January 1, 2016, and were amended effective April 1, 2018. The hourly rates are specified in Exhibit D of the District-AMR contract. The contract and its amendment are attached.

Section P.2, **Ambulance Unit Hourly Rate Adjustments**, of the District-AMR contract requires the hourly rates paid to AMR to be adjusted annually. Beginning on April 1, 2017, and on each April 1 thereafter, the Subcontractor’s Ambulance Unit Hour Rate (“Per Unit Hour Rate”) increases by the percentage equal to the product of (a) the District’s collection realization percentage for the year preceding the calendar year just ended and (b) the greater of three percent (3%) **or** the increase in the Consumer Price Index, All Urban Consumers for Medical Care (U.S. city average) (1982-84=100) (“CPI”) for the subject calendar year. The CPI increase for calendar year 2018 was 2.0%. The “collection realization percentage” is the percentage of patient billings actually collected by the District.

The District’s collection realization percentage for calendar year 2017 is 23.26%.

Ambulance system costs include, but are not limited to, payments to AMR, billing service provider payments, dispatcher wages and benefits, administrative wages and benefits, system software and hardware upgrades, consulting fees, banking fees, and other costs. The largest cost driver in the ambulance system is payments to AMR. These payments to AMR account for over 80% of system costs.

The District is mandated by the terms of its contract with AMR to provide Ambulance Unit Hour Rate increases on an annual basis beginning in year two of the contract, and those increases are contractually determined by the formula specified in Section P.2 of the District-AMR contract. Therefore, the rates charged by the District for ambulance service must increase by a commensurate amount. Section P.2 of the District-CCCEMSA contract requires CCCEMSA to approve annual increases, based on changes in the CPI, to the Service Rate Schedule when requested by the District.

Applying a 3.0% increase to the Service Rate Schedule results in the modified rates shown below.

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Emergency Ambulance Response Base Rate	\$ 2,312.76
Mileage Rate (for each mile traveled with a loaded patient)	\$ 55.17
Oxygen Administration Charge	\$ 193.08
Treat and Refused Transport	\$ 495.43

If approved by the District Board of Directors, these rates will go into effect on April 12, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If Ordinance No. 2019-06 is not adopted, the District will not be able to recover the increased costs of providing emergency ambulance services under its contract with the County and AMR.

CHILDREN'S IMPACT STATEMENT:

Approximately 10% of emergency medical service responses involve children under the age of 15.

ATTACHMENTS

CCCEMA-District Contract

CCCYPD-AMR Contract

CCCYPD Ambulance Ordinance 2019-06

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

Number: 23-585  
Fund/Org:  
Account:  
Other:

1. **Contract Identification.**

Department: Health Services – Emergency Medical Services

Subject: Emergency Ambulance Services (Emergency Response Areas 1, 2, and 5)

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: Contra Costa County Fire Protection District

Capacity: A fire protection district existing under the laws of the State of California

Address: 2010 Geary Road, Pleasant Hill, CA 94523

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

\$ Not Applicable.

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.

Not applicable.



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

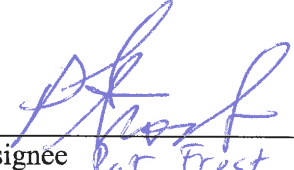
Number:  
Fund/Org:  
Account:  
Other:

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

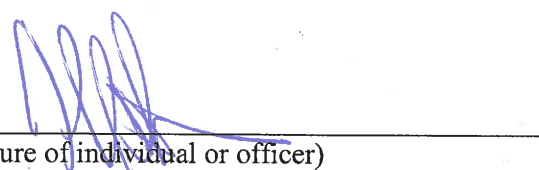
California Health and Safety Code section 1797, et seq., California Government Code sections 26227 and 31000, and all legal authorities cited in the HIPAA Business Associate Addendum attached to this Contract and incorporated herein by this reference.

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

**COUNTY OF CONTRA COSTA, CALIFORNIA**

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

<b>Signature A</b> Name of business entity: Contra Costa County Fire Protection District  By: <u></u> (Signature of individual or officer)  <u>Jeff Carman, Fire Chief</u> (Print name and title A, if applicable)	<b>Signature B</b> Name of business entity:  By: _____ (Signature of individual or officer)  _____ (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/APPROVALS  
(Purchase of Services - Long Form)

Number:

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 )

COUNTY OF CONTRA COSTA )

On \_\_\_\_\_ (Date),

before me, \_\_\_\_\_ (Name and Title of the Officer),

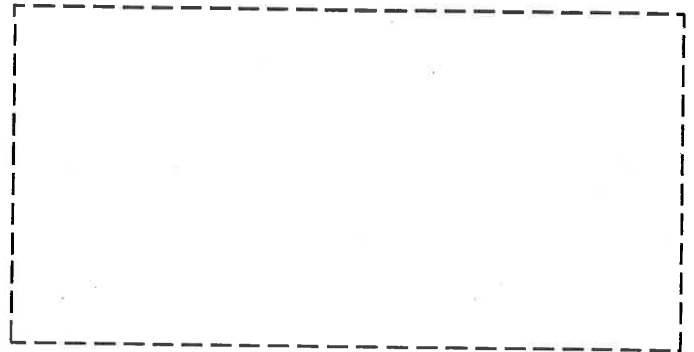
personally appeared, \_\_\_\_\_,

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.

\_\_\_\_\_  
Signature of Notary Public



Place Seal Above

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

APPROVALS

RECOMMENDED BY DEPARTMENT

By: Pat Frost  
Designee

FORM APPROVED BY COUNTY COUNSEL

By: Eric Gelston  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: J. Speiken  
Designee



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

Contract Number 23-585

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Initials:

  
Contractor

  
County

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

Contract Number 23-585

**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 the County, and, as further described in Section C below, Contractor is subcontracting with an emergency ambulance service provider to provide those services.

**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 Subcontractor”** means the emergency ambulance services provider that Contractor has entered into a subcontract with to provide emergency ambulance services required by this Contract, as approved by the County.
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(6)(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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13. **"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.
14. **"CCCEMSIS"** means the Contra Costa County Emergency Medical Services Information System as set forth in Section M(1).
15. **"Collaboration Committee"** means the committee described in Section P(13).
16. **"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.
17. **"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.
18. **"County"** means Contra Costa County.
19. **"County Contract Administrator"** means the CCCEMSA Director or his/her designee.
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. **"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.
23. **"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.
24. **"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.
25. **"Emergency Medical Dispatch Center"** means an emergency medical dispatch center that has been approved by CCCEMSA for dispatching Ambulances under this Contract.
26. **"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.
27. **"Emergency Medical Services" or "EMS"** means the services delivered through the EMS System in response to a medical emergency.
28. **"Emergency Response Area" or "ERA"** means ambulance emergency response areas established by CCCEMSA and delineated on the map entitled "Emergency Response Areas of Contra Costa County", as amended, which is on file in the office of CCCEMSA and the Clerk of the County Board of Supervisors.

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29. **"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.
30. **"EMSA"** means the California Emergency Medical Services Authority.
31. **"EMT"** means a person certified to render BLS medical care pursuant to Health and Safety Code section 1797 et seq.
32. **"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.
33. **"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.
34. **"ePCR"** has the meaning set forth in Section M(6) below.
35. **"ePCR System"** has the meaning set forth in Section M(1) below.
36. **"IHI"** means the Institute of Healthcare Improvement.
37. **"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.
38. **"KPI"** has the meaning set forth in Section (E)(12) below.
39. **"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.
40. **"MCI"** means a medical emergency incident involving multiple or mass casualties.
41. **"Performance Report"** means a report to be generated by Contractor for CCCEMSA 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.
42. **"Paramedic"** means a person licensed and accredited to render ALS medical care pursuant to Health and Safety Code section 1797 et seq.
43. **"PCR"** means a patient care report, the form of which shall be approved by the County Contract Administrator for patient documentation on EMS System responses including all patient contacts, cancelled calls, and non-transport.
44. **"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.
45. **"PSAP"** means the public safety answering point where 9-1-1 calls are first received for a particular jurisdiction.
46. **"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.
47. **"Response Time Standards"** has the meaning set forth in Section H(4).
48. **"Service Area"** has the meaning set forth in Section D(1)(a) below.
49. **"Time Call Received"** has the meaning set forth in Section H(6)(b) below.
50. **"Transport Employees"** means employees of Contractor's Ambulance Subcontractor that provide ambulance transport services.

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**C. Contractor Subcontracting.**

1. Subcontracting. County understands and agrees that Contractor does not have the infrastructure or personnel necessary to directly perform the ambulance services required by this Contract, and that Contractor is concurrently entering into a subcontract with American Medical Response West, a California corporation ("AMR") for the purpose of AMR acting as Contractor's Ambulance Subcontractor to perform emergency ambulance services pursuant to the terms of the subcontract and at Contractor's direction. Contractor's act of entering into a subcontract for the Ambulance Subcontractor's provision of ambulance services required by this Contract is not a breach of this Contract. Notwithstanding Contractor's subcontract with its Ambulance Subcontractor, Contractor is responsible for the performance of its obligations pursuant to the terms of this Contract and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor's subcontract with its Ambulance Subcontractor shall be subject to all of the terms and provisions contained in this Contract. Nothing contained in the Contract or otherwise shall create any contractual relationship between County and Ambulance Subcontractor. Contractor agrees to be fully responsible to County for the acts and omissions of its Ambulance Subcontractor.
  
2. County Communications. County shall direct all communications regarding Contractor's performance of its obligations under this Contract to an individual designated by Contractor in writing to CCCEMSA ("Contractor's Contact Person"), or a designee within Contractor's organization designated in writing by Contractor's Contact Person; provided, that Contractor's Contact Person may authorize CCCEMSA to contact Ambulance Subcontractor in certain specified situations. The parties shall discuss communications issues as necessary at monthly Collaboration Committee meetings described in Section P(13) below. This provision shall not abrogate or otherwise restrict CCCEMSA's direct communication with Ambulance Subcontractor concerning Ambulance Subcontractor'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 Contractor's proposal dated May 21, 2015, and Contractor's Plan B Proposal dated July 6, 2015 (collectively, "Contractor's 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 Contractor's 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 shall work cooperatively with the County Contract Administrator.
  - a. Scope of Services. Contractor, throughout the term of this Contract and under the general direction of CCCEMSA, 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

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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 this Contract, Response Time requirements and deployment of ambulance resources may be adjusted through amendments to this Contract. Contractor will work with 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.

b. Service Area Exclusivity; Air Ambulance Transport.

- i. Service Area Exclusivity. During the term of this Contract, CCCEMSA shall not enter into any agreement with any other provider for ground response to emergency or ALS inter-facility ambulance requests within the Service Area, and will not provide such services itself, without the prior written agreement of Contractor.
- ii. County's Use of Contractor's Services. County shall, except as otherwise provided herein, utilize Contractor exclusively for the provision of all ground ALS Emergency Ambulance Services, and shall refer all 9-1-1 emergency medical calls, including any direct call (seven (7) digit or ten (10) digit phone calls) emergency medical requests received at PSAPs, and prehospital Emergency Ambulance Transports to Contractor within the Service Area. Once County and Contractor have developed an ALS inter-facility transportation services program pursuant to Section D(1)(f) below, County will utilize Contractor exclusively for interfacility ALS transports originating within the County. The provisions of this section shall not preclude the County from utilizing medical mutual aid resources during disasters or MCIs as determined necessary and authorized by the MHOAC. Nor shall this provision preclude County from requiring Contractor to enter into agreements with other qualified ambulance providers for the purpose of backup or mutual aid ambulance service. Any such mutual aid or back up agreements shall be approved in writing by County.
- iii. Air Ambulance Transport. Notwithstanding the foregoing or any other provision of this Contract, County may enter into separate transport agreements with air ambulance providers and may provide for air transport of patients when such transportation is deemed to be medically in the best interest of a patient. However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than the estimated air transport time.
- iv. EOA Adjustments. As necessary for public safety, health and welfare to ensure an effective County EMS System, County reserves the right to make adjustments to the EOAs consistent with applicable laws. Any changes in the EOAs shall be subject to County providing written notice to Contractor. Contractor may submit a rate increase request to CCCEMSA for additional expenses created by County's adjustments to the EOAs. Upon verification of additional expenses by the County, approval of rate increase shall not be unreasonably conditioned, delayed or withheld.

c. 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 CCCEMSA through an approved Emergency Medical Dispatch Center and resource response program that dictates the level and priority of ambulance response. The

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- 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. County may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which Contractor fails to dispatch an Emergency Ambulance to a call originating within the Service Area and no Ambulance responds. CCCEMSA shall conduct an investigation of the incident prior to imposition of a penalty.
- d. Ambulance Services Accreditation. Throughout the term of this Contract, Contractor shall, or shall require the Ambulance Subcontractor to, maintain accreditation through the Commission on Accreditation of Ambulance Services.
  - e. 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. County 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 the County.
  - f. ALS Inter-Facility Transportation. Contractor and CCCEMSA 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.
2. No Prehospital Emergency Medical Services Agreement. This Contract pertains to the provision of emergency ambulance services only. Contractor 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 and CCCEMSA shall work collaboratively with 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 CCCEMSA 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.

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- a. County shall cause Contractor, as an essential EMS System services provider, to be designated as a ground ALS Emergency Ambulance Service provider under the County's EMS Plan.
  - b. Contractor agrees to provide community service, outreach and education as outlined within Section L (Customer Service and Community Education) below.
  - c. Contractor shall assist other EOA and Non-EOA ambulance service providers and provide mutual aid inside and outside Service Area as requested by CCCEMSA.
  - d. 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 CCCEMSA.
4. Local Infrastructure.
- a. Infrastructure. Contractor shall, or shall require its Ambulance Subcontractor to, provide all necessary operational, clinical, and support service infrastructure within the County to perform the services required under this Contract.
  - b. Dispatch Center. Contractor shall maintain a communications center located within the County for the system status management and dispatch of ALS Emergency Ambulance Services. Contractor's communications center shall utilize a radio and data communications plan approved by CCCEMSA, which digitally integrates Contractor communications and computer aided dispatch (CAD) systems with EMS response partners identified by CCCEMSA in the EMS Plan. The radio and data communications plan shall contain provisions for redundancy to maintain Contractor operations in the event of primary communications systems failure due to any cause.
5. Special Emergency Medical Services. Contractor may provide special EMS programs as approved by CCCEMSA. 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 CCCEMSA 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 CCCEMSA Protocols, Policies, Procedures and Applicable Laws. Contractor shall, and shall require its Ambulance Subcontractor to, comply with CCCEMSA protocols, policies, procedures, performance standards, and with applicable laws in the provision of all services required by this Contract.
7. Capitalization. Contractor shall, and shall require its Ambulance Subcontractor to, 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 CCCEMSA or the Medical Health Operational Area Coordinator. Once an emergency operations plan is activated by the MHOAC in response to a disaster, all Contractor resources and mission tasking shall be coordinated through the MHOAC in support of the emergency operations plan.

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- a. Contractor shall designate an individual who will have primary responsibility for disaster preparedness and planning coordination. This individual shall be the primary point of contact between Contractor and CCCEMSA during the performance of an emergency operations plan and for all disaster preparedness and planning coordination. Contractor's disaster coordinator shall attend training courses, meetings, and drills as requested by CCCEMSA, and support the MHOAC to provide adequate ambulance resources are available during MCIs and disasters.

- 9. Adopting Plan B Option. If either Contractor or CCCEMSA believe that circumstances surrounding the EMS System are preventing the efficient and financially viable delivery of Emergency Ambulance Services under the current terms of this Contract, either party may propose amendments to this Contract to adopt one or more of the options presented in Plan B of Contractor's Proposal. The proposed changes to the Contract and the potential impacts will be discussed by both parties prior to presentation to either party's board.

**E. Clinical Performance Standards.**

1. Continuous Quality Improvement (CQI) Program.

- a. Contractor shall cooperate with CCCEMSA to implement improvements and enhancements of the EMS System in an effort to provide residents of, and visitors to, the County the highest quality emergency medical transportation services and associated emergency medical care. Contractor shall, and shall require its Ambulance Subcontractor to, participate, as reasonably requested by CCCEMSA, in achieving the goals set forth in the County EMS Plan and the EQIP. As determined by CCCEMSA, this shall include implementing and conducting all services described under this Contract in a manner that seeks clinical performance excellence combined with innovative strategies and technology that optimize delivery of high quality out-of-hospital medical care, community service and service accountability. Contractor will provide CCCEMSA with a clinical education program that achieves contemporary benchmarks of clinical excellence in a progressive and sustainable fashion. Contractor's CQI programs and activities must be reviewed by the CCCEMSA Medical Director and approved by CCCEMSA. All programs and activities shall be conducted in accordance with CCCEMSA prehospital care policies. Contractor shall not permit its Ambulance Subcontractor to modify its approved CQI program without prior approval by CCCEMSA Medical Director and the County Contract Administrator. The CQI program must encompass the sum of all activities undertaken by all Transport Employees to maintain the standard of care established for those services.
  - i. Contractor and CCCEMSA shall cooperate to develop Annual System Improvement and Enhancement Goals and reports consistent with the priorities established in the County EMS System Plan and EQIP. Contractor's achievement of its annual goals, as evidenced by results demonstrated in the annual performance report, will be considered as part of County's optional extension of this Contract under Section Q(17) below.
- b. Contractor shall require its Ambulance Subcontractor to work with CCCEMSA to develop and implement a CQI program plan that is designed to deliver optimal patient care and effective operations for all services provided under this Contract.

2. Quality Improvement Processes.

- a. Contractor shall require the Ambulance Subcontractor's CQI program to provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital

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- 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.
3. Medical Control.
- a. CCCEMSA shall 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. CCCEMSA may 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, and shall require its Ambulance Subcontractor to, 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 require its Ambulance Subcontractor to work cooperatively with CCCEMSA, the CCCEMSA Medical Director, the Base Hospital, and other EMS System partners to identify and support activities that provide case-based learning and feedback to Transport Employees.
- ii. Contractor shall, and shall require its Ambulance Subcontractor to, 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, and shall require its Ambulance Subcontractor to, provide reasonable cooperation and information requested by CCCEMSA 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 CCCEMSA.
- ii. Contractor shall, and shall require its Ambulance Subcontractor to, make its employees available 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 require its Ambulance Subcontractor to arrange schedule changes, if necessary, to make incident review or investigation more convenient. CCCEMSA shall work with Contractor and its Ambulance Subcontractor in an effort to avoid unnecessarily altering procedures and processes that are already in place in Contractor's organization.

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- iii. Contractor's chief medical advisor shall cooperate and collaborate with the CCEMSA Medical Director to develop and implement policies, protocols and procedures that strive to achieve optimal patient outcomes.
  - b. Associate Medical Advisor. Contractor shall require its Ambulance Subcontractor to retain a California licensed physician as an associate medical advisor to support its chief medical advisor in his/her responsibilities.
  - c. CES Director. Contractor shall require its Ambulance Subcontractor to 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.
  - d. CES Manager. Contractor shall require its Ambulance Subcontractor to 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 and supporting a comprehensive orientation academy for new employees, and managing Contractor's 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 Contra Costa County.
  - e. CES Coordinator. Contractor shall require its Ambulance Subcontractor to employ 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 Contra Costa 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.
  - f. 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 CCEMSA 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 PCRs.
    - 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 Contra Costa County.
  - g. 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 shall require its Ambulance Subcontractor's quality and clinical personnel to 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 require its Ambulance Subcontractor to work with CCEMSA 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.

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**11. Coordination of Data Gathering and Quality Improvement Efforts.**

- a. Contractor shall require its Ambulance Subcontractor to 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.

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

- a. Key Performance Indicators and Benchmarks. Contractor shall require its Ambulance Subcontractor to 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 County with periodic reports detailing its KPI and benchmarks progress according to a schedule approved by the County Contract Administrator.
- b. Non-Clinical KPIs. Contractor shall require its Ambulance Subcontractor's non-clinical KPIs to 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:

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- 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 shall require its Ambulance Subcontractor's clinical KPIs to 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)
    - 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 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, and shall require its Ambulance Subcontractor to, collaborate with CCCEMSA 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 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, the County Contract Administrator may temporarily suspend Contractor's conflicting performance obligations for the purpose of the pilot program or research project.

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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 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, and shall require its Ambulance Subcontractor to, cooperate in good faith with CCCEMSA in addressing and resolving such concerns. Any issues arising in the performance or administration of the CQI program will be addressed by Contractor, Ambulance Subcontractor and CCCEMSA through the dispute resolution process set forth in Section P(13).

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 require its Ambulance Subcontractor to 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, Ambulance Subcontractor and County will cooperate 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. County 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 and CCCEMSA shall cooperate and collaborate 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, and shall require its Ambulance Subcontractor to, work with CCCEMSA to develop and implement, upon approval by 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.

