

Agreement for 9-1-1 Emergency Ambulance Services
with Advanced Life Support Transport Services in
Sonoma County EMS Zone

Bell's Healdsburg Ambulance Service, Inc.
and
County of Sonoma

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AGREEMENT FOR 9-1-1 EMERGENCY AMBULANCE SERVICES WITH ADVANCED
LIFE SUPPORT TRANSPORT SERVICES IN SONOMA COUNTY EMS ZONE

This agreement ("Agreement"), dated as of _____, 2021 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and Bell's Healdsburg Ambulance Service, Inc., a California corporation, (hereinafter "Contractor").

WITNESSETH:

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

WHEREAS, The County has designated the County of Sonoma Department of Health Services as the Local EMS Agency (LEMSA) for Sonoma County pursuant to California Health and Safety Code Section 1797.200;

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

WHEREAS, the LEMSAs has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and volunteer, EMT and paramedic equipped and staffed fire department first response vehicles;

WHEREAS, the LEMSAs has designated Redwood Emergency Dispatch Communications Authority (REDCOM) an Accredited Center of Excellence dispatch center, (dispatch) to provide emergency medical dispatch services to all ambulances throughout the County of Sonoma;

WHEREAS, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the LEMSAs to create Exclusive Operating Areas ("EOA") for emergency ambulance service and for advanced life support and contract with an existing ambulance provider for the provision of such services as more specifically hereinafter set forth;

WHEREAS, the LEMSAs has determined that Bells Ambulance Service in Sonoma County is eligible for "grandfathering" under Health and Safety Code Sections 1797.224 as Bells Ambulance Service has been providing ambulance transport services in the same manner and scope since 1980 and the creation of the EOA is included in the current Emergency Medical Services Plan;

WHEREAS, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Sonoma has designated the LEMSAs to develop a written agreement with a qualified paramedic service provider to provide services, and participate in the advanced life support ("ALS") program in Sonoma County;

WHEREAS, Title 22, California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6, requires a written agreement for Services;

WHEREAS, County and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of 9-1-1 emergency ambulance services with ALS transport;

WHEREAS, Contractor's emergency ambulance services shall be provided at the ALS level, until such time a tiered ALS and BLS system is developed;

WHEREAS, the Parties agree that Contractor shall respond to all emergency and advanced life support ("ALS") ambulance services calls including 9-1-1 Emergency Ambulance Services with ALS Transport within the Sonoma County EOA designated as the service area of Bell's Ambulance Service, as provided for in Section 1797.224 of the California Health and Safety Code;

WHEREAS, the Parties agree that Contractor shall also be responsible for providing Mutual Aid response as described in this Agreement;

WHEREAS, the Parties agree that Contractor is authorized as part of this agreement to provide non-exclusive Basic Life Support, Advanced Life Support and Critical Care Transport Interfacility Transport services throughout the County except those geographic areas in which another service provider has an exclusive right or obligation to provide any such services or within another designated EOA, in accordance with LEMSA policy and applicable law; and

WHEREAS, the Parties agree that Contractor shall provide related services as described in this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1. Agreement Administration

The Coastal Valleys EMS Agency ("CVEMSA"), a program within the Sonoma County Department of Health Services (the Department), shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the Department and the County. CVEMSA Regional EMS Administrator or her/his designee may:

- A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records;
- B. Monitor the Contractor's EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and CVEMSA policies and procedures; and
- C. Provide technical guidance and/or direction, as CVEMSA deems appropriate.

1.2. Agreement Term

This Agreement shall begin on December 1, 2021 at 00:00:00 hours, Pacific Standard Time and its initial term shall end at 23:59:59 hours, Pacific Standard Time November 30, 2026.

1.3. Conditions for Extension of the Agreement

The County may extend, and Contractor may agree to extend this Agreement for a second 5-year term which shall end at 00:00:00 hours Pacific Standard Time on November 30, 2031. CVEMSA and Contractor agree that Contractor's performance in meeting and/or exceeding the terms and

conditions of the Agreement may be considered as a substantial factor relative to granting of the Agreement extension.

- A. The County's Emergency Medical Care Committee ("EMCC") shall annually receive a report submitted by CVEMSA Regional EMS Administrator regarding its observations and recommendations following its review of the Contractor's annual performance in each of the following categories:
 - 1. Overall compliance with the terms and conditions this Agreement;
 - 2. Compliance with Response Time Standards;
 - 3. Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care;
 - 4. Financial stability; Defined as contractors ability to meet the obligations within this agreement without requiring County assistance or waiver of costs assessed under the agreement.
 - 5. Cooperation of Contractor's personnel in collaborating with CVEMSA and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County;
 - 6. Customer satisfaction; and
 - 7. Community engagement, including education and prevention activities.
- B. CVEMSA shall review the observations and recommendations of the EMCC and the CVEMSA Regional EMS Administrator shall inform the Contractor in writing at least one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension.

SECTION 2: NOTICES

2.1. Agreement Communication

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

- A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
- B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- C. Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- D. Telex, facsimile, or electronic mail transmission: When sent by telex, facsimile, or electronic mail to the last telex, facsimile number or electronic mail address of the

recipient known to the party giving notice, notice is effective on receipt, provided that: a.) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or b.) the receiving party delivers a written confirmation of receipt. Any notice given by telex, facsimile, or electronic mail shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County/CVEMSA:	To Contractor:
Coastal Valleys Emergency Medical Services Agency Attn: CVEMSA Regional EMS Administrator 195 Concourse Blvd., Suite B Santa Rosa, CA 95403 With a copy to: Department of Health Services Attn: Director 1450 Neotomas Avenue, Suite 200 Santa Rosa, CA 95405	Bells Ambulance Service Attn: President/General Manager 438 Powell Ave. / P.O. Box 726 Healdsburg, CA 95448

- E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2. Change of Contact Information

Any party may change its address, telex, facsimile number, or electronic mail address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION 3: ROLES AND RESPONSIBILITIES

3.1. Service to be Performed by Contractor

A. 9-1-1 Emergency Ambulance Services with Advanced Life Support (ALS) Transport.

1. Contractor, under the general direction of the Regional EMS Administrator of the Coastal Valleys Emergency Medical Services Agency ("CVEMSA") shall provide 9-1-1 emergency ambulance services with advanced life support ("ALS") transport within the County of Sonoma exclusive operating area Zone EOA 2 (Exhibit 2 as provided for in Sections 1797.224 of the California Health and Safety Code).
2. Contractor shall perform the following services to the satisfaction of CVEMSA:
 - a. Contractor shall furnish 9-1-1 emergency ambulance services with Advanced Life Support (ALS) transport services for the entire population of EOA 2. All of Contractor's 9-1-1 ambulance response services shall be provided at the ALS level, unless approved by CVEMSA Medical Director.

- b. Contractor shall provide 9-1-1, emergency and ALS ambulance services, without interruption, 24-hours per day, 7 days per week, 52 weeks per year, for the full term of the Contract. Contractor shall provide all of its services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.
 - c. All medical 9-1-1 calls for emergency medical services originating in the EOA 2 will be referred to Contractor. Contractor shall be the sole ambulance provider authorized by CVEMSA in EOA 2 under this Agreement to provide 9-1-1 ambulance service, except for Mutual Aid and disaster response.
 - d. Contractor shall be dispatched by the Redwood Emergency Dispatch Communications Authority (REDCOM), an authorized ACE accredited 9-1-1 secondary public safety answering point dispatch center for all ambulance services in EOA 2.
 - e. Contractor shall be responsible for its prorated share of REDCOM expenses as directed by CVEMSA.
 - f. Contractor shall follow all CVEMSA Policies and Procedures. Upon signing this Agreement, Contractor acknowledges it has received a Notice to Proceed once the Agreement is signed by both parties and Contractor shall follow its Implementation Schedule as approved by CVEMSA.
 - g. Contractor shall ensure that relevant and frequent educational courses are offered to assist its field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.
 - h. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan that compliments and interfaces with CVEMSA's quality improvement system.
 - i. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the CVEMSA Medical Director and authorized by the CVEMSA Regional EMS Administrator. The CVEMSA must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no additional cost to the County. Contractor further agrees that services provided under pilot or research programs shall be in addition to the other services described herein. If a pilot or research program would have a financial impact on Contractor, CVEMSA agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation.
 - j. Contractor shall achieve CAAS accreditation by November 30, 2026.
3. In consideration for providing ambulance services in accordance with the terms described herein, Contractor is entitled to be a non-exclusive Basic Life Support, Advanced Life Support and Critical Care Transport Ground Ambulance Service

Provider for Non-Emergency Interfacility Transfer requests throughout Sonoma County except those geographic areas in which another service provider has an exclusive right or obligation to provide any such services.

3.2. ALS Mandate

- A. Contractor shall utilize ALS Ambulances to provide services under this Agreement on a twenty-four (24) hour per day basis in response to all life-threatening emergencies, non-life-threatening emergencies and non-emergency interfacility transfers requiring ALS Transport when dispatched by an authorized EMS dispatch center.
- B. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be a licensed and accredited Sonoma County paramedic. The second crew member shall be another licensed paramedic or certified EMT. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS level to all emergency calls, the Contractor shall bill the ALS rate except where prohibited by law.

3.3. Stand-by Services

- A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within EOA 2 where there may be an imminent life threat when directed by the dispatch center or upon request of a public safety agency Incident Commander.
- B. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the Incident Commander or dispatch.
- C. Stand-by periods exceeding four (4) hours shall be approved by the CVEMSA Regional EMS Administrator or her/his designee. Long stand-bys with multiple units may trigger the necessity for response time exemptions.

3.4. Mutual Aid

- A. Regional, State, or Federal mutual aid requests. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the CVEMSA Regional EMS Administrator, her/his designee, or the MHOAC unless the request would fundamentally cause immediate failure of service to the Contractor's EOA. Any mutual aid refusal must be in consultation with the CVEMSA Regional EMS Administrator or her/his designee.
- B. In-County or neighboring jurisdiction Mutual Aid requests. Contractor shall respond to in-county or neighboring jurisdiction Mutual Aid which may be requested through dispatch or the CVEMSA Regional EMS Administrator or her/his designee, unless the Field Supervisor or dispatch can verify that a given request would cause immediate failure of service to EOA 2. All Mutual Aid refusals are to be reported to the CVEMSA Regional EMS Administrator the next business day following the refusal. Contractor shall maintain and document:

1. The number and nature of Mutual Aid responses it makes into any neighboring jurisdiction; and,
 2. The number and nature of Mutual Aid responses made by other ambulance providers to calls originating within EOA 2.
- C. Contractor shall not be held accountable for Emergency Response Time compliance for any Mutual Aid assignment originating outside EOA 2 and these calls will not be counted in the total number of calls used to determine Response Time compliance.
- D. It is the CVEMSA desire to ensure that mutual aid does not cause a negative impact on Contractor or other ambulance providers. Should any ambulance provider report an adverse impact, CVEMSA, and impacted parties will agree to engage in a discussion to evaluate such level of mutual aid service between the agencies and all impacted parties will be involved in developing solutions to discuss usage reduction, if any are required.