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- 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 CCEMSA.
- 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
  - 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

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- 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
  - 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 CCCEMSA on the effectiveness of the plan and summary of activities conducted under the plan.

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- 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 require its Ambulance Subcontractor to develop and implement a comprehensive Field Training Officer (FTO) Program subject to approval by 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.
  - 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 require its Ambulance Subcontractor to develop and implement, upon approval by 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 the Ambulance Subcontractor'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 require its Ambulance Subcontractor to have a comprehensive training and education program for Ambulance Subcontractor's paramedics, EMTs, management, and support staff. Training and education classes shall be open to all Ambulance Subcontractor 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 CCCEMSA with its Ambulance Subcontractor's Clinical and Educational Services (CES) organization schematic for approval. Contractor shall require that Ambulance Subcontractor's CES organization identify sufficient qualified personnel to provide that all education and training requirements as stated in this Contract are implemented and maintained.

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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 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 Contra Costa 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)
  - 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)

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- 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
  - xlii. Hazardous material and communications and weapons of mass destruction
  - xliii. Patient focused care and advocacy
- b. Contractor shall require its Ambulance Subcontractor to provide refresher training for each of the topics listed above to all Transport Employees as required by law.
- c. Contractor shall require its Ambulance Subcontractor's general training and education programs to be made 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
    - iii. Infrequent Skills Lab: annual hands-on experience demonstrating proficiency in skills as defined by the EQIP;
    - iv. Annual CCCEMSA policy, protocol, and procedures updates
    - v. Annual training courses/offerings as identified by the CCCEMSA 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
    - 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 CCCEMSA 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 CCCEMSA 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

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- ii. Infrequent Skills Lab: annual hands-on experience demonstrating proficiency on low-frequency, high-risk skills as defined by the EQIP;
  - iii. Annual CCCEMSA 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 CCCEMSA Medical Director, Contractor Medical Advisor or CES Manager through CQI activities
  - 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 CCCEMSA approved FTO during the evaluation period. The field evaluation program shall be in compliance with CCCEMSA policies and submitted as a part of Contractor's CQI plan.
6. Supervisor Education and Training Requirements.
- a. Contractor shall, and shall require its Ambulance Subcontractor to, collaborate with CCCEMSA 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 CCCEMSA plans, programs, policies, protocols, and procedures. Education/training required for Transport Employee supervisors include:
    - i. Applicable training and education requirements for the supervisor's level of certification.
    - 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 CCCEMSA 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.
    - 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 CCCEMSA 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.

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- 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 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
    - I. Precision maneuvering – behind the wheel drills that include parallel parking, off-set lanes, three-point turnaround, backing in and out of parking stalls, and serpentine
    - J. Training on all of Contractor's vehicle safety policies
    - 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 will 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 require its Ambulance Subcontractor to implement an expanded infection control program focused on decreasing cross-contamination among patients and protecting employees from infections, as outlined in the Ambulance Subcontractor's California Occupational Safety and Health Exposure Control Plan. Every Transport Employee shall receive training 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

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- 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
  - h. Employee vaccinations including Hepatitis B and general influenza at no cost to the employee.
11. On-Going Evaluation of Training Programs. Contractor shall require its Ambulance Subcontractor to continuously evaluate the effectiveness of the training programs required under this Contract. At the monthly Collaboration Committee meetings, Contractor and the Ambulance Subcontractor shall update CCCEMSA on current revisions to the training programs required under 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 require its Ambulance Subcontractor to adopt and enforce policies and practices to deliver equal employment opportunity. Contractor shall require its Ambulance Subcontractor to participate along with CCCEMSA in the development of a cultural-competency training program and materials for emergency responders. Contractor shall require its Ambulance Subcontractor to 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 Contra Costa County Fire Protection 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 Contra Costa County Fire Protection 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 Contra Costa County Fire Protection District covering Antioch, Pittsburg, Bay Point, and unincorporated areas of east Contra Costa County served by Contra Costa County Fire Protection District, and the territory of East

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- 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.
5. Medical Dispatch Improvement Collaboration. Contractor and County 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.
6. Response Time Calculation.
- a. Response Time Calculations. On a monthly basis, CCEMSA shall use Response Time data from Contractor's CAD system via CCEMSA's online compliance utility tool to calculate Ambulance Response Times to determine compliance with the Response Time Standards in Section H(4) 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.
- 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

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- 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 the County Contract Administrator, 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.
7. Response Density Reassessment. CCEMSA may evaluate the call density and density zone structure to address changes occurring within each zone. CCEMSA will work with Contractor 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.
8. 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, CCEMSA will determine, on a case-by-case basis, if Contractor may be temporarily exempt from response-time

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- criteria. When Contractor is notified 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. The County Contract Administrator may allow exemptions to Response Time requirements for good cause at the County Contract Administrator'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. Equipment failure, Ambulance failure, lost Ambulance crews, or other causes deemed to be within Contractor's or its Ambulance Subcontractor's control or awareness are not grounds to grant an exemption to a Response Time Standard.
9. Exemption Request Procedure.
- a. CCEMSA Exemption Request Procedure. CCCEMSA has developed and adopted a Response Time Exemption Request Procedure (the "Exemption Request Procedure") that Contractor and CCCEMSA will follow in considering whether an exemption to a Response Time Standard is appropriate.
- b. Request for Exemption Consideration.
- i. Application for Exemption. If Contractor believes that any response or group of responses should be exempted from the Response Time Standards due to unusual factors beyond Contractor's reasonable control, Contractor may request an exemption to a required Response Time Standard in writing to the County Contract Administrator. Contractor shall provide CCCEMSA with detailed documentation for each response for which it is seeking an exemption, and 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 County Contract Administrator 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.
- ii. Exemption Review Process. If Contractor disagrees with the County Contract Administrator's decision regarding a Response Time exemption request, it shall follow the dispute resolution process set forth in Section P(13).
- c. Dispatch to Enroute Exemptions. 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.
10. Response Time Performance Reporting Requirements.

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- 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 Contractor'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 shall provide an interface with the CAD database and ePCR System for 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 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 the County Contract Administrator in writing, in a manner specified by the County Contract Administrator.
  - 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.
  - v. Contractor shall provide an explanation for every call exceeding the required Response Time Standard.
  - vi. County 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. County 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 the penalty, may demonstrate to the satisfaction of the County Contract Administrator 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. County may impose a penalty on Contractor for each month that Contractor fails 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

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- 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, CCCEMSA shall provide Contractor with written notice thereof, and Contractor shall submit a plan of corrective action to CCCEMSA 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.
11. 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. County may impose a penalty on Contractor for any call where the actual Response Time equals or exceeds the 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.
12. Additional Penalty Provisions. CCCEMSA may impose financial penalties as delineated in Exhibit C (Penalties).
13. Penalty Disputes. Contractor may appeal to CCCEMSA in writing within ten (10) business days after receipt of notification of the imposition of any penalty or regarding CCCEMSA's penalty calculations. The County Contract Administrator will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty. If Contractor disagrees with the County Contract Administrator's decision regarding a penalty appeal, Contractor may utilize the dispute resolution process set forth in Section P(13).
14. 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 the County Contract Administrator 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 the County Contract Administrator in writing by the following business day.

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**I. Personnel Standards.**

1. Applicability. The personnel standards set forth in this section apply to the Ambulance Subcontractor's employees unless otherwise specified.
2. Employee Character/Fitness. Contractor shall require its Ambulance Subcontractor to 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.
3. Prescreening of Employees. Contractor shall require all Transport Employees and Transport Employee candidates to be prescreened 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 require its Ambulance Subcontractor employees to undergo a background check prior to employment, or if already employed, to undergo rechecks as needed. Contractor's Ambulance Subcontractor 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 CCCEMSA 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 CCCEMSA. Contractor shall require its Ambulance Subcontractor to bear the costs associated with pre-employment and periodic background checks
  - b. U.S. Government Excluded Parties List System (EPLS). Contractor shall require all Transport Employees to be checked against the EPLS. Contractor shall prohibit its Ambulance Subcontractor from employing any person who has been listed as an excluded person on the EPLS.
  - c. Office of Inspector General (OIG). Contractor shall require all Transport Employees to be checked against the OIG's exclusion list. Contractor shall prohibit its Ambulance Subcontractor from employing any person who has been listed as an excluded person by the OIG.
4. Drug Testing. Contractor shall require all Transport Employees to undergo a biological fluid test for drugs 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 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 require its Ambulance Subcontractor to (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.
5. Physical Ability. Contractor shall require 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

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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.

6. Credentials. Contractor shall require all Transport Employees to be currently and appropriately credentialed.
  - a. Contractor shall require its Ambulance Subcontractor to 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 require its Ambulance Subcontractor to make available to CCCEMSA, for inspection and copying during business hours, all records and documents retained on file pursuant to this provision.
  - b. Contractor shall require its Ambulance Subcontractor to 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 require its Ambulance Subcontractor to 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 require its Ambulance Subcontractor to visually verify all credentials and certifications.
  
7. Employee Records/Termination. Contractor shall provide CCCEMSA with a list of its Ambulance Contractor's 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 or enters Ambulance Subcontractor's 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 the Ambulance Subcontractor'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 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 EMSA, on the paramedic investigation request form or other form approved by EMSA for reporting paramedic misconduct, of each and every paramedic that leaves Ambulance Subcontractor'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 CCCEMSA with a copy of the paramedic investigation request or other approved form submitted to EMSA with supporting documents and attachments no later than the following business day.
  
8. Tuberculosis and Hepatitis. Contractor shall require its Ambulance Subcontractor to provide all new and existing Transport Employees with initial and annual tuberculosis testing at no cost to the Transport Employee. Contractor shall require its Ambulance

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Subcontractor to offer all new and existing Ambulance Subcontractor clinical and operational employees Hepatitis B and annual influenza vaccinations.

9. Assault Management Training.
- a. Contractor shall require its Ambulance Subcontractor to 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 require its Ambulance Subcontractor to offer an annual refresher course in assault management that has been approved by CCEMSA.
10. Paramedic Minimum Qualifications. Contractor shall require its Ambulance Subcontractor's Paramedic Transport Employees to meet the following minimum Paramedic qualifications. County may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which a Paramedic Transport Employee fails to satisfy these minimum qualifications.
- a. Licensed as a paramedic in the State of California;
  - b. Accredited as a paramedic in Contra Costa 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 CCEMSA'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's Ambulance Subcontractor 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 require its Ambulance Subcontractor to 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;
  - g. Valid California driver license, ambulance drivers' license, and Medical Examiner certificate; and

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- h. Currently certified as an emergency vehicle operator according to the emergency vehicle operations course or equivalent training.
11. EMT Minimum Qualifications. Contractor shall require its Ambulance Subcontractor's EMT Transport Employees assigned to provide EMT services pursuant to this Contract to meet the following minimum qualifications. County may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which an EMT Transport Employee fails 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.
12. Supervisors. Contractor shall require its Ambulance Subcontractor to employ personnel assigned to supervisory positions, whether temporarily or permanently, to be well trained and qualified. Contractor shall require its Ambulance Subcontractor to 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 Contra Costa 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 Ambulance Subcontractor provided training 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.
13. Dispatchers. Contractor shall employ dispatchers that are trained and highly qualified in answering 9-1-1 calls for emergency medical services. Dispatchers assigned to answer 9-1-1 calls for emergency medical service or process emergency medical requests for service shall be certified as emergency medical dispatchers and shall maintain such certification.
14. Uniforms/Appearance. Contractor shall require its Ambulance Subcontractor to provide uniforms to its Transport Employees who provide services pursuant to this Contract. The

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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 CCCEMSA. Contractor shall require its Ambulance Subcontractor to require its Transport Employees to properly wear their issued uniform, are well groomed, and maintain a professional appearance at all times.

15. 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.
16. Paramedic Preceptors. Contractor shall require its Ambulance Subcontractor to cooperate with CCCEMSA-approved paramedic training programs and with 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. Contractor shall require its Ambulance Subcontractor to 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 shall be the responsibility of Contractor.
2. Fleet Ambulance Requirement. Contractor shall require its Ambulance Subcontractor to maintain the number of ALS equipped and fully operating Ambulances that represents at least 120% of the peak staffing level established by Ambulance Subcontractor. 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 require its Ambulance Subcontractor to 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 require its Ambulance Subcontractor to 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;
  - e. four (4) Disaster units, comprised of one (1) disaster medical support unit or its equivalent, and three (3) MCI trailers;
  - f. two (2) Decon units.

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4. Vehicles.

- a. Ambulances used in providing services under this Contract shall meet the standards of Title XIII, California Code of Regulations.
- 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 the County Contract Administrator.
- e. Each ambulance shall be equipped with functional GPS route navigation capabilities.
- f. Contractor shall require its Ambulance Subcontractor to 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 require its Ambulance Subcontractor to 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 require its Ambulance Subcontractor to 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. Ambulance Subcontractor'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 require its Ambulance Subcontractor to 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 CCCEMSA.
- 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 CCCEMSA, 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 require its Ambulance Subcontractor to 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 County Contract Administrator due to changes in technology.
- b. CCCEMSA may inspect the Ambulance Subcontractor's Ambulances at any time, without prior notice. If any Ambulance fails to meet the minimum in-service

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requirements contained in the Ambulance Equipment and Supply list as determined by CCCEMSA, CCCEMSA may:

- i. Immediately order the Ambulance removed from service until the deficiency is corrected if the missing item is deemed a critical omission;
  - ii. Subject Contractor to a per-incident penalty as described in Exhibit C (Penalties);
  - 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. 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 require its Ambulance Subcontractor to establish policies and procedures for the integration of radio and data communications with PSAPs, the Base Hospital, and on-scene incident command.
2. Communications Center Operations. Contractor shall operate a communications center located within Contra Costa County 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.
  - a. Computer Aided Dispatch (CAD). 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.
  - a. Contractor shall pay for its share of costs for all interfaces to its computer equipment and data systems, connectivity costs and for hardware at Contractor's communications facility.
4. Continuity of Operations Plan; Implementation. Contractor shall, and shall require its Ambulance Subcontractor's information system's 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. Contractor

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shall prepare a plan addressing continuity of operations in the event of a CAD outage, which shall be submitted to CCCEMSA for approval within sixty (60) days after the effective date of this Contract. In the event of a CAD outage, Contractor shall deploy the CCCEMSA approved continuity of operations plan.

5. Staffing. Contractor shall maintain 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.
  - a. Lead Direction. Contractor shall have a senior dispatcher to supervise dispatch operations twenty four (24) hours per day, every day during the term of this Contract.
  - b. Dispatcher/ Call Taker. Contractor shall have a comprehensive dispatcher/call taker program to provide dispatch operations twenty four (24) hours per day, every day during the term of this Contract. The dispatcher call taker program shall also contain requirements for employee eligibility, education and training.
  - c. Prioritization. Dispatchers assigned to process emergency medical requests for service shall appropriately prioritize EMS calls and provide pre-arrival instructions to callers using a medical priority dispatch system approved by the EMS Medical Director.
  - d. EMD Advancement Series. Contractor agrees to provide access to the Priority Dispatch EMD Advancement Series to all emergency medical dispatch certified personnel.
  - e. QA Reviewers. Contractor shall provide access to Emergency Medical Dispatch Quality Assurance reviewers to assist with monthly dispatch call reviews
  
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 agrees to work with CCCEMSA to effect such changes. Contractor agrees to negotiate with 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 require its Ambulance Subcontractor's 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.

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- b. Contractor shall require its Ambulance Subcontractor to 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.
  - c. Contractor shall require its Ambulance Subcontractor to provide each crew member assigned to an Ambulance or supervisor unit with a portable radio.
  - d. Contractor shall require its Ambulance Subcontractor to 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 require its Ambulance Subcontractor to 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 CCCEMSA and other public safety agencies as authorized and requested by CCCEMSA.
9. Hospital Communications Network. Contractor's Emergency Medical Dispatch Center shall be equipped with all equipment and software necessary for participation in the CCCEMSA-designated hospital communication network and shall train all of Contractor's dispatchers to be familiar with said hospital communications network. Contractor's dispatchers shall notify ambulance personnel when alerted through the hospital communications network that a hospital's ability to accept patients in its emergency department has changed.

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

1. Community Education. Contractor shall require its Ambulance Subcontractor to 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 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 CCCEMSA 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 require its Ambulance Subcontractor to 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.

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- c. AED Program. At no cost to County, Contractor shall require its Ambulance Subcontractor to 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 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 Contra Costa 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.
2. Community Outreach Coordinator. Contractor shall, or shall require its Ambulance Subcontractor to, employ a full-time community outreach coordinator whose primary responsibilities will be to work with CCCEMSA 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 require its Ambulance Subcontractor to 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 require its Ambulance Subcontractor's supervisory or CQI leadership team to be automatically notified of incoming calls and messages to the Customer Hotline.
    - ii. Contractor shall require its Ambulance Subcontractor to 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 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

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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 CCEMSA.

- b. Interim PCR's. Contractor, Ambulance Subcontractor, and County will cooperate to identify required content and develop a procedure for Ambulance Subcontractor's delivery of Interim PCR's 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 require its Ambulance Subcontractor to leave an Interim PCR, or a completed PCR at the hospital before departing the hospital.
- c. Completed ePCR Submission. Contractor shall require its Ambulance Subcontractor to submit an ePCR to the treating facility within 24 hours of patient delivery.
- d. Penalties. County may impose a penalty on Contractor in the amount set forth in Exhibit C (Penalties) for each instance in which Contractor fails to comply with subsections 6(b) and 6(c) above.

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

1. Contractor shall, and shall require its Ambulance Subcontractor to, 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.
2. Contractor shall require its Ambulance Subcontractor to implement policies to facilitate scheduling time on ambulances to fulfill paramedic training, internship, and accreditation requirements for paramedics working in Contra Costa County.
  - a. Contractor shall give precedence for field internships or ride-alongs to students from EMT and/or paramedic training programs based in Contra Costa 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/liason 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 CCEMSA because of medical disaster, MCI, or other

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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 management and 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. County shall compensate Contractor for Contractor's direct costs of providing services during a declared local emergency or disaster to the extent that the costs are not recoverable by Contractor from a patient or third party and to the extent that the costs are recoverable by County from the state or federal government. Contractor shall participate in disaster drills and training programs as requested by CCCEMSA.

2. Mutual Aid Outside the County. Requests for Contractor's resources for mutual aid outside of Contra Costa 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. Such authorization shall not be unreasonably withheld after an assessment of the situation by the MHOAC and a determination has been made that adequate resources will remain available to meet the emergency medical and health needs of the County.
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 CCCEMSA when requested by CCCEMSA.
4. Liaison Staff. Contractor shall require its Ambulance Subcontractor to assign a field or dispatch manager/supervisor upon CCCEMSA'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 County declares a disaster within the County, or directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of CCCEMSA 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 CCCEMSA.
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 County 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

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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 CCCEMSA. 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 CCCEMSA describing how Ambulance Subcontractor 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 CCCEMSA under this Section 8, and submit the revised version to CCCEMSA.
  - b. Contractor shall have an emergency electrical power system available to provide power to its critical command, control, computer and communications systems in the event the normal electrical supply is interrupted. This system must be tested periodically per NFPA 110. Testing schedule and results shall be submitted to CCCEMSA.
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 CCCEMSA staff during multi-casualty incidents, disasters or other unusual occurrences.
11. Interagency Training for Exercises/Drills. Contractor shall participate in CCCEMSA sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.
12. Ambulance Service Assistance. Contractor shall require its Ambulance Subcontractor to, to the best of its ability, assist in providing ambulance service to any other Emergency Response Areas if the County's contract with its emergency ambulance service provider for that ERA has been suspended or terminated, and if requested to do so by the County Contract Administrator.

**P. Service Rates, Financial Management and Reporting.**

1. Service Rates. Contractor shall comply with the Service Rate Schedule set forth on Exhibit D (Service Rate Schedule) attached hereto. Contractor shall not discount its rates or seek to collect a rate greater or less than the rates set forth in Exhibit D (Service Rate Schedule), except where required by law, or as otherwise specifically stated in this Contract.

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Contractor shall bill patients at the rates set forth on Exhibit D (Service Rate Schedule) except where prohibited by law (e.g., Medicare or Medicaid), or unless otherwise specifically stated in this Contract. This shall not preclude Contractor from accepting payments that are less than invoiced on a case-by-case basis for hardship or dispute resolution.

2. Service Rate Adjustments.

- a. Regular Rate Increases. When requested by Contractor, the County Contract Administrator shall approve annual increases to the rates set forth in Exhibit D (Service Rate Schedule) based on changes in the Consumer Price Index, All Urban Consumers for Medical Care (U.S. city average) (1982-84=100) ("CPI"). The annual rate increases will be the greater of three (3) percent, or the increase in the CPI for the subject calendar year.
  - b. Changed Circumstances Rate Increases. In the event changed circumstances impact Contractor's costs of providing services under this Contract, or there are reductions in revenue caused by factors that are beyond the control of Contractor, Contractor may request increases or decreases in the service charges set forth on Service Rate Schedule set forth on Exhibit D (Service Rate Schedule) to mitigate the financial impact of such changed circumstances. No adjustments to service charges will be allowed during the first twelve (12) months after the effective date of this Contract. If Contractor believes an adjustment is warranted, Contractor may apply to the County Contract Administrator for a rate adjustment to be effective on or after the first anniversary of this Contract. Applications must be submitted at least sixty (60) days prior to the requested effective date. Requests for changes to service charges shall only be allowed once each calendar year following the first year of this Contract. The County Contract Administrator shall review the application and forward his or her recommendation to the Health Services Director, who shall have the authority to approve or disapprove the request. CCCEMSA's approval of rate changes is required before they can become effective.
  - c. CCCEMSA Audit. County shall have the right to review and/or audit any books, medical billing accounts, medical records, productivity reports or financial or operational records of Contractor as it deems necessary to verify such requests.
3. Expendable Supplies. The County Contract Administrator may approve charges for expendable supplies when said supplies are newly required by EMS pre-hospital protocols adopted during the term of this Contract or when the County Contract Administrator approves new items to be stocked on ambulances. The increase in patient charges shall be based upon the cost of the new items adjusted for the collection rate then recognized by Contractor in order to ensure full cost recovery.
4. Audits/Inspections. Contractor will provide County quarterly unaudited financial statements for its services provided pursuant to this Contract. These reports shall be provided in a format prescribed by CCCEMSA.
- a. Contractor shall maintain separate financial records for EMS services provided pursuant to this Contract in accordance with generally accepted accounting principles.
  - b. With reasonable notification and during normal business hours, County 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 County at their Contra Costa County office or other mutually agreeable location. The County may audit, copy,

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- make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.
- c. Annual Financial Audit - Contractor will promptly provide annual financial statements in a format approved by County 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 Contra Costa County operation will be required.
  - d. 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.
5. No Field Collections. Neither Contractor nor its Ambulance Subcontractor shall make any attempts to collect its fees at the time of service.
6. Billing/Collection Services. Contractor shall maintain a business office within Contra Costa 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.
- a. Contractor shall describe its methods for receiving, monitoring and responding to patient issues and complaints.
  - b. Contractor shall describe its policies for identifying patients that qualify for a financial hardship consideration for discounting or writing off their accounts.
  - c. Contractor shall provide an informational brochure or equivalent in each bill describing the process for hardship consideration.
7. Financial Hardship Review Process. Contractor shall establish a process to reduce the costs of ambulance services to patients who have demonstrated inability to pay through completing a financial statement form. All information relating to financial hardship requests shall be kept confidential. The billing manager will review the form and assess an appropriate and acceptable monthly arrangement.
8. Billing Appeals Process. Contractor will create a consumer friendly appeals process in cooperation with Contra Costa Health Insurance Counseling and Advocacy Program (HICAP) that allows the consumer sufficient time for denied claims to go through governmental and private insurers appeals timeframes before being sent to collections. Contractor will, on a monthly basis, document the number of billing waivers, appeals in process and average time to process appeals.
9. Billing/Accounts Receivable System. Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:
- a. electronically generate and submit Medicare and MediCal claims;
  - b. itemize all procedures and supplies employed on patient bills; and

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- c. be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
10. First Responder Billing. Contractor shall provide billing services to fire jurisdictions providing fire first responder services if requested by the fire jurisdiction, provided that the fire jurisdiction compensates Contractor for its cost of providing the billing services.
11. Financial Reporting. Contractor will report trends in monthly net revenue, total expenses, number of deployed unit hours, cost per unit hour, number of transports, collection rate, average patient charge by payer mix, average patient reimbursement by payer mix, net revenue/transport, cost/trip, amount of uncompensated care provided and payer mix on a monthly basis.
12. Periodic Reporting. Contractor may be required by County to provide County with periodic report(s) in the format approved by the County Contract Administrator to demonstrate billing compliance with approved/specified rates.
13. Contract Administration; Dispute Resolution Process.
  - a. Collaboration Committee Meetings. At least once a month, staff of Contractor, CCCEMSA, and the Ambulance Subcontractor, whose attendance are necessary and appropriate, shall meet to discuss issues arising under this Contract. The purpose of the Collaboration Committee meetings is to provide a forum for formal discussion and resolution of issues arising in the performance and administration of this Contract.
  - b. Dispute Resolution Process. Except as provided in Section H(13) above with respect to penalty appeal disputes, and without limiting the parties rights under Special Condition 32 (Event of Default) of this Contract, the parties agree to resolve any disputes arising under this Contract as set forth in this section.
    - i. Collaboration Committee. The Collaboration Committee will discuss relevant issues and make a good faith attempt to resolve them.
    - ii. Agency Heads. If the Collaboration Committee is unable to resolve an issue, the agency head of the party seeking resolution of an issue arising under this Contract shall contact the other party's agency head (i.e., Contractor's Fire Chief, or CCCEMSA's Director) in an attempt to resolve the issue.
    - iii. Health Services Director. If the issue is not resolved by the agency heads, the party initially raising the issue shall provide the Health Services Director with a written description of the dispute, copying the County Administrator. No later than twenty (20) days after the Health Services Director has received the written description of the dispute, he or she shall provide the parties with a written decision regarding the dispute.

**Q. Administrative**

1. Federal Healthcare Program Compliance Provisions. Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

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2. Medicare and Medicaid Compliance Program Requirements. Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).
3. Annual Medicare Claims Review. Contractor shall engage a qualified entity to conduct a claims review on an annual basis as described in the OIG Compliance Guidance. A minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. Contractor shall submit the report to CCCEMSA no later than 120 days after the end of each calendar year during the term of this Contract.
4. HIPAA, CAL HIPAA and HITECH Compliance Program Requirements. Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to 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, including:
  - a. Standards for Privacy and Individually Identifiable Health Information
  - b. Health Insurance Reform: Security Standards
  - c. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards
5. HIPAA, CAL HIPAA and HITECH violations. Any violations of the HIPAA, CAL HIPAA and HITECH rules and regulations will be reported immediately to CCCEMSA along with Contractor's actions to mitigate the effect of such violations.
6. State Compliance Provisions. Contractor shall, and shall require its Ambulance Subcontractor to, 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 county and CCCEMSA policies, procedures, and protocols with regard to the services described in this Contract.
7. Performance Oversight and Monitoring. CCCEMSA shall 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 CCCEMSA. Contractor shall provide monitoring tools and technology to allow CCCEMSA to monitor Contractor's performance under this Contract
8. 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. CCCEMSA personnel may and will at any time directly observe Contractor operations including ride-a longs (in

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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 CCCEMSA personnel. CCCEMSA personnel shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employer/employee relationships. CCCEMSA shall provide written feedback and results of any inspection, audit or review performed within ten (10) business days after completion.

9. 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 CCCEMSA for approval prior to their implementation.
  
10. Contractor Obligation to Notify County. Contractor shall report to CCCEMSA in writing as soon as practicable any instance where it did not meet, or has reason to believe it may not be 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, CCCEMSA shall perform a review and work with Contractor to develop the appropriate corrective action plan to be implemented by Contractor.
  
11. Annual Performance Evaluation.
  - a. CCCEMSA 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. CCCEMSA and Contractor will jointly present an annual report to the Contra Costa County Board of Supervisors describing the Emergency Ambulance Services provided under this Contract during the subject year.
  
12. Invoicing and Payment for Services. CCCEMSA shall invoice Contractor for any fines or penalties within 30 business days after CCCEMSA's receipt of Contractor's monthly performance reports and after approval of the penalties determined by CCCEMSA. Contractor shall pay CCCEMSA all penalties and fines no later than forty-five (45) days after receipt of an invoice. For any disputes that have not been resolved to CCCEMSA or

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Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted if necessary to reflect the resolution of disputed amounts.


13. Ambulance Service Permit. Contractor shall require its Ambulance Subcontractor to comply with the County ambulance permitting process pursuant to Division 48 of the County Ordinance Code and CCCEMSA policies.
14. Sharing of Information. Contractor shall not discourage or prevent its employees or agents from sharing information with CCCEMSA or appropriate County personnel concerning the County's EMS System, including issues related to Contractor's operations.
15. Notice of Labor Action. Contractor shall notify County of any threatened labor action or strike that would adversely affect its performance under this Contract. At the time of said notice, Contractor shall provide County 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.
16. Cooperation With Evolving System. Contractor agrees to participate and assist in the development of system changes subject to negotiated costs, if any.
17. Earned Contract Extension. Notwithstanding Section 22 (Nonrenewal) of the General Conditions of this Contract, the County Contract Administrator shall report to the Board of Supervisors on or before December 31, 2020, on Contractor's compliance with the terms of this Contract and the Board of Supervisors shall issue a finding as to Contractor's compliance with the terms of this Contract. Notwithstanding Paragraph 3 (Term) of this Contract, unless this Contract is terminated by either party pursuant to its terms, or by mutual agreement prior to December 31, 2020, upon a finding by the Board of Supervisors 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 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.
18. No Advertising. Contractor shall require its Ambulance Subcontractor, in the course of providing services pursuant to this Contract, to refrain from advertising, promoting, or endorsing any other service or product provided by Contractor or any other firm, unless Contractor has obtained the prior written approval of CCCEMSA.

**R. Workforce Engagement and Benefits.**

1. Workforce Engagement. Contractor shall require its Ambulance Subcontractor to 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's Ambulance Subcontractor 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

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Contract Number 23-585

- 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 require its Ambulance Subcontractor to 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.
    - 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
  - a. Contractor shall require its Ambulance Subcontractor to 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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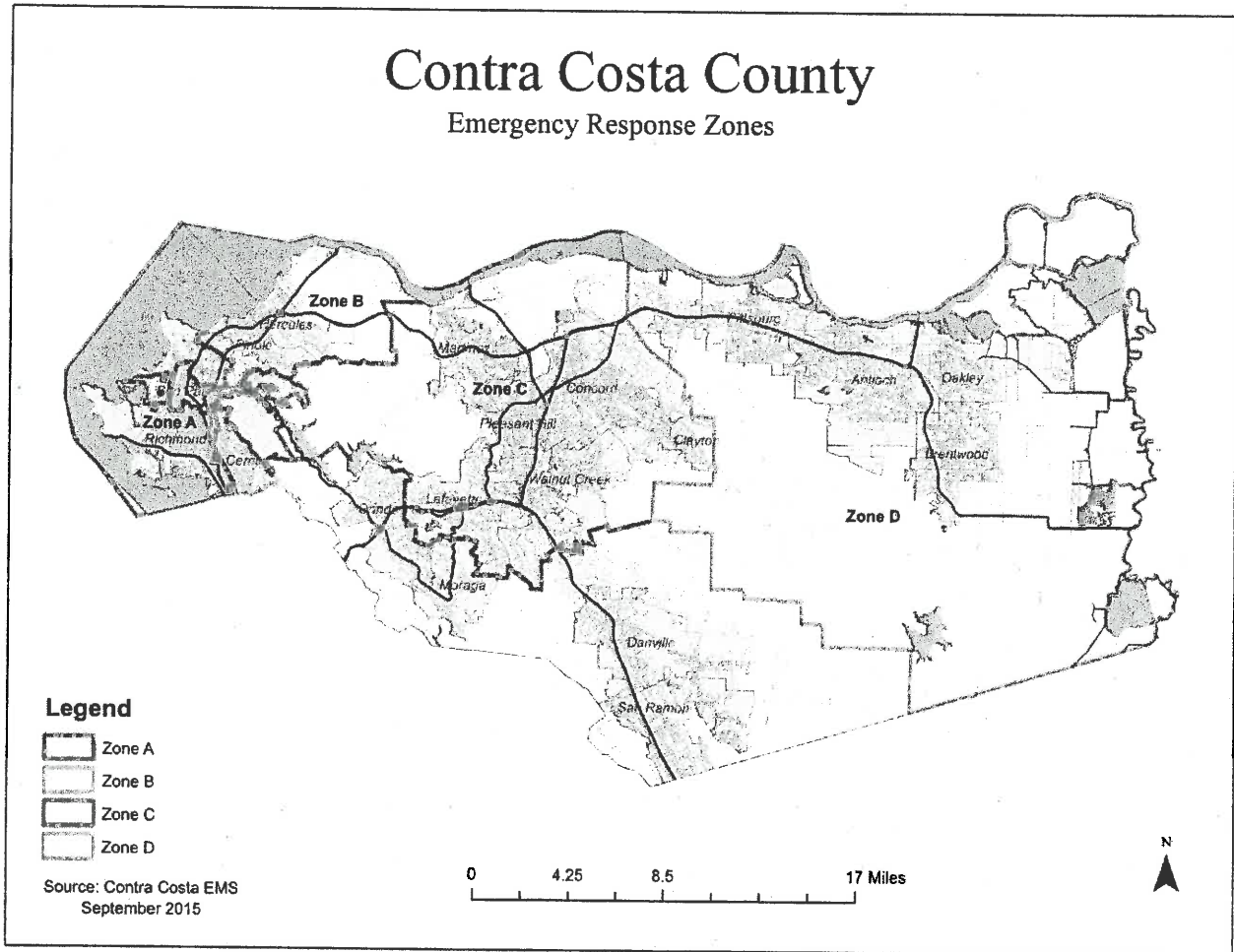
  
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**SERVICE PLAN  
(Purchase of Services - Long Form)**

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Exhibit A

**Emergency Response Zones Map**



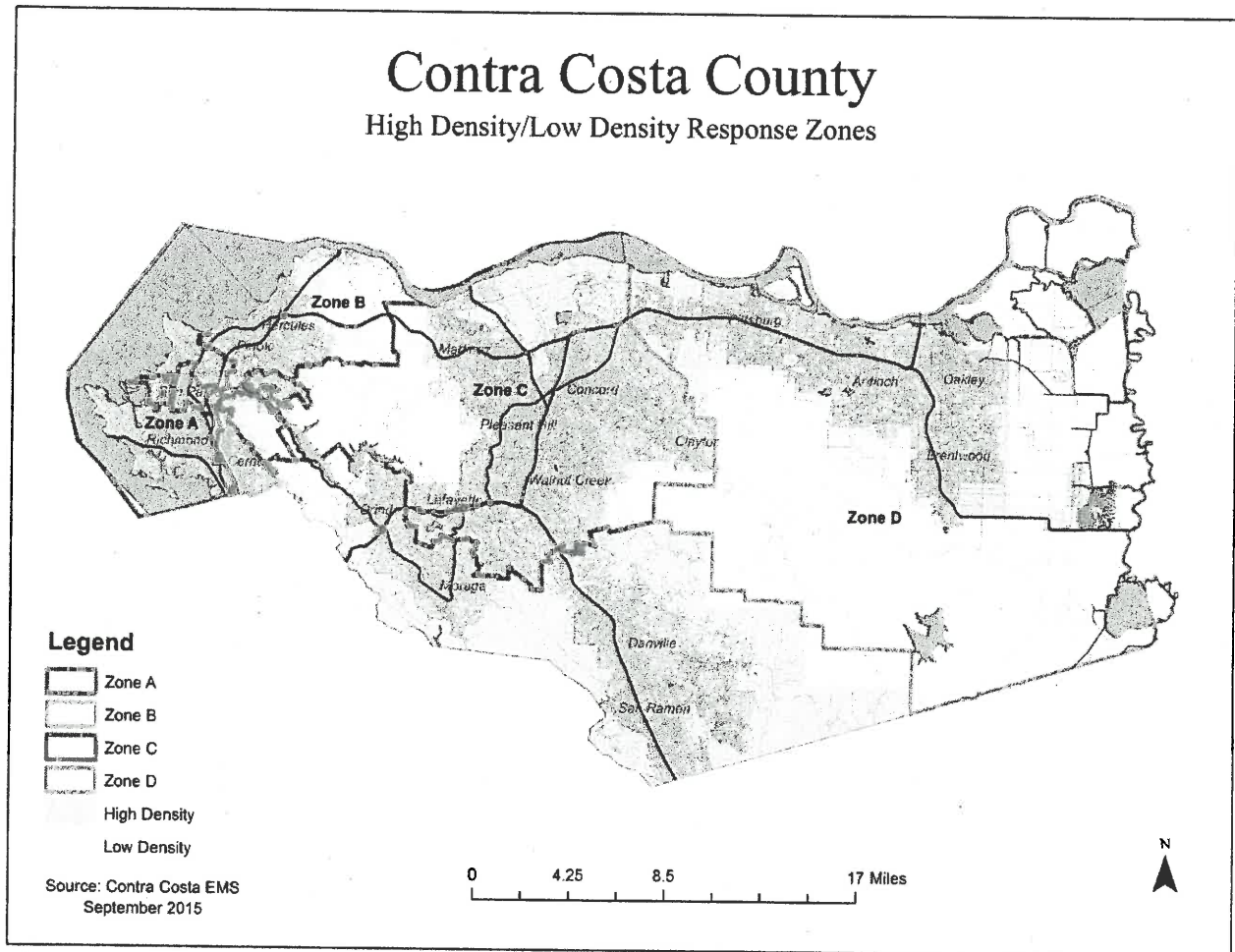
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**SERVICE PLAN  
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Exhibit B

**Response Density Map**



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**SERVICE PLAN  
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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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Priority 4	>29:59 late for scheduled >89:59 for non-scheduled		\$500
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**II. Other Penalties.**

<b>Performance</b>	<b>Section Reference</b>	<b>Penalty</b>
Provide timely Response Time reports and operational reports	Section H(10)(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))  A penalty of \$100 for every completed ePCR not provided to the facility within 24 hours of patient delivery.
Submit completed ePCR within 24 hours of patient delivery	Section M(6)(c) - ePCR submission within 24 hours	
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)(c), and D(1)(e)(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(7)	\$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)(c)	\$10,000 for each failure to respond to an Emergency Ambulance request.
Improper Paramedic or EMT certification	Section I(10) (Paramedic); Section I(11) (EMT)	\$250 per call responded to by improperly certified Paramedic or EMT

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Failure to document Against Medical Advice (AMA)	Section D(19)	\$500 for a Transport Employee's failure to document Against Medical Advice (AMA)
Dispatched Emergency Ambulance crew fails to report and document Arrival On Scene Time	Sections H(6)(d), and H(10)(d)	\$250 per incident
Ambulance fails to meet the minimum in-service requirements	Section J(5)	\$500 per Ambulance

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## SPECIAL CONDITIONS

The parties to this Contract agree that the following Special Conditions modify the General Conditions (Form L-5) of the Contract and are part of this Contract.

1. Records. Section 3(a) (Retention of Records) of the General Conditions is hereby deleted in its entirety and replaced by the following:

“a. Retention of Records. Contractor must retain all documents pertaining to this Contract for five years from the end of the last year in which this Contract was in effect; 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

2. Termination. Section 5 (Termination) of the General Conditions is hereby deleted in its entirety and replaced by the following:

“5. Termination.

a. Written Notice. Either party may, at its sole discretion, terminate this Contract without cause by giving the other party 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 a party has committed an Event of Default (as defined in Special Condition 32 (Event of Default) below), the non-Defaulting party may, upon written notice to the Defaulting party, terminate this Contract. If County terminates this Contract based on an Event of Default, it may proceed with the work in any reasonable manner it chooses. The cost to the County of completing Contractor’s performance shall be deducted from any sum due the Contractor under this Contract, without prejudice to the County’s rights otherwise to recover its damages.”

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

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

5. Assignment. Section 13 (Assignment) of the General Conditions is hereby amended by

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SPECIAL CONDITIONS

adding the following sentence to the end of the Section:

“Notwithstanding the foregoing, County hereby consents to Contractor using (a) American Medical Response West, a California corporation, as its emergency ambulance services subcontractor, and (b) Advanced Data Processing, Inc., a Delaware corporation, as its emergency ambulance services billing subcontractor.”

6. Insurance. Section 19 (Insurance) of the General Conditions is hereby deleted in its entirety and replaced by the following:

“19. Insurance.

- a. Contractor Insurance. During the entire term of this Contract and any extension or modification hereof, Contractor shall maintain (i) workers’ compensation or self-insurance coverage, covering its personnel while they are performing services under this Contract, and (ii) liability insurance or self-insurance coverage, covering the general liability of the Contractor in amounts appropriate for the services it provides and satisfactory to Contractor. Contractor will provide County with satisfactory evidence of the coverages required by subsections (i) and (ii).
- b. Subcontractor Insurance. During the entire term of this Contract and any extension or modification hereof, Contractor shall cause its subcontractors to keep in effect insurance policies meeting the following insurance requirements:
  - i. Ambulance Subcontractor Liability Insurance. Contractor shall cause its Ambulance Subcontractor (as defined in the Service Plan) to 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 Contra Costa County and its officers and employees as additional named insureds as to all services performed by the Ambulance Subcontractor under its subcontract with Contractor. Said policies shall constitute primary insurance as to

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SPECIAL CONDITIONS

Contract. If any of Contractor's subcontractor's providing services in connection with this Contract renew an insurance policy or acquire either a new insurance policy or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide County with a current certificate of insurance evidencing such renewal, new policy, or amendment.