3.5. Disaster Preparedness, Assistance, and Response

- A. Multi-casualty/Disaster Response: Contractor shall cooperate fully with CVEMSA in rendering emergency assistance during disasters, or in multi-casualty incident responses as identified in CVEMSA's plans. Contractor's personnel shall perform in accordance with appropriate CVEMSA multi-casualty response plan(s) and the Incident Command System (ICS). Contractor shall be involved in disaster preparedness planning for the County's Operational Area and provide support to the State of California Governor's Office of Emergency Services Region 2 if requested through proper channels unless the request would cause immediate failure of service to EOA 2. Any refusal must be in consultation with the CVEMSA Regional EMS Administrator or her/his designee. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the CVEMSA Regional EMS Administrator or County Health Officer in accordance with their respective authority and/or that of their designee as it relates to their shared responsibility as the MHOAC.
- B. Emergency Operations Plan: Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans when requested.
- C. Continuity of Operations: Contractor shall submit a Continuity of Operations Plan (COOP) to the CVEMSA Regional EMS Administrator for approval, before the start of service. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.
- D. Incident Notification: Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the CVEMSA Regional EMS Administrator.
- E. Emergency Recall of Workforce: Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within EOA 2.

- F. Personal Protective Equipment: Contractor shall provide personal protective equipment for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum Personal Protective Equipment (PPE) for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.
- G. In the event CVEMSA or Sonoma County declares a disaster within EOA 2:
 - 1. If requested, Contractor will assign and deploy at least one (1) Field Supervisor or Manager to work closely with the MHOAC.
 - 2. In the event CVEMSA directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended if approved by the CVEMSA Regional EMS Administrator. Contractor shall use its best efforts to maintain primary emergency services.
 - 3. Contractor shall follow the direction of the CVEMSA Regional EMS Administrator or her/his designee during a disaster.
 - 4. During a disaster proclaimed by the County, the CVEMSA Regional EMS Administrator will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from Response Time criteria. Such exemptions shall not be unreasonably withheld if Contractor can demonstrate the system impact of the disaster. When notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

3.6. Interagency Training for Exercises/Drills

Contractor shall be required to participate in any CVEMSA approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

3.7. Deployment of Ambulance and Other Contractor-Managed Disaster Resources

- A. Contractor shall deploy ambulances, strike teams, and other resources, as directed by the CVEMSA Regional EMS Administrator, her/his designee, or the MHOAC, via the MHOAC and Regional Disaster Medical Health Coordination (“RDMHC”) mutual aid system unless the request would cause immediate failure of service to the Contractor’s EOA. Any mutual aid refusal must be in consultation with the CVEMSA Regional EMS Administrator or her/his designee.
- B. Ambulance Strike Team: Contractor will participate in the Ambulance Strike Team (“AST”), Medical Task Force, and the Ambulance Strike Team Leader (“ASTL”) program and will work with CVEMSA, the RDMHC, and State EMS Authority staff to ensure that only trained, vetted, and fully carded ASTL staff as approved by CVEMSA are deployed to fulfill any requests.

3.8. Air Ambulance Service

- A. County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.

- B. Such separate agreements will be necessary even if Contractor is capable of currently providing that service.
- C. Notwithstanding any other provision of this Agreement, CVEMSA may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s), in accordance to CVEMSA policies.
- D. Air transport shall not be utilized for patient transport when a ground ambulance is at 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, in accordance to CVEMSA policy.

3.9. Response and Transport Exceptions and Limitations

A. Response:

- 1. As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in EOA 2 and provide at scene care and ambulance transport in accordance with CVEMSA policy except for Mutual Aid requests.
- 2. Although Contractor's primary responsibility is to provide ALS ambulance transportation services, Contractor will occasionally arrive at scene in the absence of public safety responders. In such cases, Contractor shall assume incident command, and will provide first response, patient care, transportation services, and incident management until the appropriate public safety responder having primary investigative authority arrives at scene and assumes incident command.
- 3. Contractor may temporarily provide service utilizing one or more BLS ambulances under the following circumstances: 1) all of Contractor's available ALS ambulance resources are committed to active incidents, and no ALS response is available through mutual aid request from another Sonoma County provider agency or 2) in the event of a mass casualty incident as authorized by CVEMSA. In each such circumstance Contractor shall promptly notify the CVEMSA Duty Officer on-call. Each BLS ambulance shall be staffed by a minimum of two (2) EMTs.

B. Transport:

- 1. Contractor shall be required to transport patients from all areas of EOA 2, in accordance with CVEMSA Policies and Procedures.
- 2. Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in the CVEMSA policy & procedures.

SECTION 4: DEPLOYMENT

4.1. Ambulance Deployment System Status Plan

A. Requirements:

- 1. Contractor's Response Time obligations are for a performance-based approach rather than a "level of effort" undertaking involving defined locations and/or staffing patterns. Contractor shall commit to and shall be responsible for

deploying and employing whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within EOA 2. Contractor shall deploy ambulance resources in a manner consistent with this goal. Ambulance System Status Plans (“SSP”) will be reviewed by CVEMSA. The plan will describe:

- a. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;
 - b. 24-hour and system status management strategies;
 - c. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as an MCI or high flu season. Include a process that identifies how additional ambulance hours will be added by the Contractor if the Response Time performance standard is not met;
 - d. Maps identifying proposed ambulance station(s) and/or post locations within the geographic zones within the Response Time compliance areas;
 - e. Work force necessary to fully staff ambulances identified in the deployment plans;
 - f. Any planned use of on-call crews;
 - g. Ambulance shifts and criteria to be used in determining shift length;
 - h. Any mandatory overtime requirements;
 - i. Record keeping and statistical analyses to be used to identify and correct Response Time performance problems; and
 - j. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
2. A 911, ALS system ambulance may not be used for non-emergency interfacility transfer requests unless approved by the CVEMSA. Contractor may utilize ALS ambulances deployed in addition to 911 ambulances for non-emergency interfacility transfers at Contractor’s own discretion.
- B. Contractor shall provide a sufficient number of ambulances within EOA 2 that are fully stocked to meet 133% of peak system demand. For example, if 5 ambulances are needed to meet peak demand, an additional 2 ambulances are required to be fully equipped and ready for utilization to meet this standard.
- C. Approval of Contractors SSM Plan does not exempt contractor from response time and other performance criteria when operating in accordance with the approved plan. Contractor is solely responsible for the development of the plan and the resulting performance achieved by Contractor’s personnel in following the approved SSM Plan.

SECTION 5: OPERATIONS

5.1. Response Time Compliance Zones

There is a single geographic response zone in EOA 2 for this Agreement (Exhibit 2). This zone may contain a mix of urban, semi-rural, rural and wilderness areas. Contractor must maintain response times with at least 90% compliance based on area type (i.e. urban, semi-rural, rural and wilderness). A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds 100 calls. Response time compliance shall be calculated for the purposes of calculating monthly performance, penalties and/or for the purposes of breach of contract. Zone configuration will be reevaluated every 10 years based on current US Census population data.

5.2. Response Time Areas

- A. Response Time Areas may be modified by the CVEMSA based upon updated population or census data in collaboration with the EMCC. If Response Time Areas are modified and Contractor demonstrates an associated financial impact, the CVEMSA agrees to meet and confer with Contractor over that impact to cost or revenue.
- B. There are four (4) types of Response Time Areas depicted graphically in Exhibit 7 by square grids;
 - 1. Urban
 - 2. Suburban
 - 3. Rural
 - 4. Wilderness
- C. Contractor must meet all response time requirements at 90% compliance, as outlined in Exhibit 4.

5.3. Response Time Management

- A. Until such time as CVEMSA implements an online compliance utility program, dispatch CAD data shall be used to monitor and calculate response times. Ambulance Response Time standards are designed to provide the appropriate pre-hospital response appropriate to the patient status. Response Time and compliance will be measured and reported on a fractile basis.
- B. Response Time specifications reflect a performance-based perspective rather than a level of effort undertaking involving defined locations. Contractor shall commit to necessary resources to achieve the Response Time standards for ambulance service requests located within EOA 2. Contractor shall deploy ambulance resources in a manner consistent with this goal.
- C. Each incident is a separate response.
- D. Each incident will be counted as a single response regardless of the number of units that are utilized.

- E. The Response Time of the Contractor's first arriving emergency ambulance will be used to compute Contractor's Response Time for that incident. This includes ambulance response from an entity requested to provide Mutual Aid for the Contractor.

5.4. Calculation of Response Times

- A. Calculation of Response Time shall begin at the time the following information, at a minimum, is provided to the assigned ambulance crew:
1. Call priority;
 2. Exact address or descriptive location such as building or landmark;
 3. If no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance Response Time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.
- B. Calculation of Response Time shall stop when:
1. The assigned ambulance notifies dispatch that it is "at-scene," which is defined as AVL showing 10 miles per hour or less at the location where it shall be parked during the incident; or
 2. In the instance of a response to an apartment or business complex, or mobile home park, when the unit enters the complex; or
 3. In the event "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area, or
 4. At the time that dispatch notifies the assigned ambulance to cancel its response.
- C. In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Contractor may also validate at scene time by MDC time stamp as documented in CAD, AVL or radio recording play back.
- D. Calculating Response Times - Changes in Call Priority:
1. Response Time calculations to determine compliance with Agreement standards and penalties for non-compliance shall be as follows:

Downgrades – If a call is downgraded to a lower priority prior to the emergency ambulance's arrival at the scene, Contractor's compliance and penalties will be calculated based on whether the higher priority Response Time standard has been exceeded at the time of the downgrade.

Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident prior to the emergency ambulance's arrival at scene, Contractor shall be deemed compliant and not subject to penalties, provided the upgrade or change in priority does not occur after the passage of the lower priority Response Time threshold.

Reassignment En-route – If an emergency ambulance is reassigned en-route or turned around prior to arrival at scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance at scene from which the ambulance was diverted.

Canceled Calls - If an assignment is canceled prior to the emergency ambulance's arrival at scene, compliance and penalties will be calculated based on the elapsed time from assigned to the time the call was canceled.

5.5. Response Time Corrections and Exemptions

- A. Until such time as CVEMSA implements a online compliance utility program, Contractor shall file a request for each desired Response Time correction or Exemption on a monthly basis with CVEMSA within 15 days of the end of the previous month. Such request shall include the date, the time, and the specific circumstances causing the delayed response. The CVEMSA Regional EMS Administrator or her/his designee shall grant or deny Exemptions to performance standards and shall so advise the Contractor. The burden of proof that there is good cause for the correction or the exemption request shall rest with the Contractor.
- B. Contractor may request Response Time Correction(s) of arrival at scene time(s). In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Alternatively, at scene time may be validated by CAD timestamp or Geographic Positioning System (GPS) based on Automatic Vehicle Location (AVL) technology.