- c. Additional Insurance Provisions. No later than five days after any of Contractor's subcontractors receive: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in the subcontractor's insurance coverage required by this Contract; or (ii) a notice of a material change to the subcontractor's insurance coverage required by this Contract, Contractor will provide County 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 County the notice as required by the preceding sentence is a default under this Contract."

7. Nonrenewal. Section 22 (Nonrenewal) of the General Conditions is hereby amended by adding the following paragraphs to the end of the Section:

Competitive Bid Required. Contractor acknowledges that County intends to conduct a competitive procurement process for the provision of emergency ambulance services within the Service Area (as defined in the Service Plan) following the expiration or termination of this Contract. Contractor acknowledges and agrees that County 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 Ambulance Subcontractor (as defined in the Service Plan) 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, and shall not permit its Ambulance Subcontractor to, 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

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about Contractor's business practices or field operations."

8. 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 the County Contract Administrator (as defined in the Service Plan) 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, the County Contract Administrator shall present the matter to the County Board of Supervisors. If the Board of Supervisors 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 Agreement will endanger public health and safety, Contractor shall, and shall cause its Ambulance Subcontractor to, cooperate with County to effect an immediate emergency takeover by County of Contractor's Ambulance Subcontractor's ambulances and crew stations (an "Emergency Takeover"). The Emergency Takeover shall be completed within 72 hours after action by the Board of Supervisors.
- b. Delivery of Equipment. In the event of an Emergency Takeover, Contractor shall cause its Ambulance Subcontractor to deliver to County 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 cause its Ambulance Subcontractor to 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 the County in mitigation of any damages to the County. However, during the County's takeover of the ambulances, equipment, and facilities, County and Contractor shall be considered a

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SPECIAL CONDITIONS

sublessee and sublessor, respectively, and Contractor and its Ambulance Subcontractor shall be considered lessee and lessor, respectively pursuant to the subcontract between Contractor and its Ambulance Subcontractor. Monthly rent payable to Contractor shall be equal to the aggregate monthly amount of Contractor's Ambulance Subcontractor'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 the Contractor's Ambulance Subcontractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, the County shall pay Contractor the fair market rental value for the ambulance or crew station.

- ii. All of Contractor's Ambulance Subcontractor's vehicles and related equipment necessary for the provision of Emergency Ambulance Services pursuant to this Contract are hereby subleased to the County during an Emergency Takeover period. Contractor shall maintain and provide to County 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 the County 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 County 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 County's alleged damages. However, failure on the part of Contractor to cooperate fully with the 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 Supervisors was made in error.
  
- e. Contractor Indemnity. County shall indemnify, hold harmless, and defend Contractor against any and all claims arising out of the County'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. County shall have the right to authorize the use of the vehicles and equipment

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SPECIAL CONDITIONS

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. County agrees to return all Contractor vehicles and equipment to Contractor's Ambulance Subcontractor in good working order, normal wear and tear excepted, at the end of the Emergency Takeover period. For any of equipment not so returned, County 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. County 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 and to protect the public health and safety by whatever reasonable means the County chooses.
31. End Term Provisions. Contractor shall, and shall cause its Ambulance Subcontractor to, return to County all County issued equipment in good working order, normal wear and tear excepted, upon the expiration or termination of this Contract. For any County equipment not so returned, County 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 County for the actual cost of repairs and/or replacement.
32. Event of Default. Subject to the dispute resolution process set forth in Section P(13) of the Service Plan, if a party to this Contract believes the other party has failed to perform or observe any material term, covenant or provision of this Contract (any such event, a "Default"), the non-Defaulting party shall deliver a written notice to cure such Default to the Defaulting party ("Notice to Cure"). Within thirty (30) days following the date of the mailing of the Notice to Cure, the Defaulting party shall cure the Default or, if the Default is not reasonably capable of cure within thirty (30) days, the Defaulting party will be allowed to cure such Default if it provides the non-Defaulting party 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 the non-Defaulting party. If the Defaulting party fails

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SPECIAL CONDITIONS

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 the non-Defaulting party under law or equity, the non-Defaulting party 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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Contractor

  
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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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Contractor

  
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County Dept.

**GENERAL CONDITIONS**  
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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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**GENERAL CONDITIONS**  
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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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**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

  
Contractor

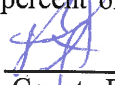
  
County Dept.

**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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**GENERAL CONDITIONS**  
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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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Contractor

  
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County Dept.

## HIPAA BUSINESS ASSOCIATE ATTACHMENT

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Attachment ("Attachment") supplements and is made a part of the Contract identified as Number 23-585 (hereinafter referred to as "Agreement") by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as "County") and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as "Associate").

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the regulations promulgated thereunder (collectively, the "HIPAA Regulations"), and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations and contained in this Attachment.

In consideration of the mutual promises below and the exchange of information pursuant to this Attachment, the parties agree as follows:

1. **Definitions.** As used in this Attachment, the following terms have the following meanings:
  - a. **Breach** has the meaning given to such term under the HITECH Act set forth at 42 U.S.C. Section 17921.
  - b. **Business Associate** ("Associate") means an individual or entity that provides services, arranges, performs or assists in the performance of activities on behalf of the County and who uses or discloses PHI, pursuant to the HIPAA Regulations including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
  - c. **Covered Entity** ("County") means Contra Costa County for its Health Services Department.
  - d. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
  - e. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
  - f. **Electronic Media** is:
    - (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
    - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

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- g. **Electronic Protected Health Information (ePHI)** is any Protected Health Information that is stored in or transmitted by electronic media.
- h. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
- j. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, as in effect or as amended.
- k. **Protected Health Information** (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501).
- l. **Protected Information** means PHI provided by County to Associate or created or received by Associate on behalf of the County in connection with the Agreement.
- m. **Required by Law** has the same meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103.
- n. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- o. **Security Rule** means the standards for protecting the security of electronic Protected Health Information in 45 C.F.R. Parts 160 and 164, as in effect or as amended.
- p. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h).

Terms used, but not defined, in this Attachment will have the same meanings as those terms are given in the HIPAA Privacy Rule.

2. **Obligations of Associate.**

- a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under the Agreement and as permitted under the Agreement and this Attachment, or as Required by Law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act.
- b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Attachment, (ii) for the proper management and administration of Associate, (iii) as Required by Law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Attachment and only disclosed as Required By Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party

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 Contractor  \_\_\_\_\_  
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to immediately notify Associate or any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.

- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or services to which the PHI solely relates (42 U.S.C. Section 17935(a)). Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Attachment and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Reporting of Improper Use or Disclosure.** Associate will notify County in writing within twenty-four (24) hours of its discovery of any security incident or any other use or disclosure of Protected Information not permitted by the Agreement or this Attachment of which Associate or its officers, employees or agents become aware, without unreasonable delay, and in no case later than ten (10) calendar days after discovery. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- f. **Associate's Agents.** Associate agrees to ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Associate with respect to such Protected Information and implement the safeguards required by paragraph c, above, with respect to ePHI. Associate agrees to implement and maintain sanctions against agents and subcontractors who violate such restrictions and will mitigate the effects of any such violation.
- g. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within ten (10) days of request by County to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.524. If Associate maintains an Electronic Health Records, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of Protected Information.** Within ten (10) days of receipt of a request from County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors will make such Protected Information available to County for amendment and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify County within five (5) calendar days of the request, without unreasonable delay. County, and not Associate, will determine if and when to deny a request for an amendment of Protected Information maintained by Associate.
- i. **Availability and Accounting of Information.** Within ten (10) calendar days of notice by County of a request for an accounting of disclosure of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set

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forth in, and as limited by, 45 C. F. R. Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.502; (ii) to individuals of PHI about them as set forth in 45 C. F. R. 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 C. F. R. Section 164.510; (iv) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); or (v) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, such information must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and , if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate will send the request, in writing, to County within five (5) calendar days of receipt. It will then be County's responsibility to prepare and deliver or otherwise respond to the accounting request. Associate will not disclose any Protected Information except as set forth in Section 2.b. of this Attachment.

- j. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate's compliance with the HIPAA Privacy Rule. Associate agrees to provide County with copies of any Protected Information that Associate provides to the Secretary of the U.S. Department of Health and Human Services at the same time Associate provides such Protected Information to the Secretary of the U.S. Department of Health and Human Services.
- k. **Minimum Necessary.** Associate and its agents and subcontractors will only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to Protected Information.
- m. **Retention of Protected Information.** Except as provided in Section 3.c. of this Attachment, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Attachment for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- n. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Attachment. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, at its sole discretion, that will cover losses that may arise from any breach of this Attachment, breach of security, or any unauthorized use or disclosure of Protected

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Information. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Attachment.

- o. **Notification of Breach.** During the term of the Agreement, Associate shall notify County within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. In the event the breach was caused, directly or indirectly, by negligent misconduct on the part of Associate, Associate's agents or subcontractors, Associate will be solely responsible for all damages resulting from the breach.
- p. **Breach Pattern or Practice by County.** Pursuant to 42 U.S.C. Section 17934(b), if the Associate knows of a pattern of activity or practice of County that constitutes a material breach of violation of the County's obligations under the Agreement or Attachment, the Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Associate must terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services. Associate shall provide written notice to County of any pattern of activity or practice of County that Associate believes constitutes a material breach or violation of the County's obligations under the Agreement or Attachment within five (5) days of discovery and shall meet with County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- q. **Certification and Enforcement.** At any time during the term of the Agreement, and without advance notice, County and its authorized agents or contractors may examine Associate's facilities, systems, procedures and records as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, HITECH Act, other HIPAA Regulations, and this Attachment.

### 3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Attachment, as determined by County, constitutes grounds for termination of the Agreement pursuant to General Conditions Paragraph 5. (Termination and Cancellation), Subsection b. (Failure to Perform), of the Agreement.
- b. **Reasonable Steps to Cure Breach.** If County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Attachment, County may, in its sole discretion, terminate the Agreement pursuant to Section 3.a., above, or provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary of the U.S. Department of Health and Human Services.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Associate must return or destroy, at the exclusive option of County, all Protected Information that Associate, its agents and subcontractors, still maintain in any form, and Associate may not retain any copies of such Protected Information. If return or destruction is not feasible, Associate may retain the Protected Information and must continue to extend the protections of Sections 2.a., 2.b., 2.c., and 2.d. of this Attachment to such information and limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If Associate destroys the Protected Information, Associate must verify in writing to County that such Protected Information has been destroyed.

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4. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Attachment, HIPAA, HITECH Act, or the HIPAA Regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
5. **Changes to HIPAA and its regulations.**
- a. **Compliance with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that changes to this Attachment may be required to ensure compliance with such developments. The parties agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, HITECH Act, the HIPAA Regulations, and other applicable state and federal laws relating to the security and/or confidentiality of PHI.
  - b. **Negotiations.** In the event that a state or federal law, statute, or regulation materially affects the Agreement or this Attachment, the parties agree to negotiate immediately and in good faith any necessary or appropriate revisions to the Agreement or this Attachment. If the parties are unable to reach an agreement concerning such revisions within the earlier of thirty (30) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulations, or if the change is effective immediately, then County may, in its sole discretion, immediately terminate the Agreement upon written notice to Associate.
6. **Miscellaneous Provisions.**
- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, HITECH Act, the HIPAA Regulations, or other laws relating to security and privacy and arising out of the Agreement or this Attachment.
  - b. **No Third Party Beneficiaries.** Nothing express or implied in this Attachment is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
  - c. **Interpretation.** The provisions of this Attachment prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Attachment. This Attachment and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Attachment will be resolved in favor of a meaning that complies, and is consistent, with HIPAA and the Privacy Rule.
  - d. **Notice to Secretary.** Associate understands and agrees that if County knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under this Attachment and the breach or violation continues and termination of the Agreement is not feasible, County will report the problem to the Secretary of the U.S. Department of Health and Human Services, as required by HIPAA, HITECH Act, and the HIPAA regulations.
  - e. **Survival.** The obligations of Associate pursuant to Sections 2.1. and 3.c. of this Attachment survive the termination or expiration of the Agreement.

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:

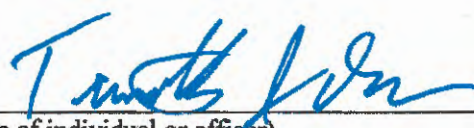
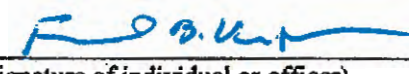
California Health and Safety Code Section 13861 and all legal authorities cited in the HIPAA Business Associate Addendum attached to this Contract and incorporated herein by this reference.

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
--	---

**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),

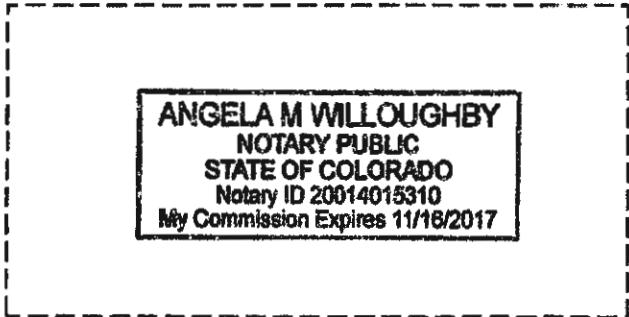
personally appeared, Timothy Dorn

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.

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County Dept.

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

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**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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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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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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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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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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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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Medical Health Operational Area Coordinator. Once an emergency operations plan is activated by the MHOAC in response to a disaster, all Contractor resources and mission tasking shall be coordinated through the District and the California Master Mutual Aid System in support of the emergency operations plan.

- a. Contractor shall designate an individual who will have primary responsibility for disaster preparedness and planning coordination. This individual shall be the primary point of contact between District and Contractor during the performance of an emergency operations plan and for all disaster preparedness and planning coordination. Contractor's disaster coordinator shall attend training courses, meetings, and drills as requested by CCCEMSA, and support the MHOAC to provide adequate ambulance resources are available during MCIs and disasters.

9. Adopting Plan B Option. If the CCCEMSA Contract is amended to adopt one or more of the options presented in Plan B of the Proposal due to circumstances surrounding the EMS System preventing the efficient and financially viable delivery of Emergency Ambulance Services under the CCCEMSA Contract, the parties agree to amend this Contract to conform to the CCCEMSA Contract amendments. The proposed changes to the Contract and the potential impacts will be discussed by both parties prior to presentation to either party's board.

**E. Clinical Performance Standards.**

1. Continuous Quality Improvement (CQI) Program.

- a. Contractor shall cooperate with CCCEMSA to implement improvements and enhancements of the EMS System in an effort to provide residents of, and visitors to, the County the highest quality emergency medical transportation services and associated emergency medical care. Contractor shall participate, as reasonably requested by CCCEMSA, in achieving the goals set forth in the County EMS Plan and the EQIP. As determined by CCCEMSA, this shall include implementing and conducting all services described under this Contract in a manner that seeks clinical performance excellence combined with innovative strategies and technology that optimize delivery of high quality out-of-hospital medical care, community service and service accountability. Contractor shall provide District and CCCEMSA with a clinical education program that achieves contemporary benchmarks of clinical excellence in a progressive and sustainable fashion. Contractor's CQI programs and activities must be reviewed by the CCCEMSA Medical Director and approved by CCCEMSA. All programs and activities shall be conducted in accordance with CCCEMSA prehospital care policies. Contractor shall not modify its approved CQI program without prior approval by District and the CCCEMSA Medical Director. The CQI program must encompass the sum of all activities undertaken by all Transport Employees to maintain the standard of care established for those services.
  - i. Contractor shall cooperate with District and CCCEMSA to develop Annual System Improvement and Enhancement Goals and reports consistent with the priorities established in the County EMS System Plan and EQIP. Contractor's achievement of its annual goals, as evidenced by results demonstrated in the annual Performance Report, will be considered as part of District's optional extension of this Contract under Section Q(15) below.
- b. Contractor shall work with CCCEMSA to develop and implement a CQI program plan that is designed to deliver optimal patient care and effective operations for all services provided under this Contract.

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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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- 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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- 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 PCRs.
    - 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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- 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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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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- 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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- 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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- 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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- 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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- iii. Infrequent Skills Lab: annual hands-on experience demonstrating proficiency in skills as defined by the EQIP;
- iv. Annual CCCEMSA policy, protocol, and procedures updates;
- v. Annual training courses/offerings as identified by the CCCEMSA 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 CCCEMSA 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 CCCEMSA 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 CCCEMSA 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 CCCEMSA 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 CCCEMSA approved FTO during the evaluation period. The field evaluation program shall be in compliance with CCCEMSA policies and submitted as a part of Contractor's CQI plan.

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

- a. Contractor shall collaborate with District and CCCEMSA 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 CCCEMSA plans, programs, policies,

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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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- 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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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 CCEMSA will use Response Time data from District's CAD system via CCEMSA'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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- 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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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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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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- 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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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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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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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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- 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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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 x 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.

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- 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;

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- 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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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.

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- 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.

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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.

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- 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:

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- 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.

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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.

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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.

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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

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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;

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- iv. Patient insurance information if available; and
  - v. Reason for ambulance transportation
  - i. Contractor shall provide patient billing information to District in a format and substance that will allow District to:
    - i. electronically generate and submit Medicare and MediCal claims;
    - ii. itemize all procedures and supplies employed on patient bills;
    - iii. transmit the information to District's billing and collections subcontractor; and
  - j. Contractor shall cooperate with District as necessary to ensure that it is fulfilling District's requirements with respect to the sufficiency and timely provision of patient billing information.
11. **Financial Reporting.** On a monthly basis Contractor shall report to District trends in monthly total expenses, number of deployed unit hours, cost per unit hour, number of transports, cost per trip, and any other relevant expense data reasonably requested by District.
12. **Contract Administration; Dispute Resolution Process.**
- k. **Collaboration Committee Meetings.** At least once a month, staff of Contractor, District, and CCEMSA, whose attendance are necessary and appropriate, shall meet to discuss issues arising under this Contract. The purpose of the Collaboration Committee meetings is to provide a forum for formal discussion and resolution of issues arising in the performance and administration of this Contract.
  - l. **Dispute Resolution Process.** Without limiting the party's rights under Special Condition 32 (Event of Default) of this Contract, the parties agree to resolve any disputes arising under this Contract as set forth in this section.
    - i. **Collaboration Committee.** The Collaboration Committee will discuss relevant issues and make a good faith attempt to resolve them.
    - ii. **Agency Heads.** If the Collaboration Committee is unable to resolve an issue, the agency head of the party seeking resolution of an issue arising under this Contract shall contact the other party's agency head (i.e., District's Fire Chief, or Contractor's regional director) in an attempt to resolve the issue.

**Q. Administrative.**

1. **Federal Healthcare Program Compliance Provisions.** Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.
2. **Medicare and Medicaid Compliance Program Requirements.** Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation. Contractor's Compliance Program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).
3. **HIPAA, CAL HIPAA and HITECH Compliance Program Requirements.** Contractor shall implement a comprehensive plan and develop the appropriate policies and procedures to

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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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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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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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- 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.