5.6. Responses Time Exemptions

- A. Each request for ambulance service located within EOA 2 shall be included. In some cases, late and specified other responses will be exempted from Response Time compliance calculations and financial penalties. These exemptions will be for good cause only, as reasonably determined by CVEMSA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor. Contractor may request that a response be exempted from the calculation of Response Time Standards, if that call meets the criteria defined below. Contractor shall file a request for each desired Response Time Exemption on a monthly basis with CVEMSA within 15 days of the end of the previous month. Such request shall include the date, the time, and the specific circumstances causing the delayed response. CVEMSA Regional EMS Administrator or her/his designee shall grant or deny exemptions to performance standards and shall so advise the Contractor. The CVEMSA Regional EMS Administrator or her/his designee will respond to Exemption requests.
- B. Examples of Exemptions may include, but are not limited to:
 - 1. Dispatcher gave incorrect call priority, address, or coordinates that had a negative effect on response time;

2. Inclement weather conditions which impair visibility or create other unsafe driving conditions;
 3. Wrong address provided by the requesting party
 4. Unavoidable delay caused by road construction;
 5. Restricted roadway access;
 6. Dispatch error
- C. Contractor shall maintain sufficient resources to achieve the specified Response Time standards. Contractor shall be responsible for prudent and reasonable planning and action related to system deployment. This may include, but is not limited to, deploying additional unit hours for holidays, special events, and weather-related emergencies, including periods of excessive heat or cold, or other weather related anomalies, to accommodate related additional workload.
- D. CVEMSA approval of any exemption request shall not be considered as precedent setting for future circumstances of a similar nature.

5.7. Response Time Reporting Requirements

- A. Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:
1. Time call received by dispatch from PSAP;
 2. Time ambulance crew assigned;
 3. Time en-route to scene;
 4. Arrival at scene time;
 5. Arrival at patient's side;
 6. Total at scene time;
 7. Time en-route to transport destination;
 8. Total time to transport to destination;
 9. Arrival time at the destination;
 10. Ambulance Patient Offload Time (APOT)); and
 11. Time available at the destination (i.e. return to in service status).
- B. These reporting requirements may change. CVEMSA agrees to meet and confer with Contractor over such changes. If reporting requirements are modified and Contractor demonstrates an associated financial impact, CVEMSA Regional EMS Administrator agrees to meet and confer with Contractor over that impact and cost or revenue mitigation.
- C. Contractor must synchronize its clocks with the Universal Time Coordinated ("UTC"). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

5.8. Response Time Liquidated Damages

- A. It is the goal of CVEMSA to deliver the contractual response time standards to all incidents ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures.
- B. Contractor is expected to maintain a minimum compliance of 90% monthly in each Response Time Zone.
- C. Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to CVEMSA and the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and CVEMSA agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County.
- D. Contractor shall pay liquidated damages to CVEMSA each and every month that Contractor fails to attain response time compliance of at least ninety percent (90%) in each Response Time Compliance Zone. Liquidated damages paid by the Contractor for each Response Time Compliance Zone in which it fails to maintain the requisite compliance shall be as follows:

89-89.99%	\$500
88-88.99%	\$750
87-87.99%	\$1,250
86-86.99%	\$2,000
85-85.99%	\$3,000
<85 %	\$4,000

- E. Contractor shall pay liquidated damages to CVEMSA for each and every incident to which it has an Extended Response Time, unless exempted by CVEMSA. An Extended Response Time is defined as failing to meet the required response time associated with an incident by ten (10) or more minutes. Liquidated damages paid by the Contractor for each Extended Response Time shall be as follows:

Response time elapsed in excess of requirement	10-15 min	\$250
	>16 min	\$375

- F. Contractor shall pay liquidated damages to CVEMSA of \$250 for each and every incident in which a preventable mechanical failure of an ambulance occurs with a patient on-board or responding to an incident if the ambulance is out of compliance with the approved maintenance schedule, exceeds mileage or age limits and/or exhausts its on-board fuel supply.
- G. Furthermore, Contractor shall pay liquidated damages to CVEMSA of \$125 for each incident in which Contractor's crew fails to report an at scene time which is not

verifiable by verbal radio traffic, CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback. If another fine is applied to the individual incident this fine will not be applied.

H. Phase-In Period (Discovery Period):

For the first six (6) months after the agreement is implemented, (December 1, 2021 through May 31, 2022) Response Time requirements specified herein shall be enforced but the penalty assessment will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, Response Time requirements must be met, and penalties will be assessed for non-compliance.

I. Other Repercussions:

If CVEMSA, with recommendation of the Emergency Medical Care Committee (EMCC) or other committee designated by the CVEMSA Regional EMS Administrator, determines that Contractor for three consecutive compliance periods has failed to maintain Response Time compliance as required by this Agreement and/or more than 6 compliance periods in a single zone in any rolling 12-month period, the CVEMSA may determine that there is a breach.

Therefore, prior to invoking a breach of contract for Response Time non-compliance, CVEMSA shall provide Contractor an opportunity to cure any failure to comply with Response Time requirements and agrees not to invoke the breach provision Response Time if Contractor demonstrates best efforts to resolve issues contributing to Contractor's failure to meet the Response Time compliance requirements. Actions constituting best efforts include, but are not limited to the following:

1. Contractor agrees to conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
2. In consultation with CVEMSA, Contractor agrees it will utilize available resources and technology that do not unreasonably impact Contractor's cost or revenue to implement all process review study recommendations.
3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended Response calls.

Notwithstanding the foregoing, Contractor shall not be entitled to a cure opportunity under this Paragraph if it has previously been afforded two such cure opportunities during the preceding three years.

J. Payments and Use of Penalty Assessment Penalties:

1. CVEMSA will make the final penalty determination based on this section and will inform the Contractor of the incidents and penalties incurred on a monthly basis. Contractor shall pay CVEMSA all penalties within 30 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly on any payment made after the due date. The Contractor will pay all penalty assessments to the Sonoma County EMS Trust.
2. Penalties collected will be utilized in accordance with CVEMSA policy in conformity with Sonoma County Code Chapter 28.

5.9. Vehicles

Contractor shall provide and maintain all ambulances, support vehicles, and on-board equipment used by Contractor to perform the services required by this Agreement. All Contractor vehicles herein shall be fully committed to services provided to Sonoma County under the terms of this Agreement. All costs associated with these vehicles shall be the responsibility of the Contractor. Contractor shall continuously provide a sufficient number of ambulances to meet 133% of peak system demand.

5.10. Vehicle Specifications

A. Ambulances:

1. Ambulances must conform to the following requirements:
 - a. Industry standard Type II or Type III ambulance;
 - b. To the extent possible, be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor;
 - c. Meet or exceed Federal KKK standard at time of vehicle manufacture. CVEMSA shall have authority to require a substantially similar national standard as alternate requirement if the KKK standard is discontinued during the term of this agreement;
 - d. Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association;
 - e. Be limited to a maximum mileage of 300,000 miles;
 - f. Meet or exceed the equipment standards of the State of California and CVEMSA policies and procedures.

B. Supervisor Vehicles:

1. Contractor's Supervisor Vehicles if utilized shall be equipped and meet Department of Transportation or National Fire Protection Association standards for Code 3 response, SUV-type vehicles, with rear command consoles, and carry all equipment and supplies necessary to function as a First Responder in accordance with CVEMSA requirements, policies, and procedures.

C. Vehicle Markings:

1. Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.
2. Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1901 for vehicles in effect at time of vehicle initial deployment.
3. Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.

4. Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.
5. Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without CVEMSA approval. CVEMSA shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles (which shall have a base color of white) purchased or otherwise introduced during the term of this agreement.

5.11. Equipment

- A. Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. Contractor shall provide and maintain in good repair and safe working order all vehicles, medical supplies/equipment, on-board mobile voice and data equipment compatible with County systems, office facilities and furnishings, and voice/IT equipment to be used by Contractor to perform its 9-1-1 Ambulance Services. CVEMSA shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.
- B. Contractor vehicles shall be stocked by the Contractor with ALS supplies and equipment in accordance with CVEMSA requirements and carry essential medical equipment and supplies so that initial patient care can be provided should this vehicle arrive first at the scene of an emergency. Additionally, these vehicles will carry equipment and supplies necessary for multi-casualty incidents as specified by CVEMSA.
- C. Contractor agrees that equipment and supply requirements may be changed with the approval of the CVEMSA Regional EMS Administrator due to changes in technology, regulations, or for other appropriate reasons. Should requirement changes have a financial impact, Contractor and CVEMSA agree to meet and confer over that impact.
- D. Each ambulance must carry standardized equipment and supplies that meet federal, State, and local CVEMSA requirements, policies and procedures. To the extent possible, such equipment and supplies will be stored in the same location in all ambulances.
- E. All expendable supplies, including medications and oxygen, must be restocked by Contractor. All medical equipment shall be in good repair and safe working order at all times. Each ambulance will be fully stocked according to CVEMSA Policies.
- F. Fire Department resupply:

Whenever disposable medical supplies (excluding narcotics) are used by fire department on scene prior to ambulance arrival, the responding fire agency will be restocked and resupplied by the on-scene ambulance prior to departure at no cost to the fire agency. In the event that rapid transport is needed, and the fire agency is not restocked at scene, the Bells Ambulance Supervisor will be notified, and the supplies will be delivered to the fire station within the hour or best effort.
- G. Vehicle and Equipment Maintenance:

1. Contractor shall maintain all vehicles in good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.
2. Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work. CVEMSA requires that all ambulances and equipment used in the performance of this Agreement be maintained in good repair and safe working order. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.
3. CVEMSA requires that ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, be removed from service and repaired or replaced in a timely manner.
4. Contractor must implement an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance 9-1-1 Ambulance Services by:
 - a. Utilizing appropriately trained personnel knowledgeable in the maintenance and repair of commercial vehicles;
 - b. Developing and implementing standardized maintenance practices; and
 - c. Incorporating an automated electronic maintenance program record-keeping system.
5. Contractor shall submit its vehicle maintenance plan to CVEMSA annually.
6. Contractor shall maintain its vehicles and bio-medical equipment to, or exceeding, manufacturer's recommendations and standards which shall be updated annually at minimum. All costs of compliance testing, maintenance and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services and costs of extended warranties, shall be at the Contractor's expense.
7. CVEMSA shall have access to all vehicle and equipment maintenance reports upon request within two (2) business days of the request. In the instance of a sentinel event; however, Contractor shall give CVEMSA immediate access upon request.

H. Communication System Equipment and Management:

1. Contractor shall utilize the current Sonoma County approved radio system for two-way voice communications between the dispatch center, ambulances and Supervisor Vehicles. Contractor shall consult with CVEMSA in advance of purchasing or installing radios.