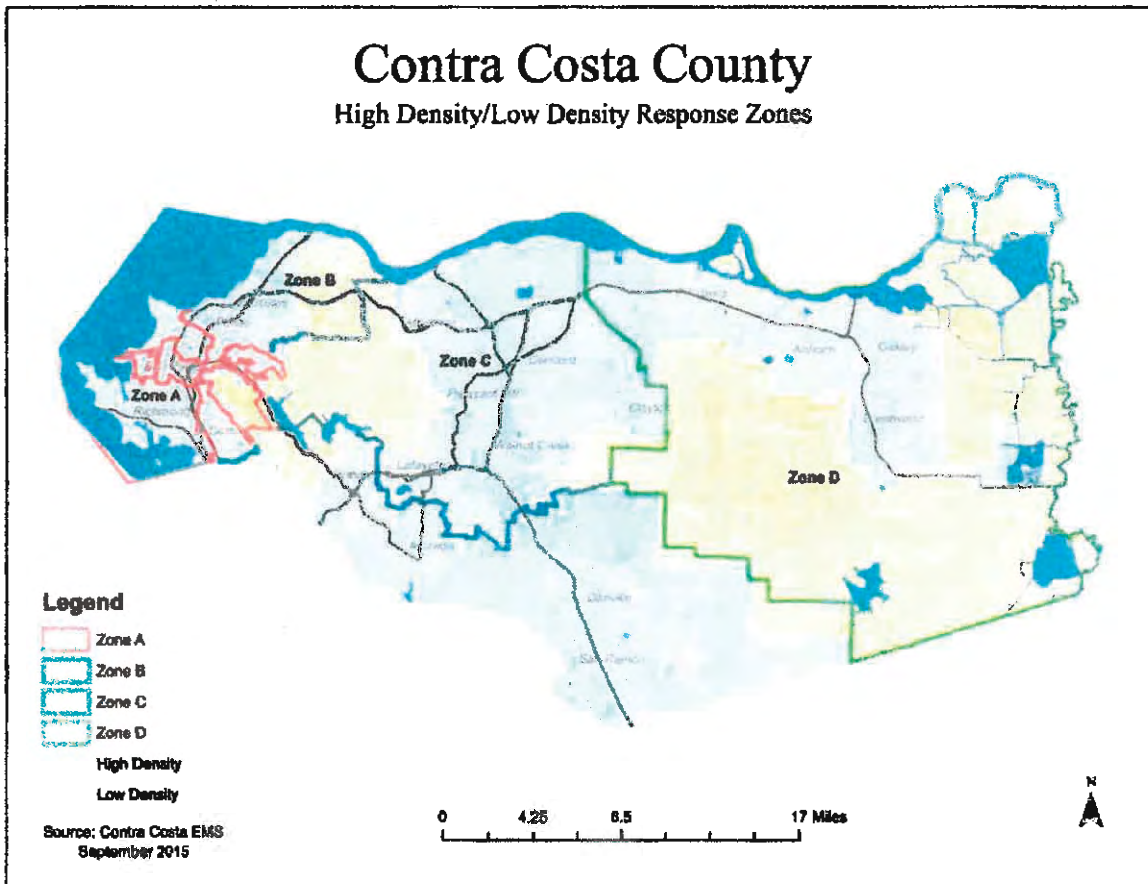
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**SERVICE PLAN  
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**Exhibit B**

**Response Density Map**



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**SERVICE PLAN  
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**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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**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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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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**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.

  
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**SPECIAL CONDITIONS**  
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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

  
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**SPECIAL CONDITIONS**  
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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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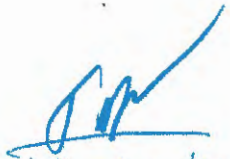
  
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- ii. All of Contractor's vehicles and related equipment necessary for the provision of Emergency Ambulance Services pursuant to this Contract are hereby leased to District during an Emergency Takeover period. Contractor shall maintain and provide 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


  
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**SPECIAL CONDITIONS**  
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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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**GENERAL CONDITIONS**  
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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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**GENERAL CONDITIONS**  
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**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

  
\_\_\_\_\_  
Contractor

  
\_\_\_\_\_  
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

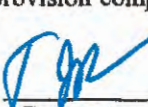
  
Contractor

  
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

  
\_\_\_\_\_  
Contractor

  
\_\_\_\_\_  
County Dept.

**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

  
Contractor

  
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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Contractor

  
\_\_\_\_\_  
County Dept.

**ORDINANCE NO. 2019-06**  
(Uncodified)

COST RECOVERY ORDINANCE FOR EMERGENCY AMBULANCE SERVICES

The Contra Costa County Board of Supervisors, as and constituting the Board of Directors of the Contra Costa County Fire Protection District, ordains as follows:

**SECTION I. Authority.** This ordinance is enacted pursuant to Health and Safety Code sections 13910 through 13919.

**SECTION II. Findings and Purpose.**

- A. Effective January 1, 2016, the Contra Costa County Fire Protection District (the "District") began providing Emergency Ambulance Services in Emergency Response Areas 1, 2 and 5 of Contra Costa County (the "Service Area") pursuant to the Emergency Ambulance Services contract (the "Ambulance Contract"), between Contra Costa County (the "County") and the District.
- B. Under the Ambulance Contract, the District is required to employ all resources necessary to continuously provide Emergency Ambulance Services to persons in the Service Area 24 hours a day, every day, when requested by an emergency medical dispatch center.
- C. The District does not possess the infrastructure or personnel necessary to directly perform the Emergency Ambulance Services required under the Ambulance Contract. American Medical Response West (the "Ambulance Services Subcontractor") provides Emergency Ambulance Services in the Service Area on the District's behalf under a subcontract with the District (the "Ambulance Subcontract").
- D. The District responds to a high volume of calls for Emergency Ambulance Services through its Ambulance Services Subcontractor, which deploys personnel to incidents and provides Emergency Ambulance Services treatment and transport to persons at those incidents.
- E. The Ambulance Contract sets the rates the District is authorized to charge for providing Emergency Ambulance Services. The District currently charges Emergency Ambulance Services patients the following amounts: (1) an Emergency Ambulance Response base rate of \$2,245.40; (2) a mileage rate (for each mile traveled with a loaded patient) of \$53.56 per mile; (3) an oxygen administration charge of \$187.46; and (4) a treat and refused transport charge (in some cases) of \$481.00.
- F. The Ambulance Contract, requires the County, when requested by the District, to increase the Original Rates by the greater of 3%, or the increase in the Consumer Price Index, All Urban Consumers for Medical Care (U.S. city average) (1982-84=100) ("CPI") for the preceding calendar year . The CPI increase for calendar year 2018 was 2.0%.

- G. The Ambulance Subcontract requires the hourly rates paid by the District to the Ambulance Services Subcontractor to increase annually by the percentage equal to the product of the District's collection realization percentage for the year preceding the calendar year that just ended, multiplied by the greater of 3% or the CPI increase for the preceding calendar year.
- H. The District has reasonably calculated its costs of providing Emergency Ambulance Services to persons at an incident. These costs include the District's costs of its Ambulance Services Subcontractor, the costs of its billing and collections subcontractor, and the cost of District staff to provide Emergency Ambulance Services on a per-patient basis. The Emergency Ambulance Services fees established by this ordinance are calculated based on the District's actual costs of providing Emergency Ambulance Services on a per-patient basis, and are equivalent to a 3.0% increase in the rates established by District Ordinance No. 2018-10.

**SECTION III. Definitions.** For purposes of this ordinance, the following terms have the following meanings:

- (a) "ALS" means advanced life support emergency medical services designed to provide definitive prehospital emergency medical care that are administered by authorized personnel (i) under the direct supervision of a facility designated by Contra Costa County Emergency Medical Services Agency ("CCCEMSA") pursuant to Health and Safety Code section 1798.100, or (ii) by utilizing approved prehospital treatment protocols or standing orders as part of the County EMS system, and which are administered 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. ALS may include, without limitation, 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.
- (b) "BLS" means basic life support emergency medical services including, but not limited to, 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.
- (c) "Emergency Ambulance Services" means emergency ambulance services involving the administration of ALS, BLS, or critical care transport, provided in response to 911 calls and/or requests for emergency medical services through a public safety agency where 911 calls are first received for a particular jurisdiction, or prehospital emergency calls received directly by the District.

**SECTION IV. Emergency Ambulance Services Fees.**

- (a) The Emergency Ambulance Services fees to recover the District's actual costs of providing Emergency Ambulance Services to each patient are established in the amount specified in Exhibit A attached hereto and incorporated herein.
- (b) The Emergency Ambulance Services fees shall be charged to each person who receives District Emergency Ambulance Services during a single incident.
- (c) The District Board of Directors (the "Board") may adjust the amount of the Emergency Ambulance Services fees established by this ordinance pursuant to Health and Safety Code section 13916.

**SECTION V. Fee Collection.**

- (a) If the District provides Emergency Ambulance Services to a person through its Ambulance Services Subcontractor, the Fire Chief, or designee, including the District's Emergency Ambulance Services billing subcontractor, will send an invoice seeking payment of the Emergency Ambulance Services fees to the person, and to the insurance company that provides medical insurance coverage for the person (the "Insurer") if the person or his or her representative has identified to the District or to its Ambulance Services Subcontractor the Insurer to which the invoice should be sent.
- (b) The Fire Chief, or designee, has approved and adopted policies and procedures for invoicing, billing, and receiving payments for each Emergency Ambulance Services fee charged under this ordinance. The policies and procedures include a process to discharge from accountability accounts that are not collectible.

**SECTION VI. No Effect on Emergency Ambulance Services.** This ordinance neither expands nor limits Emergency Ambulance Services. Nothing in this ordinance relieves the District from providing Emergency Ambulance Services. Emergency Ambulance Services will continue to be provided without regard to whether a person is insured by an Insurer, and without regard to whether a person has the ability to pay the Emergency Ambulance Services fees.

**SECTION VII. No Waiver of Other Means of Cost Recovery.** This ordinance does not preclude the District from recovering its Emergency Ambulance Services costs in any other manner authorized by law.

**SECTION VIII. Severability.** If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions, and the Board declares that it would have adopted each remaining part of this ordinance irrespective of any such invalidity.

**SECTION IX. Effective Date.** This ordinance becomes effective 30 days after its passage. Within 15 days after its passage, this ordinance shall be published once with the names of the directors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA,  
Clerk of the Board of Supervisors  
and County Administrator

\_\_\_\_\_  
Board Chair

By: \_\_\_\_\_  
Deputy

[SEAL]

ESG:  
Cccfpd Ambulance Services Fee Ord 2019-06

Exhibit A

**Emergency Ambulance Services Fee Calculation**

For each Emergency Ambulance Service call, District shall charge the patient the Emergency Ambulance Response Base Rate, plus mileage costs at the Mileage Rate. If oxygen is administered to a patient, District shall charge the patient the Oxygen Administration Charge, whether transported or not. If a patient is treated and refuses transport, District shall charge the Treat and Refused Transport rate.

1. Emergency Ambulance Response Base Rate .....\$2,312.76
2. Mileage Rate (for each mile traveled with a loaded patient)..... \$55.17
3. Oxygen Administration Charge.....\$193.08
4. Treat and Refused Transport .....\$495.43



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Air Ambulance Agreement with REACH Air Medical Services, LLC

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**RECOMMENDATION(S):**

1. ACCEPT a report from the Fire Chief regarding a new proposed program between the Contra Costa County Fire Protection District and REACH Air Medical Services, LLC to provide fire and air ambulance services within Contra Costa County.
2. APPROVE and AUTHORIZE the Fire Chief, or his designee, to execute an Air Ambulance Agreement with REACH Air Medical Services, LLC, for a five-year term, to provide fire and air ambulance services within Contra Costa County.

**FISCAL IMPACT:**

Pursuant to terms of the Air Ambulance Agreement (Agreement) and except as otherwise stated in the Agreement, costs for the program will be borne by REACH. REACH shall seek payment for all services relating to the program by directly billing and collecting from air transport patients and other persons for whose benefit such services are provided. The Contra Costa County Fire Protection District (District) has no responsibility to REACH or otherwise for the non-payment of bills by individuals or other responsible parties for the patient care and transportation services rendered by REACH.

- 
- APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Jeff Carman, Fire Chief  
925-941-3300

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## BACKGROUND:

The Contra Costa County Fire Protection District (District) currently participates in a cooperative program with the Contra Costa County Office of the Sheriff to provide an aerial reconnaissance platform and rescue from remote areas. Unfortunately, this program does not provide for the transport of patients to a hospital. The program also has a limited number of days and hours during which it is available.

In a new proposed program between the District and REACH Air Medical Services (REACH), REACH would provide flight services, including emergency and inter-facility air medical transportation, 24 hours per day. This is an opportunity to improve service delivery, patient access, and customer service through this collaborative provision of services.

REACH is classified by the Contra Costa County Emergency Medical Services Agency as an air ambulance and rescue aircraft and is accredited and compliant with the Federal Aviation Administration and California Emergency Medical Services Authority laws and regulations for the provision of air medical transportation services.

Pursuant to terms of the Agreement, REACH will provide flight services that are available to the District 24 hours per day and 365 days per year, except for maintenance and repair activities. The District will provide REACH with three captain/paramedics - one per shift - to help staff the helicopter. The captain/paramedics will be full-time employees of the District and will operate out of Buchanan Field. As part of the proposed agreement, the District will be able to utilize the REACH helicopter as an aerial reconnaissance platform for major incidents, aerial firefighting, and for rescues from remote areas. REACH will reimburse the District (wages and benefits) for the cost of three captain/paramedic positions, currently estimated at \$76,988 per month.

REACH will provide the hangar space for its aircraft storage and maintenance events. REACH is responsible for all fuel, maintenance, and associated costs of operating the aircraft.

The term of the Agreement is effective for a period of five (5) years, commencing on effective date, and terminating on the fifth anniversary of the effective date. The District may extend the initial term for two (2) successive three (3) year periods. The Agreement may be terminated by either party at will and without cause with ninety (90) days prior written notice to the other party.

## CONSEQUENCE OF NEGATIVE ACTION:

The existing program will continue with limited scope and availability.

## ATTACHMENTS

REACH Project PPT





CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT  
FIRE • RESCUE • EMS

# CONFIRE / REACH

AIR AMBULANCE SERVICE AGREEMENT  
PUBLIC-PRIVATE COOPERATIVE PROJECT





# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## THE BACKSTORY

- ConFire's partnership with the Sheriff's helicopter program has proven to be extremely valuable to ConFire and all County fire agencies.
  - Aerial command and reconnaissance
  - Aerial firefighting
  - Rescue from remote areas
  - Expedited delivery of advanced life support
- More opportunities would exist with extended flight times.
- REACH is interested in expanding their scope of work outside of simple air transport.



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## THE INITIAL DISCUSSION

- REACH would reimburse ConFire for the cost of a captain/paramedic to staff an air ambulance at Buchanan Field.
  - Flight crew will consist of a pilot, a captain/paramedic, and a registered nurse.

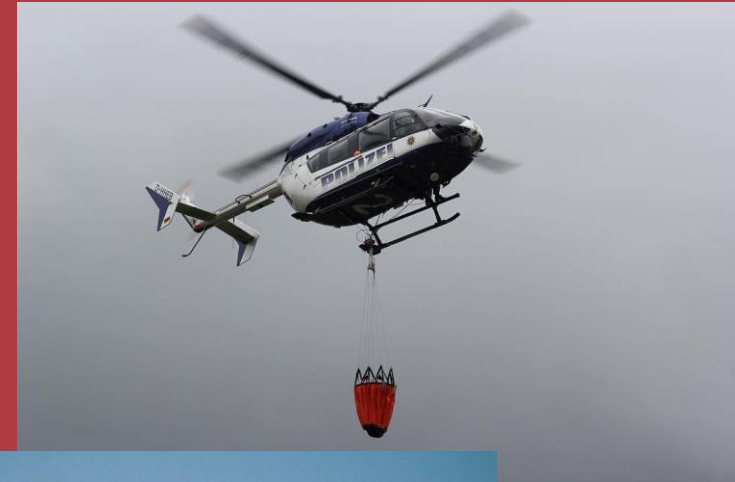




# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## EXPANDED MISSION

- REACH will reimburse ConFire for the cost of providing a captain/paramedic.
- REACH has purchased three (3) larger helicopters capable of patient transport AND rescue/fire missions.





# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## KEY POINTS

- No cost to ConFire
- Longer flight hours (24/7)
- Countywide asset
- Enhanced capability
  - Increased capacity
  - Winch equipped





# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## Questions?

Jeff Carman, Fire Chief  
(925) 941-3300  
[jcarm@cccfpd.org](mailto:jcarm@cccfpd.org)



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Construction Contract for the New Fire Station 70 at 1800 23rd Street, San Pablo

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**RECOMMENDATION(S):**

1. DETERMINE that the Fire Station 70 project is feasible pursuant to the Memorandum of Understanding between the City of San Pablo and the District (the "MOU") based upon the lowest construction bid of \$9,778,000, and the City of San Pablo contributing 40% of the project cost, not to exceed \$4.5 million.
2. APPROVE and AUTHORIZE the Fire Chief, or designee, to execute the Memorandum of Agreement, and the Right of First Offer according to the terms of the MOU, and ACCEPT the Grant Deed from the City for the property located at 1800 23rd Street and identified as Assessor's Parcel Number 411-100-029.
3. APPROVE plans, specifications, and design for the Contra Costa County Fire Protection District Fire Station 70 (San Pablo) Project (WH704B).
4. DETERMINE that the bid submitted by Alten Construction, Inc. (Alten) complies with the requirements of the Project specifications, and the District Board WAIVES any irregularities in Alten Construction, Inc.'s compliance with the requirements of the County's Outreach Program; and FURTHER DETERMINE that Alten has submitted the lowest responsive and responsible bid for the project.
5. AWARD the construction contract for

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Aaron McAlister, Assistant Fire Chief 925-941-3300 x1103

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

the above project to Alten Construction, Inc. (Contractor), in the listed amount (\$9,778,000), and the unit prices submitted in the bid, and DIRECT the Fire Chief, or designee, to prepare the contract.

6. DIRECT that Alten Construction, Inc. shall submit two good and sufficient surety bonds (performance and payment bonds) in the amount of \$9,778,000 each.

7. ORDER that, after the Contractor has signed the contract and returned it, together with the bonds, certificate of insurance, and other required documents, and the Fire Chief has reviewed and found them to be sufficient, the Fire Chief, or designee, is authorized to sign the contract for this Board.

8. ORDER that, in accordance with the project specifications and upon signature of the contract by the Fire Chief, or designee, any bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for bid security shall be returned.

9. ORDER that the Fire Chief, or designee, sign any escrow agreements prepared for this Project to permit the direct payment of retention into escrow or the substitution of securities for moneys withheld by the District to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

10. AUTHORIZE the Fire Chief, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

11. DELEGATE, pursuant to Public Contract Code Section 4114, to the Fire Chief, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.

12. DELEGATE, pursuant to Labor Code Section 6705, to the Fire Chief or to any registered civil or structural engineer employed by the District, the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.

13. DECLARE that, should the award of the contract to Alten be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject all of the other bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

The total project budget including architectural services, construction management services, capital projects fees, construction and contingency is \$13 million. The Contra Costa County Fire Protection District and the City of San Pablo will enter into a Memorandum of Understanding wherein the City of San Pablo contributes \$4.5 million in funding for the construction of Fire Station 70 and the District contributes \$8.5 million in funding. Development impact fees have been exhausted in the District's capital outlay fund; therefore, this construction project will initially be funded through use of unrestricted general fund reserves. The District will return to the Board with a general fund budget adjustment prior to the end of the current fiscal year.

As part of the District's 2019-20 Recommended Budget submission, the District requested the establishment of a capital construction fund for current and future major construction projects, to include Fire Station 70. Included in that request is the earmarking of unrestricted reserves for this project. The



District has a 10% General Fund Reserve Policy. Currently, reserves far exceed 10% of budgeted expenditures. At this time reserves can be used to fund this project without having to consider financing. Delays in the project could result in increased construction costs.

**BACKGROUND:**

In late 2015, the Contra Costa County Fire Protection District (District) initiated the process for the design of a replacement facility for Fire Station 70 in San Pablo, currently located at 13928 San Pablo Avenue. The current station is comprised of modular buildings installed in 1992 subsequent to the permanent station facility being abandoned due to damage sustained from the Loma Prieta earthquake. The current station was designed for a crew of three personnel and is now housing a crew of five personnel with the addition of Squad 70. In early discussions with the City of San Pablo, an alternate site at 1800 23rd Street was made available to relocate the station. On November 8, 2016, the District contracted with LCA Architects to develop plans and specifications for a fire station at this new location. On September 12, 2017, the Board found the project to be exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15332 as infill development. Per Section 4. A. and B. of the Memorandum of Understanding, the City and District agreed to take specified actions for the purpose of determining the feasibility of the Project, and if the Project was found to be feasible, but before Project construction commenced, the City would convey to the District fee title to the new Station 70 Property. The new station will house two full three-person crews for potential expansion of services in the future and will comply with seismic standards as well as being able to meet ADA requirements. The station will provide fire protection for the community over the next fifty years and allow for the facility to provide personnel with the components, systems, and features found in modern fire stations. The new Fire Station 70 will be a two-story structure including, but not limited to, three (3) apparatus bays, kitchen, dorm rooms, offices, restrooms, training, exercise, decontamination, storage, day and dining rooms, along with all associated heating and cooling, electrical, civil site work, and landscaping. The new station will include a two-stop elevator, emergency generator, and fuel tank. The project will also include a photovoltaic roof system and designed to meet LEED Silver equivalency per the County's standard for public buildings. On November 13, 2018, this Board approved the design and bid documents for the construction of the Project and the bid Notice to Contractors was duly published in accordance with Public Contract Code Section 22037 and emailed, faxed or sent by U.S mail to construction trade journals as specified in Public Contract Code Section 22036. Bids were received and opened by the Public Works Department on January 17, 2019, and the bid results are as follows:

BIDDER: Alten Construction, Inc., Richmond CA. BASE BID: \$9,778,000.

BIDDER: D.L. Falk Construction, Inc., Hayward BASE BID: \$10,044,000.

BIDDER: W.A. Thomas Co., Inc., Martinez BASE BID: \$10,420,000.

The average prevailing wage rates are on file with the Clerk of the Board of Directors and will be the minimum rates paid on this project. Construction is estimated to begin in April 2019 and will take approximately seventeen months to complete. The City will fund \$4,500,000 of the station construction. The District will fund the balance of the project with unrestricted general fund reserves.

Public Works Department staff has determined that Alten Construction Inc.'s bid is responsive and that the bidder has documented an adequate good faith effort to comply with the requirements of the County's Outreach Program, as provided in the project specifications. Staff recommends that the bid be awarded to Alten Construction Inc. in the amount of \$9,778,000.

Pursuant to the County's Project Labor Agreement (PLA) policy, a PLA is required on this Project. Alten Construction has signed a PLA. The general prevailing rates of wages, which shall be the minimum rates paid on this project, are on file with the Clerk of the Board and copies are available to any parties upon request.

CONSEQUENCE OF NEGATIVE ACTION:

If the Project is not approved, a new fire station will not be constructed impacting future emergency response in the area. Alternatively, if the District is directed to proceed under a different course of action, delays would be added to the construction timeline increasing cost due to escalation.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Contract Amendment with American Medical Response West (AMR)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with American Medical Response West (AMR), effective April 1, 2019, to revise the payment provisions and update Exhibit D (Ambulance Unit Hour Rates) in the Service Plan with no change to original term or payment limit, for emergency ambulance services.

**FISCAL IMPACT:**

The contractual unit hour rate increase is theoretically cost neutral. The District's ambulance service rates will increase by 3.0%, but only a fraction of amounts billed are actually collected by the District. That fraction (the collection realization rate) is multiplied by the 3.0% CPI increase to determine AMR's ambulance unit hour rate increase. AMR then collects 100% of ambulance unit hours invoiced to the District.

Factors that impact future transport collections include transport volume, services provide (e.g., mileage and oxygen), payer mix, payment caps, and potential changes to the Affordable Care Act and other relevant legislation.

The increase is 100% funded out of the CCCFPD EMS Transport Fund.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Terence Carey, Assistant Chief -  
EMS (925) 941-3300

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## BACKGROUND:

Effective January 1, 2016, the Contra Costa County Fire Protection District (District) became the exclusive operator of emergency ambulance service within Exclusive Operating Areas 1, 2, and 5 in Contra Costa County. The District contracts with American Medical Response West (AMR) for actual ambulance unit hours. The ambulance unit hour rates are specified in Exhibit D to the Service Plan of the Contract between the District and AMR.

The modifications to the AMR contract are as follows:

Exhibit D (Ambulance Unit Hour Rates) is replaced with a new Exhibit D reflecting new Ambulance Unit Hour Rates effective April 1, 2019. This is a contractual unit hour rate increase pursuant to Service Plan Section P.2. (Ambulance Unit Hourly Rate Adjustments).

The Contract between the District and the Contra Costa County Emergency Medical Services Agency (CCCEMSA) allows the District to request an ambulance service rate increase after the first twelve (12) month of service. The District's increase is based on changes in the Consumer Price Index, All Urban Consumers for Medical Care (U.S. city average) (1982-4=100) ("CPI"). The District's annual rate increase is the greater of three percent (3%) or the increase in the CPI for the subject calendar year.

The CPI for calendar year 2018 was 2.0%; therefore, the District has requested a 3.0% increase in its Ambulance Services Rate Schedule to be effective April 12, 2019.

To determine AMR's contractual unit hour rate increase, 0.030 (or 3.0%) is multiplied by the collection realization percentage for calendar year 2017. The District's 2017 collection realization percentage is 0.2326 (or 23.26%). This results in a unit hour rate increase for AMR of 0.006978 (or .6978%).

## CONSEQUENCE OF NEGATIVE ACTION:

AMR is contractually entitled to a CPI-related unit hour rate increase on April 1, 2019.

## ATTACHMENTS

Unit Hour Rate Worksheet

Exhibit D Ambulance Unit Hours Rates

### Rate Increase Worksheet

Ambulance Unit Hours per Week	AMR Unit Hour Rates Eff 4-1-18	CPI Factor	Contractual Unit Hour Rates Eff 4-1-19
4,501 - 4,668	147.70	1.006978	148.73
4,669 - 4,836	144.22	1.006978	145.23
4,837 - 5,004	140.96	1.006978	141.94
5,005 - 5,172	137.94	1.006978	138.90
5,173 - 5,340	135.11	1.006978	136.05
5,341 - 5,508	134.06	1.006978	135.00
5,509 - 5,676	133.07	1.006978	134.00
5,677 - 5,844	132.14	1.006978	133.06
5,845 and over	131.26	1.006978	132.18

Note:

$$\text{CPI Factor} = 1 + (0.03 \times .2326) = 1.006978$$

**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	\$ 148.73
4,669 - 4,836	\$ 145.23
4,837 - 5,004	\$ 141.94
5,005 - 5,172	\$ 138.90
5,173 - 5,340	\$ 136.05
5,341 - 5,508	\$ 135.00
5,509 - 5,676	\$ 134.00
5,677 - 5,844	\$ 133.06
5,845 and over	\$ 132.18

Initials: \_\_\_\_\_  
Contractor                      District



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Fire Chief's Report - March 12, 2019

---

**RECOMMENDATION(S):**

ACCEPT a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

At the request of the Contra Costa County Fire Board of Directors, the Fire Chief is providing a report on the status and progress of the various District initiatives.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Jeff Carman, Fire Chief  
(925) 941-3300

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Fire Chief's March  
Report





## CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

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March 12, 2019

TO: Board of Directors

FROM: Jeff Carman, Fire Chief

RE: Fire Chief's Report

---

- Fire Station 16 (Lafayette): Interior finishes will begin pending final framing inspection. All windows have been installed. The exterior finishes are also underway with stucco and stone veneer. The emergency generator has been delivered and placed on the pad. As soon as weather permits, the concrete and asphalt will be laid in the driveway. We are on track for an April completion. Final utility tie ins (water, sewer, gas and electric) are either complete or scheduled. We will plan a ribbon cutting ceremony as the final completion date becomes clear.
- Fire Station 70 (San Pablo): The San Pablo City Council will consider an item to approve the feasibility and commitment of \$4.5 million to the project on March 5. The March 12 Fire Board agenda includes an item to award the construction bid. The District will potentially issue a notice to proceed with construction in April. Pending completion of construction contracts, we will have a kick off meeting with the project team. There will be a highly visible groundbreaking ceremony in the coming months.
- Fire Station 9 (Pacheco): We continue to meet with airport staff on the potential site layout. We are early in the CEQA process, and our goal is to have CEQA completed and architectural drawings approved by the end of 2019. We are working with Capital Projects to pre-qualify bidders in spring of 2019.
- Fire Station 86 (Bay Point): The site layout is complete and the CEQA process is in progress. The District has been meeting with neighboring property owners and sharing the site plans. We will be presenting to the Bay Point Municipal Advisory Council in May 2019. Our goal is to have CEQA complete and architectural drawings approved by the end of 2019. We are working with Capital Projects to prequalify bidders in spring of 2019
- Academy 52 graduated on February 14 which added 24 new firefighters to the District. These recruits will fill existing vacancies and allow us to place Engine 16 into service in Lafayette. Academy 53 began on February 19 with 20 recruits and will graduate in late spring/early summer 2019. The District saw the need to hold back-to-back academies this year in order to keep vacancies to a minimum as we head into another wildland fire season. The District is striving for a minimal number of

vacancies as we enter the 2019 wildland fire season. We are also planning for Academy 54 which will begin on or about October 1, 2019.

- As we presented at our last Board meeting, the District met last week with a team from East Contra Costa Fire to discuss ways to reduce their dependency on ConFire and try to reduce the disparity between the aid we provide and the aid we receive. There were a number of recommendations discussed, and each team is studying the proposals to determine their value and any potential consequences. A more comprehensive report on these changes will be presented to our Board at the next meeting.
- The Fire District has been working for several years to try and reinvigorate our Reserve Program. Many years ago, our reserve program was strong, and many of our reserves graduated from the program to become firefighters with ConFire. A number of those firefighters promoted through the ranks and have retired. We hope to re-strengthen the program to provide career development opportunities for those who want to become firefighters and provide an added level of service to the Briones community.
- Congratulations to Captain and Local 1230 President Vince Wells for being sworn in as the 4<sup>th</sup> District Vice President of the California Professional Firefighters (CPF). This accomplishment follows his award as Labor Representative of the Year in 2018. Captain Wells also has the distinction of being the first African-American person to be elected to the CPF executive board.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Fire Chief's Look Back on Five Years of District Accomplishments

---

**RECOMMENDATION(S):**

ACCEPT a report from the Fire Chief providing a summary of Contra Costa County Fire Protection District accomplishments over the last five years.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

On the occasion of his retirement, after five-and-a-half years of service as Fire Chief of Contra Costa County Fire Protection District, Chief Carman will review the District's accomplishments over the course of the last five years.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Jeff Carman, Fire Chief  
925-941-3300

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Look Back Over Five  
Years



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT  
FIRE • RESCUE • EMS

# LOOK BACK ON FIVE YEARS OF DISTRICT ACCOMPLISHMENTS

FIRE CHIEF JEFF CARMAN



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## 2013 -- A DISTRICT CHALLENGED BY FIVE YEARS OF RECESSION

**Contra Costa Fire Officials Prepare For  
Station Closures**



**CONFIRE to Host Community  
Meetings for Station Shut-Downs**



**CONFIRE Issues Service Reduction  
and Fire Station Closure Plan**



**CONFIRE Set to Discuss Station 87  
Closure with Public**

**Cash-Strapped CoCo County Fire  
Departments Weigh Ballot  
Options, Station Closures**

**CONFIRE Issues Service Reduction and  
Fire Station Closure Plan**



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## BUILDING ESPRIT DE CORPS





# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## FISCALLY-RESPONSIBLE RECOVERY



Dan Dinneen Photography



Dan Dinneen Photography





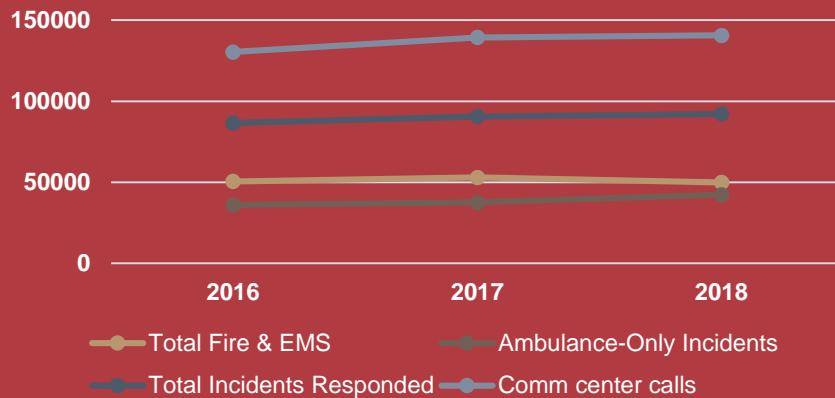




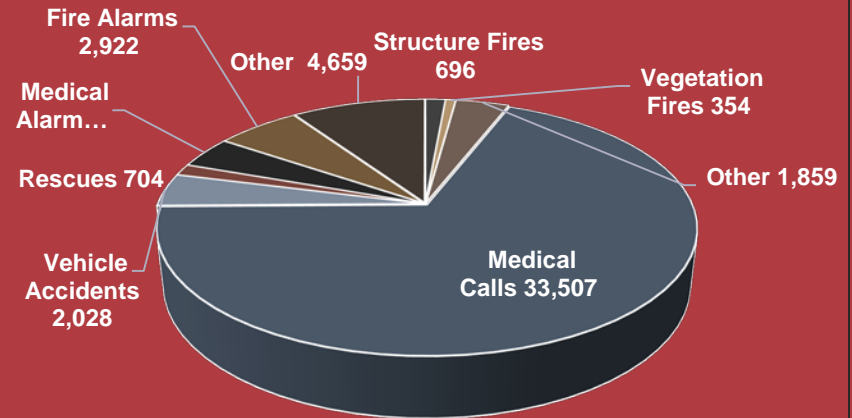
# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## MEETING CURRENT DEMANDS, PLANNING FOR GROWTH

### Growing Demand for Fire, EMS and Ambulance Services



### 2018 Fire and EMS Incidents by Type



### 2018 Alliance Stats

Total EMS Incidents (Fire & Ambulance)	76,387
Total Ambulance-Only Incidents	42,296
Total Ambulances Dispatched	94,836
Total Ambulance Transports	74,704



# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## CREATING A SUSTAINABLE DISTRICT





# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

## MAJOR INCIDENTS





CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT  
FIRE • RESCUE • EMS

# LOOK BACK ON FIVE YEARS OF DISTRICT ACCOMPLISHMENT

FIRE CHIEF JEFF CARMAN



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: David Twa, County Administrator  
Date: March 12, 2019

Subject: Contra Costa County Fire Management Resolution No. 2019/63, which Supersedes Resolution No. 2017/392

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2019/63, which supersedes Resolution No. 2017/392, regarding compensation and benefits for unrepresented fire safety management classifications in the Contra Costa County Fire Protection District.

**FISCAL IMPACT:**

The fiscal impact is dependent upon the specific educational background of the Fire Chief. The maximum pre-pension cost of the benefits is under \$1,500 per month. This will not be an increased cost, as most employees (including the newly appointed Fire Chief) will have received these benefits prior to promoting into the Fire Chief position.

**BACKGROUND:**

Effective April 1, 2019, the Management Resolution for the Contra Costa County Fire Protection District has been modified in the following ways:

**1. Modify Section 20. Fire Management Educational Allowance Program.** Modified the section to add the classification of Fire Chief-Contra Costa (RPA1) to those eligible for the differentials, modified the language pertaining to eligibility for allowances for the Fire Chief will be approved by the

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Lisa Driscoll, County Finance Director, (925) 335-1023

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director, Robert Campbell, Auditor-Controller

BACKGROUND: (CONT'D)

>

County Administrator's Office. The affect will be that the Fire Chief may be eligible for educational differentials listed in Section 20, if approved by the County Administrator's Office.

**2. Eliminate Section 28. Modified Personal Holiday Credit Maximum.** Previous to this change the Fire Chief was allowed a maximum accrual of twenty-four hours (24 hours). This change makes the Fire Chief eligible for the same accruals as all other management employees (40 hours).

CONSEQUENCE OF NEGATIVE ACTION:

Benefits for the District Fire Chief will be significantly different than for other unrepresented management employees', potentially making it more difficult to attract and retain candidates for promotion.

ATTACHMENTS

Resolution 2019/63

Body of Resolution 2019-63

# THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 03/12/2019 by the following vote:

AYE:   
NO:   
ABSENT:   
ABSTAIN:   
RECUSE:



## Resolution No. 2019/63

**In the Matter Of:** Compensation and Benefits for Contra Costa County Fire Protection District Unrepresented Fire Safety Management Employees

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the Contra Costa County Fire Protection District **RESOLVES THAT:**

Effective April 1, 2019 and continuing, and until further Order of the Board, the Board adopts the attached program of compensation and benefits for Contra Costa County Fire Protection District Unrepresented Safety Management employees in the classifications listed below. Except for Section 3 of Resolution No. 2002/615, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees in classifications listed below, including but not limited to Resolution No. 2017/392.

- Assistant Fire Chief-Exempt (RPB1)
- Assistant Fire Chief-Group 1 (RPBA)
- Deputy Fire Chief-Exempt (RPB2)
- Fire Marshal (RJGA)
- Fire Chief-Contra Costa (RPA1)
- Supervising Fire Inspector (RJHC)

Unless expressly provided otherwise, this Resolution is subject to the provisions of appropriate Administrative and Personnel Bulletins, the 1937 County Employees Retirement Act, the County Salary Regulations, and the County Personnel Management Regulations.

Unrepresented safety management employees include employees in classified, exempt, and project classifications. This Resolution is organized in two parts to distinguish those general Fire District benefits provided to unrepresented safety management employees (Part I) and those benefits provided exclusively to the Fire Chief (Part II). Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees who work full time or part time, no less than twenty (20) hours per week.

The full text of this Resolution is attached.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Lisa Driscoll, County Finance Director, (925) 335-1023

ATTESTED: March 12, 2019

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director, Robert Campbell, Auditor-Controller



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- 26. No Fire Services Emergency Recall and Standby Differential
- 27. No Vacation Buy Back

**I. BENEFITS FOR UNREPRESENTED SAFETY MANAGEMENT EMPLOYEES IN THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

**1. Leaves With and Without Pay**

1.10 Holidays: The District will observe the following holidays during the term covered by this Resolution:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Such other days as the Board of Supervisors may designate by Resolution as holidays.

Any holiday observed by the District that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

1.11 Definitions:

Regular Work Schedule: The regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

Flexible Work Schedule: A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in a "workweek" as defined below.

Workweek for Employees on Regular and Flexible Work Schedules: For employees on regular and flexible work schedules, the workweek begins at 12:01a.m. on Monday and ends at twelve midnight on Sunday.

1.12 Holidays Observed: Employees on regular and flexible work schedules are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the District.

1.13 Holidays – Flexible Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a flexible work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off within the same work week in recognition of their regularly

scheduled day off. The requested day off must be within the same work week as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick-leave accruals. If the approved day off is a ten (10) hour workday, the employee must use two (2) hours of non-sick-leave accruals. If the employee does not have any non-sick-leave accrual balances, leave without pay (AWOP) will be authorized.

- 1.14 Holidays – Part-Time Employees: Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part-time employee's schedule bears to forty (40) hours.
- 1.15 No Overtime Pay, Holiday Pay, or Comp Time: Employees are not entitled to receive overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List (see Section 9.10).
- 1.16 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part-time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from District service, employees are paid for any unused personal holiday credits at the employee's then current rate of pay, up to a maximum of forty (40) hours.
- 1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

Each employee is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

- 1.18 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and District Personnel Bulletin No. 21 (Sick Leave Policy) adopted on August 10, 1995, as periodically amended.
- 1.19 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.
- 1.20 Family Care Leave: The provisions of Section 1006.3 of the Contra Costa County Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Resolution.
- 1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Contra Costa County Personnel Management Regulations, as amended, relating to use of accruals while on leave without pay, apply to all employees covered by this Resolution.

## **2. Health, Dental and Related Benefits**

### **2.A. Health Plans**

- 2.10 Health Plan Coverages: Group health benefits through the California Public Employees' Retirement System (CalPERS) are provided for all permanent full-time employees.

The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA and the administration of PEMHCA by CalPERS, controls on all health plan issues, including but not limited to eligibility, benefit levels, benefit plans, minimum premium subsidies, and costs.

- 2.11 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, employees and COBRA counterparts may elect to

enroll in CCHP under the CalPERS plan rules and regulations.

2.12 Health Plan Monthly Premium Subsidy: The District's subsidies to the CalPERS monthly health plan premiums are as provided below. The employee must pay any Health Plan premium costs that are greater than the District's subsidies identified below.

a. Health Plan Premium Subsidy:

1. District Premium Subsidy through November 30, 2015. Beginning on January 1, 2010, and through November 30, 2015, the amount of the District premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the plan. The District will pay the CalPERS statutory minimum employer monthly health plan premium subsidy or the following monthly health plan premium subsidy, whichever is greater:

Employee/Retiree/Survivor Only	\$478.69
Employee/Retiree/Survivor & One Dependent	\$957.38
Employee/Retiree/Survivor & Two or more Dependents	\$1228.67

2. District Premium Subsidy through November 30, 2016. For the plan year that begins on January 1, 2016, the District will contribute up to an amount equivalent to eighty percent (80%) of the 2016 CalPERS Kaiser premium at each level (employee only, employee + 1, employee + 2 or more) towards the covered employee's CalPERS or CalPERS Alternative Plan (CCHP) premium.

3. District Premium Subsidy On and After December 1, 2016. For the plan year that begins on January 1, 2017, the District will pay a monthly premium subsidy for each health plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for that plan as of November 30, 2016. In addition, if there is an increase in the monthly premium charged by a health plan for 2017, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, and for each plan, the District and the employee will each pay fifty percent (50%) of the monthly premium increase above the 2016 plan premiums.

b. In the event that the District premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health or dental plan, for any plan year, the District's subsidy will not exceed one hundred percent (100%) of the applicable plan premium.