2. Contractor shall have the capability to communicate with Fire service agencies for two-way voice communications.
3. Each ambulance and Supervisor Vehicle shall be equipped with a mobile radio system capable of communicating on all Sonoma County Operational Area frequencies designated by REDCOM for 911 ambulances in the front cab and ambulances shall be capable of hospital communication in the rear/patient compartment.
4. Each ambulance and Supervisor Vehicle shall be equipped with a portable radio capable of communication on all Sonoma County Operational Area frequencies specified by REDCOM for portable EMS radios for each assigned crew member for medical communication and communication with dispatch, and other public safety responders.
5. Contractor shall equip each of its ambulances and supervisors with appropriate emergency communications and redundant alerting devices enabling immediate notification of on-duty ambulance and supervisor personnel of emergency situations and associated system needs. Each ambulance and supervisor on-duty must be able to communicate at all times and locations with dispatch, other ambulances, supervisors, receiving hospitals, fire agencies, and CVEMSA.
6. Contractor shall equip and have Automatic Vehicle Location (“AVL”)/Geographic Positioning System (“GPS”) technology in its ambulances and Supervisor Vehicles. AVL/GPS shall be continuously operable while the vehicle is in service (except when compromised by factors determined by CVEMSA beyond the Contractor’s control) for purposes of System Status Management including but not limited to unit selection, dispatch, tracking, safety, and Response Time reporting. The AVL/GPS equipment shall be interfaced with the CAD system at dispatch and shall transmit data with speed as close to near real-time as technologically possible.
7. Each ambulance and supervisor vehicle shall have a mobile data computer (“MDC”) which shall be interfaced to and capable of timely receiving from and transmitting to the dispatch CAD essential incident and status data in accordance with CVEMSA requirements. The MDC shall contain integrated mapping software which provides real time automated distance and traffic-based destination routing, thereby enabling efficient and timely vehicle travel. MDCs and associated software shall transmit, receive, and process data with speeds as close to near real-time as technologically possible.
8. Contractor shall provide mobile computers or tablets with software to generate an ePCR with cellular data transmission capabilities to transfer ePCR data to hospitals and CVEMSA.
9. In addition to the above requirements, the Contractor shall meet the following requirements on all ambulances and Supervisor Vehicles:
 - a. Communications Equipment – Contractor shall provide cell phones for direct landline communications with the base hospital, receiving hospitals, dispatch centers, and other necessary personnel or agencies.

- a. California Emergency Coordination Radio System (“CALCORD”) – Contractor shall equip all ambulances and Supervisor vehicles with radio equipment suitable for operation on CALCORD.
- b. Transmission of 12-Lead ECG. Contractor shall install necessary communications equipment in all of its ALS ambulances enabling transmission of 12-Lead electrocardiograms to receiving facilities, in accordance with CVEMSA specifications.
- d. Contractor shall be 100% responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and cellular accounts, including data fees on equipment owned by Contractor.

5.12. Dispatch and Radio Communications

Contractor is required to utilize the CVEMSA authorized, ACE accredited, emergency medical dispatch center in accordance with State law and local policies or contract for services from an authorized center that is a 9-1-1 public safety answering point or secondary 9-1-1 public safety answering point in Sonoma County. The dispatch center will dispatch Contractor’s ambulances in accordance with Contractor’s system status management/deployment plan. Contractor shall optimally deploy prehospital personnel in accordance with the Medical Priority Dispatch System (“MPDS”) under the medical control requirements of CVEMSA.

A. Requirements:

- 1. The dispatch center shall utilize the MPDS EMD protocol reference system as approved by CVEMSA. MPDS requires use of its language and protocols to categorize call types (ALPHA – ECHO) but allows CVEMSA discretion on the response prioritization, configuration and mode. The decision on response prioritization, configuration and mode will be data driven and evidence based and may be modified by the CVEMSA Medical Director from time to time as new information becomes available. Should EMD changes be required, and Contractor demonstrates an associated financial impact, Contractor and CVEMSA Regional EMS Administrator agree to meet and confer over that impact to cost or revenue.
- 2. The dispatch center shall provide CVEMSA and Contractor with real-time access to all required data in accordance with CVEMSA’s medical control requirements at all times, 24 hours per day 7 days per week (“24/7”).
- 3. Bell’s Ambulance Service authorized personnel shall be provided with physical access to the dispatch center when needed.

B. CAD:

- 1. Contractor acknowledges that it will incur costs associated with integrating Contractor’s vehicles with AVL/GPS/MDC to interface with the CAD system.
- 2. Contractor acknowledges that it will incur costs associated with equipment and licensing for Mobile Data Computers or other devices used by the Contractor to connect to the CAD system.

SECTION 6: PERSONNEL

6.1. Key Personnel

The following positions are Key Personnel for all purposes. CVEMSA shall have direct access to the Key Personnel identified in this Agreement at all times. This includes the right to call regular meetings with Key Personnel, as well as unscheduled inspections, interviews, and visits. Key Personnel shall be required to cooperate fully with CVEMSA.

CVEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct.

Contractor's leadership staff may be qualified by education, experience and licensure for multiple positions within Contractor's organizational structure. Contractor's personnel may staff more than a single position at different times, but in no case shall one individual fill the role of on-duty ambulance personnel and act as the on-duty field supervisor at the same time.

A. Operations Manager:

1. Contractor must provide a full-time Operations Manager who shall oversee and be responsible for the overall performance of its operations, including ensuring adherence to organizational policies and procedures guiding the delivery of high-quality services.
2. This individual shall be qualified by education, training, and experience to manage the day-to-day operations.
3. This individual shall be responsible for Response Time compliance, all data requests, daily monitoring of operational Key Performance Indicators, and shall also serve as the liaison to dispatch and for internal and external billing matters.
4. This individual shall cultivate and maintain strong relationships and frequent communication with CVEMSA, hospital officials, fire agencies, elected officials and local business groups

B. Provider Medical Director:

1. Contractor shall provide a physician licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.
2. This individual must be Board Certified in emergency medicine, experienced in emergency medicine, and preferably fellowship-trained in emergency medical services.
3. This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor in delivering service.
4. Contractor understands that the Provider Medical Director is distinct from, and does not have the powers or authority of, the Medical Director of CVEMSA, as defined in California Health and Safety Code section 1797.202.

C. Clinical Education Services Supervisor:

1. Contractor shall designate a clinical education services supervisor who is a licensed and locally accredited paramedic or registered nurse with extensive experience in emergency and critical care with a minimum of three years' full-time experience working in a 9-1-1 ALS emergency ambulance services system.
2. This individual shall be responsible for day-to-day clinical oversight of Contractor's accredited paramedics and certified EMT, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical quality assurance and continuous quality improvement.

6.2. Changes in Persons Acting as Key Personnel

Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement CVEMSA shall be entitled to review and approve the proposed replacement. Such approval shall not be unreasonably withheld. Such approval shall include verification of resume and a completed background check by Contractor to be shared with CVEMSA.

6.3. Other Mandatory Leadership Personnel

- A. Contractor shall have management and supervisory personnel to manage all aspects of emergency ambulance service, including administration, operations, EMS training, clinical quality improvement, record keeping, and field supervision. Such supervision shall be provided continuously 24-hours per day.

1. Field Supervisor:

Contractor shall designate a Field Supervisor to oversee day-to-day functions of Contractor's operations.

- a. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, oversight of company facility security, and other operational support functions as assigned by the Operations Manager or his/her designee
- b. Field Supervisor serves as the Contractor's on-duty EMS Field Commander and accordingly must be a paramedic with a minimum of three (3) years' experience in a complex 9-1-1 system, who is experienced and competent both administratively and in the management of complex emergencies as demonstrated through experience and extensive training in the Incident Command System ("ICS").
- c. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.
- d. The Field Supervisor is responsible for:
 - i. System Status Plan staffing adjustments, and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities;

- ii. Investigating vehicle and general liability issues;
- iii. Initial management of workers compensation issues; and
- iv. Managing employee performance issues, and customer or stakeholder complaints.
- v. Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies;
- vi. Collaborate and cooperate with CVEMSA leadership, managers and support personnel; and
- vii. Communicate with CVEMSA on-call personnel.

6.4. Ambulance Staffing Requirements

- A. All ambulances rendering services under this Agreement shall be staffed and equipped to render ALS level care and transport until such time CVEMSA has approved a tiered response to provide for a BLS ambulance.
- B. Ambulances must be staffed with at least one CVEMSA-accredited paramedic. The second crew member shall be another licensed and CVEMSA-accredited paramedic or a certified EMT who has completed an additional, if any, curriculum required and approved by CVEMSA. Responding transport units must be prepared to interface seamlessly with fire department personnel responding to the same call.

SECTION 7: CLINICAL QUALITY AND PERFORMANCE

7.1. CVEMSA Medical Oversight

- A. CVEMSA will furnish medical control services including the services of the CVEMSA Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).
- B. CVEMSA, through base hospital physicians (as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24-hours a day, seven days a week, 365 days a year.
- C. CVEMSA recognizes the unique role of the CVEMSA Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.
- D. Contractor shall immediately notify CVEMSA of potential violations of the California Health and Safety Code, California Code of Regulations, or CVEMSA policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with CVEMSA and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

7.2. Protocols, Policies, and Procedures

- A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all CVEMSA policies, procedures, and medical protocols and other requirements established by the CVEMSA Medical Director.

- B. CVEMSA may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to CVEMSA.

7.3. Clinical Quality Improvement

- A. The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through CVEMSA's quality improvement procedures to improve and maintain clinical excellence.
- B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

7.4. Quality Performance

- A. Contractor, shall participate in the development of a written quality improvement plan which shall be approved by CVEMSA.
- B. Contractor must submit the quality improvement ("QI") plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and the CVEMSA EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.
- C. Ongoing QI requirements:
 - 1. Review and submit the QI program annually for appropriateness to the provider's operation and revise as needed;
 - 2. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with CVEMSA Medical Director or her/his designee;
 - 3. Submit a quarterly report to CVEMSA to show compliance with the approved plan and areas for improvement including key performance indicators for STEMI, stroke, advanced airway, cardiac arrest, trauma, pain, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, paramedic skill retention and safety; and

4. Provide CVEMSA with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.
- D. Contractor shall actively participate in CVEMSA's Continuous Quality Improvement Program, STEMI Committee, Stroke Committee, Trauma Committee and other quality improvement committees as required by CVEMSA. These may include making available relevant records for program monitoring. This commitment includes, but is not limited to:
1. Active participation of Contractor's senior leadership in EMS groups or committees dealing with quality management;
 2. Designation of a clinical education services supervisor to oversee Contractor's quality program;
 3. Submission of monthly comprehensive key performance indicator reports to CVEMSA;
 4. Active participation in projects designed to improve the quality of EMS in Sonoma County, including development of a clinical score card to be used to monitor individual clinical personal performance;
 5. Description of the Contractor's overall approach to comprehensive quality management; and
 6. Active participation, when available, in local Health Information Exchange ("HIE") data sharing initiatives approved by CVEMSA.