2.13 Retirement Coverage: Government Code section 22892 applies to all employees covered by this Resolution.

- 2.14 Premium Payments: Employee participation in any health plan is contingent upon the employee authorizing payroll deduction by the District of the employee's share of the premium cost. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee share of the premium, the employee must pay the difference to the Auditor-Controller. The responsibility for this payment rests solely with the employee.

**2.B. Dental and Life Insurance Plans**

- 2.15 Dental Program: Every permanent employee may participate in any available County Group Dental Plan. The District may change dental plan providers at any time during the term of this resolution.

- 2.16 Dental Plan Premium Subsidy: The dental plan premium subsidies set forth below are provided only for permanent full-time employees and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week. The employee will pay any dental plan costs that are greater than the District's premium subsidies set forth below.

a. Beginning on January 1, 2010, and for each calendar year thereafter, the amount of the District premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the dental plan. The District will pay the following monthly dental plan premium subsidies:

Delta Dental with CCHP A or B:

Single: \$41.17

Family: \$93.00

Delta Dental with any CalPERS health plan

Single: \$34.02

Family: \$76.77

Delta Dental without a health plan

Single: \$43.35

Family: \$97.81

DeltaCare (PMI) with CCHP A or B

Single: \$25.41

Family: \$54.91

DeltaCare (PMI) with any CalPERS health plan

Single: \$21.31



Family: \$46.05

DeltaCare (PMI) without a health plan

Single: \$27.31

Family: \$59.03

b. If the District contracts with another dental plan, the District will determine the monthly dollar premium subsidy that it will pay to that dental plan for employees and their eligible family members.

c. In the event that the District premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any dental plan, for any plan year, the District's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

## 2.17 Retirement Coverage:

### a. Upon Retirement:

1. Upon retirement and for the term of this resolution, employees and their eligible family members may remain in their District dental plan, but without District-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the District contracted dental plans, or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The District will pay the dental plan monthly premium subsidies set forth in Section 2.16, subsection a., for eligible retirees and their eligible family members.

2. For employees hired on or after January 1, 2009 and their eligible family members, no monthly premium subsidy will be paid by the District for any dental plan after they separate from District employment. Upon completion of fifteen (15) years of service as an employee of the District, an employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of any District dental plan, provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from District employment and (ii) he or she pays the full premium cost under the chosen dental plan without any District premium subsidy. For purposes of retiree dental eligibility, one year of service is defined as one thousand (1,000) hours worked within one District anniversary year.

3. For purposes of this section 2.17 only, "eligible family members" does not include Survivors of employees or retirees.

- 2.18 Life Insurance Benefit Under Health and Dental Plans: For employees who are enrolled in a District sponsored health or dental plan as either the primary insured or a dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the District.
- 2.19 Supplemental Life Insurance: In addition to the life insurance benefits provided by this resolution, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand dollars (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.
- 2.20 Premium Payments: Employee participation in any dental or life insurance plan is contingent upon the employee authorizing payroll deduction by the District of the employee's share of the premium cost. The District's subsidy to the dental and life insurance premium is payable monthly. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee share of the premium, the employee must pay the difference to the Auditor-Controller. The responsibility for this payment rests solely with the employee.
- 2.21 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a dental plan Subscriber:
1. Eligible Dependents:
    - a. Employee's legal spouse
    - b. Employee's qualified domestic partner
    - c. Employee's unmarried child who is:
      - (1) under age 19; or
      - (2) Age 19 or above, but under age 24; and who
        - i. Resides with the employee for more than 50% of the year, excluding time living at school; and,
        - ii. Receives at least 50% of support from employee; and
        - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
    - d. Employee's disabled child who is over age 19, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

## **2.C. General Provisions**

### **2.22 Extended Coverage:**

a. An employee on approved leave without pay for more than thirty (30) days may continue his/her health/dental/life insurance coverage provided that the employee pays his/her share of the monthly premium during said leave.

b. An employee who separates from District employment is covered by his/her District health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from District employment may continue Group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

2.23 Rate Information: The County-Benefits Service Unit will make dental plan rate information and, to the extent possible, CalPERS health plan rate information available to employees and departments, upon request. In addition, the County Benefits Service Unit will publish and distribute to employees and departments information about rate changes as they occur during the year.

### **2.24 Dual Coverage:**

a. Each employee and retiree may be covered only by a single District health (or dental) plan, including a CalPERS plan. For example, a District employee may be covered under a single District health and/or dental plan as either the primary insured or the dependent of another District employee or retiree, but not as both the primary insured and the dependent of another District employee or retiree.

b. All dependents may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are District employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.

c. For purposes of Section 2.24, only, "District" includes the County of Contra Costa, the Contra Costa County Fire Protection District, and all other special districts governed by the Board of Supervisors.

- 2.25 Catastrophic Leave Program: All employees are included in the District's Program and may designate a portion of their accrued vacation, administrative leave or personal holiday credit to be deducted from existing balances and credited to a specific eligible employee. To utilize this program, all recipient requests must be submitted to the Fire Chief for review and recommendation to the County Administrator. The County Administrator will make final decision as to approval or denial of the request to use accruals in the Catastrophic Leave Bank.
- 2.26 Health Care Spending Account: After six (6) months of permanent employment, employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their pay, before taxes, for health care expenses not reimbursed by any other health benefit plan. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.
- 2.27 PERS Long-Term Care: The District will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.
- 2.28 Dependent Care Assistance Program: The District will continue to offer the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.
- 2.29 Premium Conversion Plan: The District will continue to offer a Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.
- 2.30 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental and Related Benefits) is inconsistent with any provision of any other District or County enactment or policy, including Administrative Bulletins, County Salary Regulations, and County Personnel Management Regulations, or any other resolution or order of

the Board of Supervisors, acting in any of its various capacities including as the Governing Board of the Contra Costa County Fire Protection District, the provisions of this Section (Section 2. Health, Dental and Related Benefits) will prevail.

- 2.31 Voluntary Vision Plan: Beginning no earlier than the 2018 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The District will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary or permanent intermittent employees.

### **3. Transportation Expense**

- 3.10 Mileage Reimbursement: The District will pay a mileage allowance for the use of personal vehicles on District business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later.

- 3.11 Commuter Benefit Program: The District will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under section 132 (f) of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

### **4. Retirement Benefits**

- 4.10 Contribution. Employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contribution determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association, without the District paying any part of the employees' share. Employees are also responsible for payment of the employees' contribution for the retirement cost-of-living program as determined annually by the Board of Retirement, without the District paying any part of the employees' contribution.

- 4.11 Safety Employees Retirement- Tier A- Employees Who Became Safety Members of CCCERA Before January 1, 2013. The retirement formula of "3 percent at 50" applies to all employees who became Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012. The cost-of-living adjustment (COLA) to

the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. This retirement benefit will be known as Safety Tier A.

- a. Until December 1, 2017, each employee will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.
- b. For the period of December 1, 2017, through and including June 30, 2018, each employee in Tier A will pay six percent (6%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.
- c. For the period of July 1, 2018, through and including June 30, 2019, each employee will pay three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.
- d. Effective on July 1, 2019, each employee's payment of three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits will cease.
- e. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

4.12 Employees with More Than 30 Years of Continuous Service as Safety Members- Tier A. Beginning on January 1, 2008 and pursuant to Government Code section 31664.1, current and future employees in classifications that are governed by this Resolution and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.

4.13 Safety Employees Retirement- Safety PEPRA Tier- Employees Who Become Safety Members of CCCERA on or after January 1, 2013.

- a. For employees who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and PEPRA Safety Option Plan Two (2.7% @ 57) applies. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

b. For employees who, under PEPRA, become Safety New members of CCCERA on or after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

c. Sections 4.11 and 4.12, above, apply to employees who, under PEPRA, become reciprocal Safety Members of CCCERA in Tier A, as determined by CCCERA.

## **5. 414H2 Participation**

The District will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the Auditor-Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement System. This program of deferred retirement contribution is universal and non-voluntary.

## **6. Training**

6.10 Career Development Training Reimbursement: All full-time employees are eligible for career development training reimbursement not to exceed seven hundred fifty dollars (\$750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

6.11 Management Development Policy: Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Fire Chief, for the purpose of developing knowledge, skills, and abilities, in the areas of supervision, management, and County/District policies and procedures. Up to thirty (30) hours of such training time is recommended annually.

a. The District is encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.

b. Priority is given to professional training programs offered through the County Training Institute. Other related and appropriate training/education resources approved by the District are also allowable.

c. To encourage personal and professional growth, the District provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provision for eligibility and reimbursement identified in Administrative

Bulletin 112.9.

d. The Fire Chief is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

**7. Bilingual Pay Differential:**

A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Fire Chief and the Contra Costa County Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars (\$100.00) per month.

The designation of positions for which bilingual proficiency is required is the sole prerogative of the District/County, and such designations may be amended or deleted at any time.

**8. Higher Pay for Work in a Higher Classification:**

The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification, the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the 41st consecutive hour in the assignment.

**9. Other Terms and Conditions of Employment:**

9.10 Overtime Exempt Exclusion: Employees in unrepresented classifications are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Instead, these employees are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules. However, unrepresented employees may be made eligible for overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay only. These employees are NOT eligible for holiday pay, overtime compensatory time, or holiday compensatory time. Employees on the Overtime Exempt Exclusion List are also NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion List. The policies and procedures for the



Overtime Exempt Exclusion List are set forth in the County Administrator's memo of November 6, 2002.

- 9.11 Overtime: Employees on the Overtime Exempt Exclusion List will be compensated at one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work exceeding eight (8) hours in a day or forty (40) hours in a week.
- 9.12 Length of Service Credits: Length of service credit will date from the beginning of the last period of continuous County/District employment, including temporary, provisional and permanent status and absences on an approved leave of absence; except that when an employee separates from a permanent position in good standing and is subsequently re-employed in a permanent County/District position within two (2) years from date of separation, the period of separation will be bridged. Under these circumstances, the service credits will include all credits accumulated at time of separation but will not include the period of separation. The service credits of an employee are determined from employee status records maintained by the Human Resources Department.
- 9.13 Mirror Classifications: As determined by the Director of Human Resources, employees in unrepresented job classifications that mirror management, represented or unrepresented job classifications may receive the salary and fringe benefits that are received by employees in the comparable mirror classifications.
- 9.14 Deep Classes: No provision of this Resolution regarding terms and conditions of employment supersedes any provision in any Deep Class Resolution.
- 9.15 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

**10. Management Longevity Pay**

- 10.10 Ten Years of Service: Employees who have completed ten (10) years of service for the District are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- 10.11 Fifteen Years of Service: Employees who have completed fifteen (15) years of service for the District are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of

the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2008, this longevity differential will be paid prospectively only from January 1, 2008.

**11. Deferred Compensation**

A. Deferred Compensation Incentive. The District will contribute eighty-five dollars (\$85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this incentive, the employee must contribute to the deferred compensation plan as indicated below:

<u>Employees with Current Monthly Salary of:</u>	<u>Qualifying Base Contribution Amount</u>	Monthly Contribution
		<u>Required to Maintain Incentive Program Eligibility</u>
\$2,500 and below	\$250	\$50
\$2,501 - 3,334	\$500	\$50
\$3,335 - 4,167	\$750	\$50
\$4,168 - 5,000	\$1,000	\$50
\$5,001 - 5,834	\$1,500	\$100
\$5,835 - 6,667	\$2,000	\$100
\$6,668 and above	\$2,500	\$100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty five dollar (\$85) District supplement. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

B. Eligibility for Loan Program. All employees are eligible to apply for loans from the Contra Costa County Deferred Compensation Plan loan program established by the Board of Supervisors on June 26, 2012, by Resolution No. 2012/298.

**12. Annual Management Administrative Leave**

a. On January 1st of each year, full-time employees will be credited with ninety four (94) hours of paid Management Administrative Leave. This time is non-accruable and all balances will be zeroed out on December 31 of each year.

b. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.

c. Employees appointed (hired or promoted) to unrepresented management positions are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.

d. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by twenty-five percent (25%) each time the employee is on the List. The twenty-five percent (25%) reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave.

**13. Management Life Insurance**

Employees are covered at District expense by term life insurance in the amount of fifty seven thousand dollars (\$57,000) in addition to the insurance provided under Section 2.18.

**14. Vacation Buy Back**

**A. For Employees Hired Before October 1, 2011:**

Until close of business on September 30, 2011, employees hired before October 1, 2011, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

On and after October 1, 2011, employees hired before October 1, 2011, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once every thirteen (13) months and there must be at least 12 full months between each election; (2) payment is based on an hourly rate determined by dividing the

employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any one sale is one-third (1/3) of the annual accrual.

Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

**B. For Employees Hired On and After October 1, 2011:**

Employees hired on and after October 1, 2011, may not elect payment of their vacation accruals, unless the employee was eligible for a Vacation Buy Back benefit before being promoted into any classification covered by this Resolution.

**15. Professional Development Reimbursement**

With the exceptions of the Fire Chief, Assistant Chief(s), and Deputy Fire Chief, employees are eligible for reimbursement of up to six hundred twenty-five dollars (\$625) for calendar year 2008 and for each two (2) year period thereafter, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Fire Chief approval, provided each employee complies with the provisions of the County's Computer Use and Security Policy adopted by the Board of Supervisors and manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Individual professional development reimbursement requests must be approved by the Fire Chief. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

**16. Sick Leave Incentive Plan**

Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is

subject to the following conditions:

- a. The employee must have resigned in good standing.
- b. Payout is not available if the employee is eligible to retire.
- c. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment, excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.
- d. Payout is by the following schedule:

<u>Years of Payment Continuous Service</u>	<u>Payment of Unused Sick Leave Payable</u>
3 – 5 years	30%
5 – 7 years	40%
7 plus years	50%

- e. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.
- f. It is the intent of the Board of Supervisors that payments pursuant to this section preclude County retirement benefits resulting from employment by this County/District governed by the Board.

**17. Video Display Terminal (VDT) Users Eye Examination**

Employees are eligible to receive an annual eye examination on District time and at District expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by the Fire District.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription VDT eyeglasses be prescribed for the employee following the examination, the District agrees to provide, at no cost, basic VDT eyewear consisting of a fifty dollar (\$50) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employee's doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

**18. Long-Term Disability Insurance**

The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five (85%) of total monthly base earnings reduced by any deductible benefits.

**19. Uniform Allowance**

Effective October 1, 2015, the monthly uniform allowance for all employees in classes for which a uniform is required shall be fifty-four dollars and fifty cents (\$54.50) per month.

**20. Fire Management Educational Allowance Program**

Employees in the specified Fire District management classifications who possess the certificates or educational degrees set forth below and/or meet the continuing educational requirements set forth below, are eligible for professional development educational allowances under the conditions set forth below. This program is intended to encourage the professional development of eligible Fire District Management personnel.

Only the following classifications are eligible to participate in this educational allowance program:

- Fire Chief- Contra Costa (RPA1)
- Assistant Fire Chief-Exempt (RPB1)
- Deputy Fire Chief- Exempt (RPB2)
- Fire Marshal (RJGA)
- Supervising Fire Inspector (RJHC)

Only the following job-related certificates and degrees are eligible for this program:

- a. A Certificate of Achievement in Fire Technology, Business Administration, Management and Supervision, or a related field from an accredited college.
- b. An Associated of Arts or Science Degree from an accredited college with a major in Fire Technology, Business Administration, Management and Supervision, or a related field.
- c. A Chief Officer Certificate issued by the Office of the State Fire Marshal.
- d. A Baccalaureate Degree from an accredited college or university with a major in Business, Public Administration, or a related field.

All allowances will be designated as either temporary or permanent and will be awarded in increments of two and one-half percent (2.5%) times the employee's base rate of pay. The combined temporary and permanent educational allowances awarded to any employee may not exceed seven and one-half percent (7.5%) times the employee's base rate of pay.

The following conditions must be satisfied in order to earn the designated allowance:

### **Temporary Allowance**

A temporary allowance of two and one-half percent (2.5%) times the employee's base rate of pay may be awarded for annually completing at least forty (40) hours of pre-approved education or training or at least three (3) pre-approved college semester units (or equivalent quarter units), or a pre-approved combination thereof, in pursuit of any one of the certificates or degrees set forth in options (a) through (d) above or as pre-approved by the Fire Chief.

A temporary allowance is effective for a period of only twelve (12) months, commencing on the first day of the month after proof of completion of course work is received and approved by the Fire Chief or designee. Temporary allowances automatically terminate at the end of month twelve (12).

A temporary allowance of two and one-half percent (2.5%) times the employee's base rate of payment may be awarded to the Fire Chief for annually completing the above conditions, except that verification of eligibility must be approved by the County Administrator or designee.

### **Permanent Allowances**

A permanent allowance of two and one-half percent (2.5%) times the employee's base rate of pay may be awarded for possession of one (1) of the certificates or degrees set forth in options (a) through (d) above. Only one (1) two and one-half percent (2.5%) permanent allowance is available within this category.

In the alternative, a permanent allowance of five percent (5%) may be awarded for possession of those certificates or degrees in the following combinations only: (1) options (b) and (c) or (2) options (a) and (d). An employee receiving the five percent (5%) permanent allowance may not also receive the two and one-half percent (2.5%) permanent allowance.

This program is subject to appropriate administrative guidelines and controls promulgated by the Fire Chief and approved by the Director of Human

Resources to ensure that the standards set forth herein are met. Verification of an employee's eligibility must be by the Fire Chief or designee.

A permanent allowance of two and one-half percent (2.5%) times the employee's base rate of pay or the alternative five percent (5%) times the employee's base rate of pay may be awarded to the Fire Chief subject to the same conditions described above for a permanent allowance, except that the Fire Chief's eligibility must be approved by the County Administrator or designee.

Payment of any of the allowances set forth herein begins on the first day of the month following the month in which: a) the Fire Chief verifies the employee's eligibility for that allowance, or b) the County Administrator or designee verifies the Fire Chief's eligibility for that allowance.

**21. Fire Services Emergency Recall and Standby Differential**

Effective through December 31, 2017, each employee assigned to standby and emergency recall duty for a minimum of two (2) weeks each month is eligible for a salary differential in the amount of five percent (5%) times the employee's base rate of pay. Each employee assigned to standby and emergency recall duty for one (1) week in each four (4) consecutive week period is eligible to receive a differential in the amount of two and one-half percent (2.5%) times the employee's base rate of pay.

Effective January 1, 2018, each employee assigned to standby and emergency recall duty for a minimum of ten (10) days each month is eligible for a salary differential of five percent (5%) times the employee's base rate of pay.

**22. Executive Professional Development Reimbursement**

In lieu of the benefits provided in Section 15, the Fire Chief, Assistant Chief(s), and Deputy Fire Chief are eligible for reimbursement of up to nine hundred twenty-five dollars (\$925) for calendar year 2008 and for each two (2) year period thereafter, for memberships in professional organizations, subscriptions to professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Fire Chief approval, provided each employee complies with the provisions of the County's Computer Use and Security Policy adopted by the Board of Supervisors and manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.



Individual professional development reimbursement requests must be approved by the Fire Chief. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or cancelled check). Certifications regarding compliance with County's Computer Use and Security Policy may be required.

## **II. BENEFITS FOR FIRE CHIEF**

As the Chief Officer of the Fire District and an Appointed Department Head, the Fire Chief receives the benefits provided under Part I, except as modified below:

### **23. Automobile**

The District will provide the Fire Chief with an appropriate vehicle. The Fire Chief is not eligible for an Automobile Allowance.

### **24. Executive Life Insurance**

In lieu of the insurance provided in Part I, Section 13, the Fire Chief is covered, at District expense, by term life insurance in the amount of sixty thousand dollars (\$60,000), additional to the insurance provided under Section 2.18.

### **25. Fire Management Educational Reimbursement**

The Fire Chief is entitled to be reimbursed by the District for all Fire Management educational expenses (tuition, fees, books, and the like) incurred by the Fire Chief during his tenure as Fire Chief.

### **26. No Fire Services Emergency Recall and Standby Differential**

The Fire Chief is not eligible for the Fire Services Emergency Recall and Standby Differential set forth in Part I, Section 21 of this Resolution.

### **27. No Vacation Buy Back**

The Fire Chief is not eligible for the Vacation Buy Back plan set forth in Part I, Section 14 of this Resolution.

*[end]*



**Contra  
Costa  
County**

To: Contra Costa County Fire Protection District Board of Directors  
From: David Twa, County Administrator  
Date: March 12, 2019

Subject: APPOINTMENT OF FIRE CHIEF, CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT - LEWIS BROSCHARD III

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**RECOMMENDATION(S):**

APPOINT Lewis T. Broschard III to the position of Fire Chief, Contra Costa County Fire Protection District at Step 5 of the salary range effective April 1, 2019, all other benefits as provided in the Fire Management Resolution (currently Resolution No. 2019/63) applicable to the position of Fire Chief.