7.5. Quality Processes and Practices

- A. The Contractor shall strive for clinical excellence. This includes the development of an individual clinical score card for all clinical personnel and needs to address all of the following, but is not limited to:
1. Clinical care and patient outcome;
 2. Skills maintenance/competency;
 3. Mastery of CVEMSA Policies and Procedures;
 4. Patient care and incident documentation;
 5. Evaluation and remediation of field and dispatch personnel;
 6. Measurable performance standards; and
 7. Implementation and operationalization of its Quality Improvement Plan.

SECTION 8: DATA AND REPORTING

8.1. Data and Compliance Requirements

CVEMSA is evaluating the utilization of a data and system compliance monitoring program for Response Time and Clinical Performance Measurement. Contractor shall fund a portion of the costs of CVEMSA's compliance utility and patient care reporting programs, which CVEMSA will use to monitor the performance of Contractor in delivering EMS services to Sonoma County

under the terms of this Agreement. Contractor shall be granted access to the relevant systems by CVEMSA, which shall be supported by Contractor's Clinical and Operational personnel. The compliance utility program shall be interfaced with the designated 911 dispatch center CAD to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system. Contractor shall participate in future surveillance and technology initiatives undertaken by the CVEMSA.

8.2. Data and Reporting Responsibility

Contractor shall provide detailed operations, clinical, administrative, and financial data as requested and in a manner approved by CVEMSA.

8.3. Performance Data and Reporting

- A. Contractor will collaborate with CVEMSA to provide routine and ad hoc reports.
- B. Contractor shall work in earnest and good faith with CVEMSA on all data initiatives used to support clinical care and quality improvement.

8.4. Electronic Patient Care Reporting

- A. Contractor will be required to provide electronic patient care record data, in a form and timeframe prescribed by CVEMSA, pursuant to California Health and Safety Code section 1797.227 and approved by the CVEMSA Medical Director, for patient documentation on all EMS system responses by Contractor within the EOA including patient contacts, cancelled calls, and non-transports. The ePCR shall be accurately completed to include all information required by CVEMSA and California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170 and 100171.
 - 1. Unless otherwise specified by CVEMSA, Contractor shall utilize the ImageTrend Elite patient care reporting system administered by CVEMSA to meet this requirement.
- B. The ePCR system must have the capability of mobile data entry in the Contractor's ambulances and Supervisor Vehicles as well as at the patient's bedside. The ePCR system shall comply with the current versions of NEMSIS and CEMSIS. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system shall also comply with the current mapping standards and data dictionary, as promulgated by EMSA and CVEMSA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA and hospitals in an HL7 format.
 - 1. The ePCR system must have the capability to:
 - 2. Link with the CAD to import all data for all calls;
 - 3. Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field;
 - 4. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support;

5. File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record; and
 6. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.
- C. The CVEMSA approved ePCR must be completed for all patients at the earliest opportunity after patient contact pursuant to CVEMSA policy. Contractor must provide direct, log-in access to patient care records at the receiving facilities and to CVEMSA clinical staff in computer readable format and suitable for statistical analysis for all 9-1-1 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, and non-transports. Contractor shall provide electronic ePCR data to CVEMSA, and the CA EMS Authority, in a form prescribed by CVEMSA, pursuant to California Health and Safety Code, Section 1797.227, within a reasonable timeframe specified by CVEMSA.
- D. CVEMSA approved interim ePCR, shall be entered at the receiving hospital before returning to service for each patient pursuant to CVEMSA policy.
- E. CVEMSA approved ePCR shall be entered before returning to service in any sentinel event or unusual circumstance constituting or potentially constituting a threat to the public health and safety in accordance with CVEMSA policy.
- F. Contractor's ePCR must provide other data points reasonably requested by CVEMSA, including any needed modifications to support EMS system data collection.
1. As health information systems evolve, the Contractor agrees to work with CVEMSA and local hospitals to establish, and/or participate in, a Health Information Exchange ("HIE") with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and CVEMSA agree to meet and confer over that impact to cost or revenue.

8.5. Records and Required Reports

A. Personnel Reports:

1. Contractor shall maintain status of all EMS personnel employed by Contractor in CVEMSA license management system. Should CVEMSA discontinue the electronic interface, Contractor shall at a minimum, provide CVEMSA with a list of all EMTs and Paramedics currently employed by Contractor monthly thereafter and shall update that list whenever there is a change throughout the year.
2. The personnel list shall include, at a minimum:
 - a. Name;

- b. California Paramedic license number and expiration date or EMT certification number and expiration date;
 - c. Expiration date of all required courses;
 - d. California Driver's License number;
 - e. Residential address; and
 - f. Email address
- B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and address turnover to the satisfaction of the CVEMSA Regional EMS Administrator.

8.6. Community Report

- A. Contractor shall provide as requested, a report to CVEMSA on community activities meeting CVEMSA requirements including, but not limited to:
 - 1. Number of conducted community education events;
 - 2. Public relations activities; and
 - 3. Employee recognition

8.7. Customer Feedback Surveys

- A. Customer Service Outreach and Customer Inquiries:
 - 1. Contractor will develop a mechanism for internal and external customers to comment on the care provided by Contractor and will provide access to comments to CVEMSA. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.
- B. Handling Service Inquiries and Complaints:
 - 1. Contractor shall log the date and time of each inquiry and service complaint and shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
 - 2. Contractor shall submit to CVEMSA, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the CVEMSA Medical Director using the CVEMSA's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.

8.8. Other Reports

- A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by CVEMSA Regional EMS Administrator.
- B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational

issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION 9: ASSIGNMENT, RIGHT OF FIRST REFUSAL, AND SUB-CONTRACTING

9.1. Notice and Approval by County

Contractor understands that County has entered into this Agreement based upon the Contractor's qualifications. Contractor acknowledges it is required to maintain these qualifications throughout the term of this Agreement.

Contractor shall not assign, or sell, any rights or obligations under this Agreement without prior written approval by County. Contractor understands that County reserves the right to obtain and review records, including financial records, from any proposed Assignee to determine the ability of the proposed Assignee to satisfactorily meet the performance of this Agreement. Contractor shall require Assignee to disclose to County, prior to any assignment or sale, any and all records that County determines is necessary to evaluate the proposed Assignee's ability to satisfactorily perform this Agreement.

Approval by County of any assignment or sale, of Contractor's rights and obligations under this Agreement, whether in whole or in part, will be based upon Contractor demonstrating to County's satisfaction the following conditions:

- A. Proposed assignee must demonstrate its ability to equal, or exceed, the established qualifications of Contractor. This shall include current or previous experience in providing quality high performance ALS services to a contiguous population equal to, or greater than, that of Zone EOA 2.
- B. Proposed assignee must demonstrate its ability to perform all obligations of this Agreement, including the following:
 - i. Coverage Requirements
 - ii. Staffing Requirements
 - iii. System Status Management Plan
 - iv. Communications
 - v. Vehicle Requirements
 - vi. Communication Equipment
 - vii. Data Collection and Reporting
 - viii. Personnel Plan (Including Local Management Structure)
 - ix. Medical Control
 - x. User Fees
 - xi. Billing Procedures
 - xii. Maintenance of Equipment
 - xiii. Audits and Inspections
 - xiv. Term of Agreement

xv. Insurance Requirements

Should the proposed assignee demonstrate to County's satisfaction that it can satisfactorily perform this Agreement, or the relevant portion thereof proposed for assignment or sale, County will approve the assignment, which approval may be reasonably withheld. County may also object and refuse to consent to any assignment, or sale, of the performance of this Agreement if County determines that the assignment, or sale, is not in the public interest.

Any assignment, or sale, of all or any portion of this Agreement made contrary to the provisions of this section is a material breach of this Agreement and may be deemed void by County in its sole discretion. Contractor shall provide written notice to County at least ninety (90) days prior to the effective date any proposed assignment or sale, which notice shall include, at a minimum, a written proposal to County from the proposed Assignee demonstrating its qualifications to perform this Agreement, or the relevant portion thereof. County's 90-day period to review and respond to the notice shall not run until such time as the notice tendered fully complies with this section. County's failure to approve the proposed assignment or sale in writing shall be deemed a denial of Contractor's request.

9.2. Right of First Refusal

A. *First Right of Refusal.* Contractor agrees that it is in the public's best interest to achieve greater efficiencies and economies of scale through consolidation of exclusive operating areas, and that it would be in the public's best interest to reduce the overall cost to the taxpayers from duplicative oversight and monitoring by CVEMSA. Therefore, Contractor agrees that it shall not sell, or agree to sell, the exclusive right to provide 9-1-1 emergency ambulance services with advanced life support ("ALS") transport within the County of Sonoma exclusive operating area Zone EOA 2 (Exhibit 2 as provided for in Sections 1797.224 of the California Health and Safety Code) without first offering to sell the right to the EMS Entity then in contract with the County of Sonoma to provide service to the zone designated EOA 1 ("EOA 1 Provider"). This right of first refusal shall be triggered by any transfer, conveyance, assignment, lease, hypothecation, or pledge of all or any portion of the operating area Zone EOA 2.

B. *Notice/Terms and Conditions of Sale.* Before Contractor sells, or agrees to sell, the exclusive right to provide 9-1-1 emergency ambulance services with advanced life support ("ALS") transport within the County of Sonoma exclusive operating area Zone EOA 2, Contractor shall offer ("the Offer") to sell the right to EOA 1 Provider, in writing and on terms and conditions substantially identical to those proposed for the sale to a third party. The Offer shall, at a minimum, include the following information: (a) the purchase price proposed for the sale to the third party; (b) the method of purchase price payment; (c) the amount and terms of any proposed buyer financing in connection with the proposed purchase; (d) the amount of any earnest money deposit; (e) the time and location for the close of escrow; (f) the name of the proposed purchaser; and (g) the other material terms and conditions of the proposed sale. Contractor further agrees to provide to EOA 1 Provider with any and all information that CVEMSA determines necessary for EOA 1 Provider's purposes in

evaluating the Offer, including but not limited to any appraisals of the rights proposed for sale.

- C. *Acceptance.* EOA 1 Provider's discretion to accept the Offer is conditioned on County's concurrence that EOA 1 Provider can duly perform this Agreement in accordance with Section 9.1. EOA 1 Provider shall have ninety (90) days from the date of the Offer to accept the Offer ("the Acceptance Period") by delivering to Contractor a written notice of acceptance on or before the close of business on the last day of the Acceptance Period. The Acceptance Period shall be extended at County's request if Contractor's Offer to to the EOA 1 Provider is not made concurrently with notice to County in accordance with Section 9.1. If EOA 1 Provider fails to accept the Offer on or before the last day of the Acceptance Period, the Offer shall be deemed rejected and Contractor may then consummate the proposed sale transfer, conveyance, assignment, lease, hypothecation, or pledge of all or any portion of the operating area Zone EOA 2, subject to all review and approval procedures set forth in Section 9.1.
- D. *Closing.* If EOA 1 Provider accepts the Offer, Contractor shall have thirty (30) days following acceptance of the Offer ("the Closing Period") to consummate the purchase of the exclusive right pursuant to terms agreed upon between the Contractor and current provider of EOA 1 negotiating in good faith. Any agreement between Contractor and EOA 1 Provider shall be subject to all conditions of this Agreement, including review and prior approval by County, required above in Section 9.1.

9.3. Sub-contracting

Contractor shall not sub-contract any portion of this Agreement without prior written consent of County, and any subcontract agreement made contrary to the provisions of this section may be deemed void by County and will constitute a material breach of this Agreement.

9.4. Additional Assignment or Subcontracting Restrictions

Contractor shall not assign, sell, or subcontract, the exclusive operating rights to any area within EOA 2 beyond the Term of this Agreement, as defined in 1.2 Agreement Term.

At the end of the Agreement Term, as it may be amended from time to time, County will review Contractor's, or Assignee's, demonstrated compliance and quality of care, and County may renew the Agreement under Health and Safety Code §1797.224, or County may select another provider of services for EOA 2 in accordance with all competitive procedures as may apply in County's determination.

SECTION 10: ADMINISTRATIVE REQUIREMENTS

10.1. Regulatory and Policy Requirements

- A. Contractor shall provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulation, Title 22, Division 9, and CVEMSA Policies and Procedures and all other applicable State and Federal requirements, including any amendments or revisions thereof.
- B. Contractor shall follow all direction provided by CVEMSA Regional EMS Administrator, her/his designee, or CVEMSA Medical Director.

- C. Contractor will cooperate with CVEMSA's ongoing development of policies and procedures for appropriate patient care.

10.2. Personnel

Workforce and Diversity. The Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed and/or accredited. Field personnel with bilingual skills reflecting the diversity of languages spoken in Sonoma County are highly valued. Contractor is encouraged to ensure diversity in the workforce and address diversity alignment with its communities served.

10.3. Work Schedules and Human Resource Issues

- A. Contractor shall employ reasonable work schedules and conditions. Provider fatigue and the impairment associated with fatigue pose a significant safety risk for patients, partners, and others in the community. Patient care must not be compromised by impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest.
- B. At least 51% of the Contractor's proposed schedule shall be Contractor's full-time employees.
- C. Contractor's work schedules and assignments will provide reasonable working conditions for ambulance, and Field Supervisor personnel. Neither ambulance nor Field Supervisor personnel shall be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance and Field Supervisor personnel shall have sufficient rest periods to ensure that they remain alert and well rested during work periods.
- D. Average unit hour transport utilization ratios for Contractor's ambulance crews regularly scheduled to work in excess of twelve (12) hours must not exceed 0.40. Contractor shall track unit hour utilization and, upon request, make that data available to CVEMSA.

10.4. Personnel Licensure and Certification

- A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check. All Contractor's field and administrative employees must meet CVEMSA policies for certification and training.
- B. All of Contractor's ambulance and Field Supervisor personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, accredited in Sonoma County. Certification and accreditation requirements are as stated on CVEMSA website and the website of the State EMS Authority.
- C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by CVEMSA and/or the State of California including but not limited to copies of current and valid EMT Certification and Paramedic License and Accreditation documentation for all emergency medical personnel including supervisory and management staff

performing services under this Agreement. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to CVEMSA with a correlating corrective action plan. Contractor's failure to cure repetitive non-compliance with the provisions of this paragraph may constitute breach of this Agreement.

D. Contractor shall participate in the DMV Employer Pull Notice ("EPN") program.

10.5. Personnel Training

A. Training and Continuing Education Program Requirements:

1. Contractor shall maintain approval in Sonoma County as an EMS Continuing Education Provider (CE provider), as defined in California Code of Regulations, Title 22, Division 9, Chapter 11:
 - a. Contractor must provide a comprehensive training/education program for all paramedic and EMT personnel. Joint training sessions for ambulance and fire service first responders are encouraged. Such a program shall be subject to approval by CVEMSA and include, but not be limited to:
 - i. Advanced training for EMT staffing ALS ambulances;
 - ii. Orientation to the Sonoma County EMS System;
 - iii. Customer service and cultural sensitivity;
 - iv. Pre-accreditation field evaluation for paramedics; and
 - v. Post-accreditation education, supervision, evaluation.

10.6. Paramedic Training Requirements

A. Cardiopulmonary Resuscitation Certification:

1. All paramedics shall be certified in cardiopulmonary resuscitation ("CPR") and have a current course completion card in CPR for the Professional Rescuer, issued by the American Heart Association, or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by CVEMSA Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified paramedics performing services under this Agreement.

B. Advanced Cardiac Life Support (ACLS) Certification:

1. All paramedics shall have a current ACLS Course Completion Card, issued by the American Heart Association or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by the CVEMSA Medical Director and adequate to ensure competency in the skills included in the ACLS curriculum.

2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all ACLS qualified paramedics performing services under this Agreement.

C. Trauma Training:

1. All paramedics shall be certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by CVEMSA Medical Director and adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

D. Pediatric Education:

1. All paramedics shall be certified in one of the following pediatric training programs:
 - a. Pediatric Education for Prehospital Personnel (PEPP) Pediatric Advanced Life Support (PALS), or
 - b. Contractor shall document that each paramedic has satisfactorily completed comparable training approved by CVEMSA Medical Director and adequate to ensure competency in the skills included in the PEPP/PALS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PEPP/PALS qualified paramedics performing services under this Agreement.

E. Bariatric Training:

Contractor's paramedics shall have documented training provided by Contractor for the safe movement and transport of morbidly obese patients.

10.7. EMT Training Requirements

A. Cardiopulmonary Resuscitation Certification:

1. All EMT shall be certified in cardiopulmonary resuscitation ("CPR") and have a current course completion card in CPR for the Professional Rescuer, issued by the American Heart Association, or the Contractor shall document that each EMT has satisfactorily completed comparable training approved by CVEMSA Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified EMTs performing services under this Agreement.

B. Bariatric Training:

Contractor's EMTs shall have documented training for the safe movement and transport of morbidly obese patients provided by Contractor.

10.8. Company Orientation

- A. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be approved by CVEMSA and include at a minimum:
 - 1. Provider agency policies and procedures;
 - 2. Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers;
 - 3. Ambulance and equipment utilization and maintenance;
 - 4. Continual orientation to customer service expectations;
 - 5. Performance improvement, and
 - 6. The billing and reimbursement process, and compliance.

10.9. EMS Orientation

- A. Contractor shall ensure that all field personnel, not previously employed in Sonoma County attend a company orientation to the Sonoma County EMS System which shall be approved by CVEMSA.
- B. This orientation shall offer an overview of the Sonoma County EMS system, review of CVEMSA Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and Local Optional Scope practices.

10.10. Incident Management

- A. Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training.
 - 1. Contractor shall train all ambulance personnel, supervisory personnel, and management personnel in the Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS), consistent with federal, state, and local doctrine. At this time, training standards include:
 - a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS- 800 and SEMS
 - b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS- 700, IS-800, and SEMS
 - c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS

10.11. Multi-Casualty Response

- A. Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under CVEMSA Multi-Casualty Incident Plan

including training in the EMResource system and prepare them to function in the medical/health portion of the Incident Command System.

- B. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

10.12. Stress Management and Employee Resilience

- A. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
- B. Contractor's programs and any changes made to the programs shall be approved by CVEMSA Regional EMS Administrator.

10.13. Behavior Health Management Training

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on-going basis.

10.14. Driver Training

- A. Contractor shall provide emergency vehicle operator's course (EVOC) training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.
- B. Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation for ambulance and field supervisory personnel.

10.15. Communicable Disease and Infection Control

- A. Contractor shall have a CVEMSA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- B. The Contractor shall maintain and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

10.16. Additional Qualifications and Training

- A. Contractor may offer and/or require additional personnel qualifications and training beyond CVEMSA requirements.
- B. The County may add or delete requirements during the term of this Agreement as educational requirements change.

10.17. Workforce Wellness Program

Contractor will have an employee wellness programs to include activities such as company-sponsored exercise, weight-loss, educational seminars, tobacco-cessation programs, and health screenings that are designed to help employees eat better, lose weight, and improve their overall physical health.

10.18. Health and Safety

- A. Contractor shall have a CVEMSA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.
- B. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- C. The Health and Safety program shall include, at a minimum:
 - 1. Pre-screening of potential employees (including drug testing);
 - 2. Initial and on-going driver training;
 - 3. Lifting technique training;
 - 4. Hazard reduction training;
 - 5. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues;
 - 6. Involvement of employees in planning and executing its safety program; and
 - 7. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.
- D. Contractor's health, safety and risk mitigation process will include, at a minimum:
 - 1. Gathering data on all incidents that occur among the Contractor's workforce;
 - 2. Analyzing the data to find causative factors and determine preventive measures;
 - 3. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
 - 4. Gathering health and safety information as required by law;
 - 5. Implementing training and corrective action on health and safety related incidents, as required by law;
 - 6. Providing initial and on-going training on safe practices and interventions; and
 - 7. Providing safe equipment and vehicles.
- E. Contractor shall provide adequate Personal Protective Equipment ("PPE") to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not limited to; rescue operations and motor vehicle collisions. The Contractor shall select

this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by CVEMSA.

F. Personal Protective Equipment shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:

1. Head (i.e. safety helmet);
2. Eyes (i.e. safety helmet face shield or goggles);
3. Ear protection;
4. Skin (i.e. jacket and gloves); and
5. Respiratory protection (i.e. face masks and N95 masks).

10.19. Evolving OSHA and Other Regulatory Requirements

- A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.
- B. Contractor shall make health screening and all currently recommended immunizations available to its high-risk personnel at no cost.

10.20. EMT Training Program and Support of Local EMS Training Activities

- A. In an effort to continually bring new caregivers into Contractor's EOA, Contractor shall:
1. Offer educational opportunities for EMT students to participate in ride-alongs on Contractor's ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor;
 2. Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in Sonoma County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program.

10.21. Participation in EMS System Development

CVEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. CVEMSA requires Contractor to actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.