**FISCAL IMPACT:**

No fiscal impact. The Fire Management Resolution (Resolution No. 2019/63) allows the Fire Chief classification to qualify for specific education differentials effective April 1, 2019. The fiscal impact is dependent upon the specific educational background of the Fire Chief. The maximum pre-pension cost of the benefits is under \$1,500 per month. This will not be an increased cost, as most employees (including the proposed candidate for Fire Chief) will have received these benefits prior to promoting into the Fire Chief position.

**BACKGROUND:**

Earlier this year, Fire Chief Jeff Carmen announced his retirement effective March 2019. To ensure a seamless transition, the County Administrator is recommending the appointment of Deputy Fire Chief Lewis Broschard III as Fire Chief effective April 1, 2019.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Timothy Ewell - (925) 335-1036

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Dianne Dinsmore, Human Resources Director, Robert Campbell, Auditor-Controller

## BACKGROUND: (CONT'D)

Chief Broschard has a fire service career spanning over 25 years working in small and large fire service organizations. His experience includes positions and responsibilities in emergency operations, fire prevention, and executive leadership. He joined Contra Costa County Fire in 2007 as a Fire Inspector and then promoted to Fire Prevention Captain in 2009. In 2010 he was promoted to Fire Marshal; during his tenure the Fire Prevention Bureau created and implemented its strategic plan, was successful in the first Fire Code amendment ordinance to be adopted by all cities served by the District without exceptions, and implemented a cost recovery program that enabled the District to expand fire prevention services and add personnel within the Fire Prevention Bureau during one of the most severe economic downturns. He was promoted to Assistant Fire Chief in 2014 where he was responsible for the Contra Costa Regional Fire Communications Center, Fire Prevention Bureau, Apparatus and Fleet, Information Systems, and Facilities. During this time the District transformed the methods used for procuring fire apparatus and light vehicles in order to create a vehicle replacement program, initiated the Fire Station 16 and Fire Station 70 replacement projects and the District's solar energy installation project. In late 2015 he was appointed to the newly created Deputy Fire Chief position where he was an integral part of the implementation of the ambulance services contract with Contra Costa County. As the Deputy Fire Chief he is responsible for overseeing the chief officers responsible for Emergency Operations, Fire Prevention, Communications, Emergency Medical Systems, and Support Services.

From 2011 to 2013, Chief Broschard served as the President of the Contra Costa County Fire Chiefs Association and he is currently the California OES Fire/Rescue Operational Area Coordinator for Contra Costa County.

Chief Broschard holds a BS in Managerial Economics from UC Davis, an MBA from John F. Kennedy University, and he is a CSAC Credentialed County Executive. He has also been certified by the Office of the State Fire Marshal as a Fire Prevention Officer; Fire Officer; and Chief Officer.

I am recommending Lewis T. Broschard III be appointed Fire Chief of the Contra Costa County Fire Protection District at Step 5 of the salary range effective April 1, 2019.

## CONSEQUENCE OF NEGATIVE ACTION:

The Fire Chief position will be vacant upon the retirement of the current incumbent.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Add Three Fire Captain Positions and Cancel Three Firefighter Positions

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22432 to add three (3) Fire Captain-56 Hour (RPTA) (represented) positions at salary plan and grade 4N6 1814 (\$7,934-\$10,633) and cancel three (3) vacant Firefighter-56 Hour (RPWA) (represented) positions (17674, 17675, and 17676) at salary plan and grade 4N6 1595 (\$6,388 - \$8,560) in the Contra Costa County Fire Protection District.

**FISCAL IMPACT:**

Approval of this action will result in an annual cost increase of approximately \$179,316, an estimated \$85,210 of which is attributable to increased pension costs.

**BACKGROUND:**

The Contra Costa County Fire Protection District (District) added nine (9) Firefighter Recruit positions to its 2018-19 recommended and adopted budget. The eventual purpose of these positions was to staff newly constructed Fire Station 16 in the City of Lafayette. Construction on Fire Station 16 was scheduled to be completed in the fourth quarter of 2018-19. Since the

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Holly Trieu (925)  
941-3300 ext. 1301

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Holly Trieu

BACKGROUND: (CONT'D)

District hires new suppression employees in groups (i.e., academies) and fills rank and file positions through promotional assessments, it was necessary to establish the positions as Recruits.

The District (and County) has delegated authority (called "flexible staffing") to move positions within certain classifications up and down between ranks without having to do a P300 each time. The District has flexible staffing authority to move positions from Recruit to Firefighter (and Firefighter Paramedic) to Fire Engineer (and the reverse). The District does not, however, have the authority to move a position to the rank of Fire Captain without a P300 (i.e., Board approval). A three-person engine or truck company is staffed very specifically with one Firefighter (or Firefighter Paramedic), one Fire Engineer, and one Fire Captain. Now that the Recruits have finished the fire academy and have moved into Firefighter (or Firefighter Paramedic) positions, the District can fill the vacant Fire Engineer and Fire Captain positions necessary to staff Fire Station 16. This action adds the three Fire Captain positions.

Fire Station 16 construction is on schedule and is set to officially open with full engine company staffing in April or May 2019.

CONSEQUENCE OF NEGATIVE ACTION:

A three-person fire company consists of a Firefighter, a Fire Engineer, and a Fire Captain. They have distinct roles and job duties. If this action is not approved, the District will be unable to staff newly constructed Fire Station 16 in the City of Lafayette.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

AIR 36841\_P300 22432 Add 3 Capts & Cancel 3 FFs BOS 3.12.19

**POSITION ADJUSTMENT REQUEST**

NO. 22432  
DATE 2/4/2019

Department CCC Fire Protection District

Department No./  
Budget Unit No. 7300 Org No. 7300 Agency No. 70

Action Requested: Add three (3) Fire Captain (RPTA) (represented) positions and cancel three (3) vacant Firefighter (RPWA) (represented) positions (# 17674, #17675, and #17676) in the Contra Costa County Fire Protection District.

Proposed Effective Date: 3/13/2019

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$179,316.00 Net County Cost \$0.00  
Total this FY \$44,829.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Budgeted; 100% CCCFPD General Operations Fund

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Jackie Lorrekovich, Chief, Admin Svcs

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Paul Reyes

2/28/2019

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/28/2019

Add three (3) Fire Captain (RPTA) (represented) positions at salary plan and grade 4N6 1814 (\$7,934-\$10,633) and cancel three (3) vacant Firefighter (RPWA) (represented) positions (17674, 17675, and 17676) at salary plan and grade 4N6 1595 (\$6,388 - \$8,560) in the Contra Costa County Fire Protection District.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

Amanda Monson

2/28/2019

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: \_\_\_\_\_

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

David J. Twa, Clerk of the Board of Supervisors  
and County Administrator

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 2/28/2019

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Add One Fire Inspector II Position and Cancel One Fire Inspector I Position

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22433 to add one (1) Fire Inspector II (RJVB) (represented) position at salary plan and grade 4N5 1793 (\$7,771-\$10,414) and cancel one (1) vacant Fire Inspector I (RJWJ) (represented) position number 15888 at salary plan and grade 4N5 1528 (\$5,975-\$8,007) in the Contra Costa County Fire Protection District.

**FISCAL IMPACT:**

Approval of this action will result in an annual cost increase of approximately \$66,796, an estimated \$40,284 of which is attributable to employer pension costs.

**BACKGROUND:**

The classification of Fire Inspector II is the safety classification in the Fire Inspector classification series pursuant to the establishment of the general classification of Fire Inspector I.

Fire Inspector I was established as an entry level position to perform non-safety related code enforcement, plan review, inspections of non-hazardous occupancies,

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Holly Trieu (925)  
941-3300 ext. 1301

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Holly Trieu



BACKGROUND: (CONT'D)

public education, and other related duties. Fire Inspector II incumbents perform journey level complex inspection work and enforce fire laws, ordinances and regulations in Group H and other hazardous related occupancies, participate in fire investigation work, and support emergency incident activities.

This request is to rebalance the number of Fire Inspector I and Fire Inspector II positions back to eight at each level. Position Adjustment Resolution No. 22335 to cancel a vacant Fire Inspector II position and add a Fire Inspector I position was approved to accommodate a specific and time sensitive recruitment and internal employee reassignment issue. The need for that switch has been resolved and this request is to rebalance the number of Fire Inspector I and Fire Inspector II positions back to the original organizational structure to best serve the needs of the Fire Prevention Bureau in meeting its mandates for required occupancy inspections, completing specific technical work at the Fire Inspector II level, and supporting Fire District operations.

Fire Inspector position costs are offset by fees charged for the services they provide.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the District will not have the requisite number of Fire Inspector II positions available to hire journey level experienced individuals into the Fire Prevention Bureau. Certain activities and inspections performed by the Fire Inspector II classification will not be completed.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

AIR 36897\_P300 22433 Add Inspector II-Cancel Inspector I - BOS 3.12.19

**POSITION ADJUSTMENT REQUEST**

NO. 22433  
DATE 2/7/2019

Department CCC Fire Protection District

Department No./  
Budget Unit No. 7300 Org No. 7300 Agency No. 70

Action Requested: Add one (1) Fire Inspector II (RJVB) (represented) position and cancel one (1) vacant Fire Inspector I (RJWJ) (represented) position 15888 in the Contra Costa County Fire Protection District.

Proposed Effective Date: 3/13/2019

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$66,796.00 Net County Cost \$0.00  
Total this FY \$16,699.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Budgeted: 100% General Operating Fund Revenue

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Jackie Lorrekovich, Chief, Admin Svcs

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Paul Reyes

2/28/2019

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/28/2019

Add one (1) Fire Inspector II (RJVB) (represented) position at salary plan and grade 4N5 1793 (\$7,771-\$10,414) and Cancel one (1) vacant Fire Inspector I (RJWJ) (represented) position number 15888 at salary plan and grade 4N5 1528 (\$5,975-\$8,007) in the Contra Costa County Fire Protection District.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

Amanda Monson

2/28/2019

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: \_\_\_\_\_

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

David J. Twa, Clerk of the Board of Supervisors  
and County Administrator

Adjustment is APPROVED  DISAPPROVED

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 2/28/2019

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Contract for Employee Physical Examinations

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Life Extension Clinics, Inc., doing business as Life Scan Wellness Centers, in an amount not to exceed \$1,500,000, to provide annual medical evaluations for Contra Costa County Fire Protection District personnel for the term April 1, 2019, through March 31, 2023.

**FISCAL IMPACT:**

Budgeted; 100% CCCFPD General Operating Fund

**BACKGROUND:**

The Contra Costa County Fire Protection District (District) has provided annual medical evaluations for firefighters to ensure that they are medically fit for duty for nearly 20 years. During the past two decades, the assault on North American firefighters' health and wellness has evolved dramatically. As we, the District, continued our research into how to best protect our most important asset, the firefighters, we found that we needed to take a more proactive approach. The key to reducing the mortality rate of firefighters is continual health and wellness education and providing resources for early detection of disease processes that kill our nations' first responders at double the rate of the normal population. One of the most effective indicators of the health and wellness of the Districts' firefighters can be found during a comprehensive medical evaluation. These evaluations include a health risk assessment, a medical history review to determine any health conditions that would prevent, or could be aggravated by, performing the duties of the position, including but not limited to, the ability to carry equipment, wear protective equipment/clothing,

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Robert Lutzow, Safety Chief  
925-941-3300

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

and meet the physical and psychological demands of the firefighter position.

Firefighters are often the first to arrive at the scene of some of the most disturbing and devastating events that occur in our county. Contra Costa County Fire Protection District is an all hazards emergency response organization and thus, the firefighters we employ can be subjected to a wide range of working conditions on a daily basis. These events can range from responding to incidents involving the death of a child, to homicide, suicide, rape, child abuse, family violence, fatal car accidents and even acts of terrorism. Also, firefighters often enter structurally compromised buildings under hot and smoky conditions while wearing heavy and restrictive clothing and carrying awkward equipment. In recent years, these fires have become more dangerous as they burn at higher temperatures and produce a toxic atmosphere similar to that of a Hazardous Materials incident. Benzene, formaldehyde and hydrogen cyanide are just a few of the chemicals firefighters are exposed to while fighting fire on a daily basis. As more and more toxic materials are used to create the items we have in our homes, the toxic soup firefighters work in will only become more dangerous.

These high levels of stress, physical demands and long-term exposure to chemicals and infectious disease can take a toll on the health of firefighters and especially to their cardiovascular system. These intense work environments of high heat, low oxygen, high carbon monoxide and other combustible products often produces a maximum heart response. These and other risks are what account for nearly 50% of fire ground deaths being heart-related,” (

## BACKGROUND: (CONT'D)

New England Journal of Medicine, March 07). Cardiovascular, respiratory and thermoregulatory strain on firefighters is profound, increasing the odds of heart attack from 12-126 times while firefighting. Occupational cancer is yet another increasing risk of the job, an analysis of 32 studies published in the Journal of Emergency Medicine in 2006 showed that many cancers were significantly associated with firefighting. These included testicular (highest risk), multiple myeloma (53%), malignant melanoma, non-Hodgkin's lymphoma (51%), prostate (28%), skin (39%), brain (32%), rectum, pharynx, stomach (22%), colon (21%), and leukemia. The University of Cincinnati conducted a study in 2009 where further research revealed that firefighters developed 10 types of cancers more frequently than any other occupation; the most virulent of these was testicular cancer. Firefighters also face a 53% greater risk of a deadly cancer that attacks bone marrow: multiple myeloma, a cancer that occurs when a firefighter sweats due to the open pores on the skin allowing numerous carcinogens to enter the bloodstream at an alarming rate. In fact, according to the Firefighter Cancer Support Network (FFCSN) Fact Sheet, 61% of firefighter line of duty deaths between 2002 and 2016 were attributed to cancer.

Due to the physical nature of their work, firefighters are also at a significant risk for musculoskeletal injury with back injury being the highest reported, followed by upper and lower extremities. In a given year, the IAFF Death and Injury Survey indicates that one out of every five firefighters will die or be injured in the line of duty, thus showing that proper prevention and rehabilitation are essential. That is why the International Associations of Fire Chiefs and International Association of Fire Fighters recommend that a "Fire Service Occupational Physician" monitor their patients long term effects of the working environment, including exposure to chemical and biological agents and disease patterns that may indicate work-related health concerns.

Therefore, it would be of the utmost importance for the Contra Costa County Fire Protection District to have this comprehensive NFPA 1582 yearly Medical Exam in conjunction with a Behavioral Health Evaluation, as firefighters are exposed to scenes and situations that are beyond the complexities of reasoning. These exams will be performed by a company that specializes in and has vast knowledge of NFPA 1582 physicals that include the following procedures: Head to toe physical exam (per NFPA 1582), vital signs, skin cancer screening, visual acuity test, hearing exam, breast exam, personal consultation with a review of testing results at physical appointment, recommendations for medical intervention and behavioral modification changes, cardiac assessment to include: echocardiogram, resting EKG, cardiac treadmill stress test, with V02 max calculation, carotid arteries ultrasound, aortic aneurysm ultrasound. Cancer and disease assessment to include: thyroid ultrasound, liver, pancreas, gall bladder, spleen, kidney and bladder ultrasound, pelvic ultrasound for women (external), testicular ultrasound for men. Laboratory blood tests to include: thyroid panel, occult blood screen, PSA for men (prostate cancer marker), CA-125 for women (ovarian cancer marker), lipid panel, diabetes test, pulmonary function test, urinalysis with chem strip, complete blood count (hemoglobin with diff), comprehensive metabolic panel (CMP). OSHA respirator medical clearance, fitness program (NFPA 1582 Guidelines) to include: fitness and agility evaluation, body composition analysis, stretching/flexibility/endurance analysis, nutrition and diet recommendations personal fitness recommendations. Medical clearances to include: OSHA respirator medical clearance, Hep B antibody clearance screening, Hep B Antigen (titer), Hep C screening, and TB test (interferon).

While comparing our previous annual physical and a Lifescan physical, it was determined that a Lifescan physical can be performed in a more efficient and comprehensive manner, with an eventual cost savings to the District by reducing long term health care costs. Lifescan will come to a District worksite and perform a comprehensive NFPA 1582 physical and Behavioral Health Evaluation at a rate of nine firefighters a day, allowing firefighter physicals to be completed in a two-month time period rather than the 8-9 month timeline we currently have. Lifescan will deliver the most competent exams available.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not be able to increase the efficiency and quality of firefighter annual physical examinations.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: March 12, 2019

Subject: Advisory Fire Commission 2018 Annual Report to the Board of Directors

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**RECOMMENDATION(S):**

ACCEPT the 2018 Annual Report of the Advisory Fire Commission.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

At the request of the Contra Costa County Fire Protection District Board of Directors, the Fire Chief is submitting the 2018 Annual Report of the Advisory Fire Commission.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **03/12/2019**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 12, 2019

Contact: Jeff Carman, Fire Chief  
925-941-3300 x1100

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



ATTACHMENTS  
2018 AFC Annual  
Report

## **2018 ANNUAL REPORT**



# **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT ADVISORY FIRE COMMISSION**

**Erel Betser, District I (February – December)**  
**Matthew Guichard, District II**  
**Edward Haynes, District III, (January – March)**  
**Debra Gale, District IV (Vice-Chair)**  
**Nat Rojanasathira, District V (Chair)**  
**Mike Egan, At Large #1**  
**Richard T. Chapman, At Large #2 (Liaison to the Board of Supervisors)**  
**Latonia Ellingberg, Staff**

### **Alternates**

**Lisa Bartley (District I / April – September; At-Large / October – December)**  
**Walter Fields (District V / June – September; At-Large / October – December)**  
**Darran Mazaika (District IV / June – September; At-Large / October – December)**

## **2018 ANNUAL REPORT**

### **Contra Costa County Fire Protection District Advisory Fire Commission**

Meetings: Bi-monthly meetings were held: February, April, June, August, October, and December

Location/Time: 4005 Port Chicago Highway, Concord at 7:00 p.m.

Chair: Nat Rojanasathira

Staff: Latonia Ellingberg

Reporting Period: January through December 2018

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#### **I. ACTIVITIES**

- Conducted regular business of the Commission
- Conducted regular business of the Commission as well as the following Committees:
  - Apparatus & Equipment\*
  - Budget\*
  - Personnel\*
  - Property and Annexation\*

*(\*All above committee business conducted during the course of regular meetings.)*

- Attended Contra Costa County Fire Commissioners Association Meetings
- Attended Board of Supervisors Meetings
- Attended Contra Costa County Fire Protection District Board of Directors meetings
- Attended the Line of Duty Death Memorial Service
- Attended Fire Academy #51 Graduation Ceremony
- Attended various city council, town hall, and other fire board meetings

#### **II. ACCOMPLISHMENTS**

- Reviewed and provided feedback on the Draft FY 2018/19 Budget
- Conducted public hearings to resolve public complaints regarding weed abatement charges
- Approved adjustments to weed abatement charges
- Provided feedback on fire prevention activities, suppression leave, incident summary reports and response times
- Provided feedback on levels of service in communities with closed stations or reduced service

- Successfully amended the Bylaws to allow for three At-Large alternate commissioners, any one of whom may replace any seated member regardless of supervisorial district
- Attended walkthrough of Fire District’s new administrative offices

**III. ATTENDANCE/REPRESENTATION**

- Vacancies: District III
- Diversity: Commission consists of a variety of retired and active business professionals/owners including Engineer; Attorney; Management Analyst – City of Brentwood; Administrative Services Director – Town of Danville; retired Security Advisor, former Police Detective, and volunteer Firefighter/EMT with the Graeagle Volunteer Fire Department; retired Fire Captain; Claims Analyst; Paramedic; and Criminal Investigator.
- Level of Participation:

Regular Mtgs.	
Betser	3 of 5
Chapman	6 of 6
Egan	5 of 6
Galey	5 of 6
Guichard	6 of 6
Haynes	0 of 1
Rojanasathira	5 of 6
Bartley (Alternate)	4 of 5
Fields (Alternate)	3 of 4
Mazaika (Alternate)	4 of 4

- Quorum Frequency: No meetings cancelled due to lack of a quorum.

**IV. TRAINING/CERTIFICATION**

- Commissioners Bartley, Betser and Mazaika completed “The Brown Act and Better Government Ordinance – What You Need to Know as a Commission, Board, or Committee Member” and “Ethics Orientation for County Officials.”

**V. PROPOSED WORK PLAN/OBJECTIVES FOR NEXT YEAR**

- Continue to work with the Fire Chief on budgetary issues.
- Contribute to the development of a weed abatement appeal process.
- Attend meetings relative to fire service issues.
- Provide input to the Board of Directors.
- Continue to monitor citizen complaints stemming from the District’s weed abatement program.
- Continue to approve adjustments to weed abatement charges.
- Continue to exercise oversight of the approval process for the disposal of surplus property.
- Continue to explore alternate funding sources.