10.22. Community Education

- A. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with CVEMSA, other public safety and EMS-related groups.
- B. Contractor shall:
 - 1. Annually plan and implement definitive community education programs, including:
 - a. Support pilot program educating medical clinics and Skilled Nursing Facilities (“SNF”) on accessing and efficient use of 9-1-1, and collaborate with stakeholders for possible facility expansion;
 - b. Chest Pain Awareness, Hands-Only CPR, and Stop the Bleed initiatives;
 - c. Stroke Awareness;
 - d. Every 15 Minutes/DUI Awareness;
 - e. Fall Prevention;
 - f. National Night Out neighborhood awareness;
 - g. Sonoma County Safe Kids Coalition; and
 - h. Sonoma Safe Halloween Program.
 - 2. Collaborate with CVEMSA and invite dispatch to participate in offering free of charge education to hospital and skilled nursing facilities and medical clinics on effective access and efficient utilization of the 9-1-1 system on an annual basis. This program will build relationships that influence the public’s perception of the EMS system within these care communities and provide training to facility staff on:
 - a. Sonoma County's EMS response;
 - b. How to be prepared when calling 9-1-1;
 - c. Requests for EMS with Physician Ordered Life Sustaining Treatment (“POLST”) in place; and
 - d. What EMS responders will need when they arrive.
 - 3. Deliver training on chest pain awareness, hands-only CPR, and Stop the Bleed on an annual basis to community members in partnership with fire services.
 - 4. Provide planning support for the annual National Stroke Alert Day distribution of community education FAST handout cards, funding support for the FAST cards, and staff to assist in the distribution of the educational cards to community members. In collaboration with the Pacific Stroke Association, Bells Ambulance Service will hand out FAST cards annually throughout the life of the contract.

5. Partner with the California Highway Patrol (“CHP”) Every 15-Minutes and other DUI reduction programs and provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.23. Environmentally Friendly Business Practices

It is the intent of the specifications, terms, and conditions within this Agreement to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products.

10.24. Recycling

- A. Sonoma County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.
- B. Some examples of environmentally friendly practices include:
 1. Backhauling product packaging to the supplier for reuse or recycling;
 2. Shipping in bulk or reduced packaging;
 3. Using soy bean-based inks for packaging printing; and
 4. Using recycled product packaging or using recyclable or reusable packaging material the County encourages all Contractors for goods and services to adhere to these principles where practical.

10.25. Conformity with Laws and Safety

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor’s failures to comply with such laws, ordinances, codes and regulations.

10.26. Equal Employment Opportunity Practices Provisions

- A. Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran’s status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- B. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without

regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.

- C. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
- D. If requested to do so by CVEMSA, Contractor shall provide access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its sub-contracts.
- F. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- G. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its sub-contracts.

10.27. Drug Free Workplace

Contractor shall maintain a drug-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

10.28. Time of Essence

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.29. Accidents

- A. If a death, serious personal injury, vehicle accident or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of a CVEMSA Unusual Occurrence Report (as per CVEMSA Policy), Contractor shall immediately notify CVEMSA by contacting dispatch and speaking with CVEMSA Duty Officer on call.
- B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant CVEMSA the opportunity to review and inspect such evidence, including the scene of the accident.

10.30. Worker's Compensation

Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from CVEMSA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

SECTION 11: FISCAL REQUIREMENTS

11.1. Pricing, Billing, and Collections

- A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.
- B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 3. Contractor shall not discount its rates less than the rates set forth in Exhibit 3, except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy).
- C. Contractor shall submit any requested revisions to this list of charges to the CVEMSA Regional EMS Administrator for approval prior to instituting any new charges. Such approval shall be in the sole discretion of CVEMSA Regional EMS Administrator. Approval, however, shall not be unreasonably withheld.
- D. Contractor shall not receive a subsidy from County for the performance of any services described within this Agreement. Nothing herein shall prohibit County from entering into a separate agreement(s) with Contractor.

11.2. Dedicated Standby

Contractor may charge a reasonable fee to the responsible party(-ies) for a dedicated ALS standby ambulance at an event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

11.3. Medicare and Medi-Cal

Contractor will accept assignment from Medicare and Medi-Cal for patients meeting the medical necessity requirement.

11.4. Rate Adjustments

- A. CVEMSA's intent for this Agreement is to provide a business model that will provide a high quality, stable, long term, efficient and cost-effective 9-1-1 emergency ambulance service with advanced life support (ALS) and basic life support (BLS) transports.
- B. User fees identified in Exhibit 3 shall be increased annually to adjust for inflation which shall be based on the Bay Area Consumer Price Index (CPI) for general or medical expenses and/or other appropriate indexes reflecting increased costs of operations. CVEMSA recognizes that traditional CPI rate increases may not keep pace with Contractor's cost increases, and desires to ensure that Contractor's financial stability is balanced with the desire to keep ambulance fees as low as possible.
- C. In the event that CPI-based rate adjustments do not compensate for the increased cost of operating the 9-1-1 ambulance service. Should the Contractor, based on erosion of earnings, requires more than the CPI adjustment,, the Contractor may request an additional rate increase, which shall be subject to approval by the CVEMSA Regional EMS Administrator in order to ensure a fair and appropriate cost to residents and visitors to the EOA service areas. The CVEMSA Regional EMS Administrator's decision will be informed by documentation submitted by the provider to substantiate

the need for a rate increase. Such documentation may include but are not limited to system statements, audited financial report, collection rate and payer mix.

- D. The Contractor may propose rate changes to CVEMSA no more frequently than annually unless the Contractor can demonstrate to the satisfaction of CVEMSA that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Proposer, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.
- E. CVEMSA reserves the right, in its sole discretion, to conduct a local program audit in the event that the Contractor requests a fee increase in excess of ten percent (10%). Any increase of 10% or greater must be approved by CVEMSA and the Sonoma County Board of Supervisors and will require a program audit to conclude whether the Contractor is complying with the financial and operational terms and conditions of the contract. CVEMSA will hire the auditor and the cost of the audit will be paid by the Contractor. The auditor will identify key agreement terms and conditions, and review the related documentation (e.g., invoices, agreement amendments, regulatory requirements, accounting records, financial reports, correspondence). The audit report will provide findings, conclusions and recommendations related to the Contractor's compliance. Failure of the Contractor to comply fully with the audit shall result in denial of the requested User Fee increase.
- F. User fees identified in Exhibit 3 shall be increased annually to adjust for inflation which shall be based on the Bay Area Consumer Price Index (CPI) for general or medical expenses and/or other appropriate indexes reflecting increased costs of operations.

11.5. Billing and Collection Services

- A. Contractor shall contract for or self-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.
- B. Contractor shall be responsible for humane billing and collection practices. Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.
- C. Contractor's billing and collection practices shall not be burdensome or oppressive and will be in accordance with all State and Federal laws and regulations.
- D. Contractor's accounts receivable management system will be capable of timely response (within two [2] business days) to patient and third- party payor inquiries regarding submission of insurance claims, dates, and types of payments made, itemized charges and other inquiries.
- E. There will be staff available at the Contractor's local headquarters to provide an initial response to questions regarding patient bills. Contractor will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.

- F. Direct patient billing statements will be itemized so that all charges are clearly explained. Each charge to the patient shall be listed separately. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or paper.
- G. Contractor shall not engage in collections at the time of service including but not limited to at-scene, en-route, or upon delivery of the patient unless approved by CVEMSA and in accordance with policies and procedures approved by CVEMSA.
- H. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
- I. If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.6. Financial Hardship Policy and County Programs

- A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. The policy shall extend discounts to patients who are at or below 250% of the Federal Poverty Level standards, ineligibility for Medi-Cal/Medicaid or other third-party coverage, as well as extenuating circumstances.
- B. For patients who are medically cleared and require transport from a Sonoma County receiving hospital for Behavioral Health hospitalization (WIC § 5150) within the County, Contractor must offer a low cost, safe and efficient non-ambulance transportation solution to Sonoma County hospitals.

11.7. Accounting and Payments to CVEMSA

A. Invoicing and Payment for Service:

The Contractor shall pay CVEMSA on or before the 30th day after receipt of any invoice. Any disputes of the invoiced amounts shall be resolved in this thirty-day period. If they have not been resolved to CVEMSA's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received by the last day of the next month. Failure of Contractor to pay liquidated damages to CVEMSA as specified within the timeline identified herein shall constitute material breach of this Agreement. CVEMSA warrants that the amounts payable are substantially less than its actual costs of providing such services.

- B. Invoicing for Response Compliance Liquidated Damages CVEMSA will calculate and invoice monthly damages based on the finalized monthly compliance reports.

C. CVEMSA Oversight & Monitoring Services

The Contractor shall transmit to CVEMSA an annual Oversight & Monitoring Service fee of \$41,700 adjusted annually to the increase reflected by Bay Area CPI index for general expenses or medical care, whichever is greater. All fees will be

invoiced by CVEMSA by January 1 of each calendar year and all fees will be payable within 60 calendar days unless a monthly or quarterly payment schedule is negotiated with CVEMSA.

D. Online Compliance Monitoring Program Support and Maintenance:

The Contractor will be required to pay the annual support and maintenance fees relevant to the EOA for an online compliance surveillance platform. Current yearly fees are \$15,000 and be annually adjusted to the increase reflected by Bay Area CPI index for general expenses or medical care, whichever is greater.

E. Contractor shall pay all Liquidated Damages and/or other financial penalties to CVEMSA pursuant to the terms of this Agreement.

11.8. Taxes

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

SECTION 12: GENERAL AGREEMENT REQUIREMENTS

12.1. Training Documentation Retention

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMTs performing services under this Agreement.

12.2. Audits and Inspections

- A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.
- B. With reasonable notification and during normal business hours, County, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to County at County office or other mutually agreeable location. County 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 contracts as legally permissible.
- C. Contractor shall make available a Year-end Financial Report to the CVEMSA Regional EMS Administrator for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the CVEMSA Regional EMS Administrator on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Sonoma County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for Sonoma County contract services available to County to audit as requested.

- D. Contractor may be required by County to provide CVEMSA with periodic report(s) in the format approved by the CVEMSA Regional EMS Administrator to demonstrate billing compliance with approved/specified rates.

12.3. Annual Performance Evaluation

- A. CVEMSA will evaluate the performance of the ambulance provider annually through the Emergency Medical Care Committee (EMCC) or a committee designated by the CVEMSA Regional EMS Administrator. Contractor shall produce an annual performance report as required by the CVEMSA Regional EMS Administrator, which at a minimum, shall include the following in the performance evaluation:
1. Documentation of Contractor's overall compliance with the terms and conditions of this Agreement;
 2. Objective documentation of Contractor's compliance with Response Time Standards
 3. Objective documentation of effectiveness of Contractor's quality management program in assuring the consistent delivery of high-quality clinical care;
 4. Objective and auditable documentation of Contractor's financial performance and stability;
 5. Documentation of actions of Contractor's personnel in collaborating with CVEMSA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County;
 6. Objective and subjective documentation of satisfaction of Contractor's customers;
 7. Objective documentation of community engagement by Contractor, including education and prevention activities.

12.4. Continuous Service Delivery

Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with CVEMSA to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, Contractor agrees that there is a public health and safety obligation to assist CVEMSA in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5. Material Breach and Provisions for Termination of This Agreement

- A. County shall have the right to terminate this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to timely correct such material breach (if a right to cure is applicable) in accordance with Section 12.8 following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder.
- B. County reserves the right to immediately terminate this Agreement if in the reasonable determination of the CVEMSA Regional EMS Administrator continued

service by Contractor poses an immediate threat to public health and safety and such matter cannot be cured by Contractor within the time periods set forth below.

12.6. Definitions of Breach

- A. Conditions and circumstances that shall constitute a “material breach” by Contractor shall include but not be limited to the following:
1. Willful failure of Contractor to operate the 9-1-1 emergency ambulance services with advanced life support (ALS) and basic life support (BLS) transport system in a manner which enables CVEMSA or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated material breaches shall constitute a material breach;
 2. Willful falsification of data supplied to CVEMSA by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;
 3. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
 4. Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a “lame duck” period;
 5. Willful attempts by Contractor to intimidate or otherwise punish non-management (management) employees who desire to sign contingent employment contracts with competing Proposers during a subsequent proposal cycle;
 6. Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
 7. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
 8. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
 9. Repeated failure of Contractor to meet Response Time requirements after receiving notice of non-compliance from the CVEMSA Regional EMS Administrator;
 10. Repeated failure of Contractor to pay liquidated damages to CVEMSA on or before the 30th day after receipt of the invoice;
 11. Failure to employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of the CVEMSA Regional EMS Administrator and/or CVEMSA Medical Director at any time during the course of this Agreement term;

12. Failure of Contractor to provide and maintain the required insurance as described in Exhibit 5;
13. Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, Response Time data, or financial data, within the time periods specified;
14. Any failure of performance, clinical or other, which is reasonably determined by the CVEMSA Regional EMS Administrator and confirmed by the CVEMSA Medical Director to constitute an endangerment to public health and safety; or
15. Failure of Contractor to comply with the vehicle lease provisions, if applicable.

12.7. County's Remedies

A. Termination:

1. If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement.

B. Emergency Takeover

1. In the event County terminates this Agreement for material breach, County may elect to exercise right of Emergency Takeover.
2. All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

12.8. Provisions for Curing Material Breach

A. Specifications:

1. In the event the CVEMSA Regional EMS Administrator determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, County shall give Contractor written notice, by regular mail, setting forth with reasonable specificity the nature of the material breach.
2. Except where CVEMSA Regional EMS Administrator reasonably determines that the breach presents an immediate threat to public health and safety requiring an immediate termination of this Agreement, Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice (to the extent such matter may reasonably be cured within 30 days) and the reason such material breach endangers the public's health and safety. However, within three business days of receipt of such material breach notice, Contractor shall deliver to County, in writing, a plan of action to cure such material breach unless such matter is of such nature that an immediate threat to the public health and safety is present requiring a response within 24 hours of Contractor's receipt of the material breach notice. If, within County's reasonable determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to County in a timely manner, County terminate this Agreement and elect to Emergency Takeover as set forth in Section 12.7.

3. Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the Emergency Takeover. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a material breach has occurred, shall be initiated, and shall take place only after the Emergency Takeover has been completed.
4. Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with County to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by County was made in error.
5. For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

12.9. No Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

12.10. Termination

A. Written Notice:

This Agreement may be canceled immediately by written mutual agreement of the Contractor and the County.

B. Failure to Perform:

If Contractor fails to cure a material breach under the terms of Section 12.8 or the County invokes an Emergency Takeover in accordance with Section 12.11 of this Agreement, County, upon written notice to Contractor, may immediately terminate this Agreement. 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 shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid Contractor a fee for services within Sonoma County, without prejudice to County's rights otherwise to recover its damages. County and Contractor may meet and confer regarding County's assumption of sums due to Contractor.

12.11. Emergency Takeover

A. Specifications:

1. In the event County reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in CVEMSA Regional EMS Administrator's sole determination, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to County. If the County concurs that a breach has occurred, and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by County of Contractor's ambulances and comfort stations. Such Emergency Takeover shall be effected within not more than 72 hours after County's action.
2. In the event of an Emergency Takeover, County may lease for a period of twelve (12) months any and all service vehicles used by the Contractor in the performance under the Agreement, including, but not limited to, fully equipped ambulances and Supervisor vehicles, for one dollar (\$1.00) per month per vehicle. County may also lease Contractors stations for one dollar (\$1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by County to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by County in accordance with EMSA requirements. Such Emergency Takeover lease shall be subject to the terms of the Standby Lease Agreement attached as an Exhibit to this Agreement.
3. Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision.
4. In the event of Emergency Takeover, Contractor shall deliver ambulances and stations to County in mitigation of any damages to County resulting from Contractor's material breach. All funds recovered, and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous 9-1-1 emergency ambulance services with advanced life support ("ALS") transport and Basic Life Support (BLS) transport. Examples of how funds will be used are: personnel salaries and benefits, equipment and supplies, building and vehicle lease payments, and insurance premiums.
5. County shall have the right to authorize the use of Contractor's vehicles, equipment and ambulance stations by another company or entity. Should County require a substitute Contractor to obtain insurance on equipment, vehicles or rest stations, or should County choose to obtain insurance on vehicles/equipment/ ambulance stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.
6. Contractor shall maintain and provide to County a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license

numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide 9-1-1 emergency ambulance services with advanced life support (“ALS”) transport hereunder shall be reported to County within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of any Emergency Takeover.

12.12. “Lame Duck” Provisions

A. Conditions:

1. Contractor’s obligations under this Agreement shall terminate upon the expiration of the Term hereunder. Notwithstanding the foregoing, should this Agreement not be renewed or extended due to an impending procurement process, Contractor agrees to reasonably continue to provide services required under this Agreement until the County or a new entity approved by County assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an period not to exceed 180 days. To ensure continued performance consistent with the requirements in this Agreement through any such period, the following provisions shall apply:
 - a. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel;
 - b. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor’s service;
 - c. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed;
 - d. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its non-management 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. The current service provider acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations;

- e. County recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. County shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc.

12.13. Federal Healthcare Program Compliance Provisions

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, emergency and ALS ambulance services, including 9-1-1 Emergency Ambulance Services with Advanced Life Support (ALS) Transport and those associated with employees.

12.14. Medicare 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 regulatory approach program 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).

12.15. Health Insurance Portability and Accountability ACT (HIPAA)

- A. 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 Department of Health and Human Services. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations will be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations. The three major components of HIPAA include:
 - 1. Standards for Privacy and Individually Identifiable Health Information.
 - 2. Health Insurance Reform: Security Standards.
 - 3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

12.16. State and Local Regulations Compliance Provisions

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with County policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by state Medi-Cal and other state and federally funded programs.

12.17. Permits and Licenses

- A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.

- B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.
- C. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.
- D. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

12.18. Compliance with Laws and Regulations

All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.19. Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement or allocation of overhead and that is not inconsistent with the terms of this Agreement. In the event Contractor does private work outside of this Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding this Agreement shall clearly identify the relation and percentage shared.

12.20. Retention of Records

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

12.21. Product Endorsement/Advertising

Contractor shall not use the name of Sonoma County or CVEMSA for the endorsement of any commercial products or services without the prior express written permission of CVEMSA Regional EMS Administrator.

12.22. Observation and Inspections

- A. A CVEMSA representative may ride along on any of Contractor's ambulances or Supervisor Vehicles at any time, subject to applicable law, to observe Contractor's staff to ensure they conduct themselves in a professional and courteous manner, are following CVEMSA policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.

- B. A CVEMSA representative may inspect any of Contractor's ambulances or Supervisor Vehicles at any time to ensure they meet the requirements of this Agreement.
- C. At any time during normal business hours and as often as may be reasonably deemed necessary by County, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment contracts, and other documentation for CVEMSA to fulfill its oversight role, as applicable by law.
- D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to CAD, AVL, mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at CVEMSA. Contractor shall also ensure remote access to same for authorized personnel as specified by CVEMSA Regional EMS Administrator at Contractor's cost.

12.23. Omnibus Provision

Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

12.24. Rights and Remedies Not Waived

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the County, except as specified herein. The acceptance of work under this Agreement shall not be held to prevent maintenance of an action for failure to perform work in accordance with this Agreement.

12.25. Consent to Jurisdiction

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. Venue shall lie in Sonoma County, California.

12.26. End-Term Provisions

Contractor shall have one hundred and eighty (180) days after termination of this Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.27. Cost of Enforcement

If County or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work under this Agreement, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and

expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the prevailing party following a final decision or exhaustion of all appeals.

12.28. Independent Contractor

- A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind. This being understood, County may assist with grants and or other opportunities to improve patient care where contractor may have need for government assistance to meet grant requirements.
- B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.
- C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.
- D. Contractor does, by this Agreement, agree to perform her/his said work and functions at all times in strict accordance with currently approved methods and practices in her/his field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County concerned.
- E. Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

12.29. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify CVEMSA, County, County's Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided

that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

12.30. Insurance

Contractor shall at all times during the term of the Agreement with County maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 5 and will comply with all those requirements as stated therein. County and all parties as set forth on Exhibit 5 shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.31. Performance Security

Contractor must be able to obtain and maintain in full force and effect, throughout the term of the Agreement a performance guarantee of one (1) million dollars in the form of cash or letter of credit or performance security bond. This is one option:

- A. A performance bond issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to County.

12.32. Conflicts of Interest; Confidentiality

Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with County that Contractor has no present, and will have no future, conflict of interest between providing County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County or the CVEMSA Regional Administrator.

12.33. Headings

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

12.34. Debarment and Suspension Certification

- A. Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to, 29 CFR 97.35, 45 CFR 75.213 and Executive Order 12549. By signing this Agreement Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; and
 - 2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

12.35. Ownership of Documents

- A. Contractor hereby assigns to County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.
- B. Contractor also hereby assigns to County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.
- C. Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants County and any assignee of County an express royalty – free license to retain and use said Documents and Materials. County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in this Agreement have been fully performed or paid for.
- D. In Contractor's contracts with sub-contractors, Contractor shall expressly obligate its Sub-Contractors to grant County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.
- E. Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and

incorporated into the work as set forth in this Agreement, and shall defend, indemnify and hold County harmless from any claims for infringement of patent or copyright arising out of such selection. County's rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

12.36. Modification and Amendment

The terms of this Agreement may be modified by mutual consent of County and the Contractor in writing. Acceptable modifications include changes to improve the efficiency of the EMS System, to reduce costs, or to improve clinical care. This includes but may not be limited to: 1. modifying rates of patient charges; 2. waiving, increasing or reducing liquidated damages; 3. modifying Response Time Standards and/or response patterns; or 4. implementing case management, alternative destination, non-ambulance transport programs and/or assess, treat, and refer programs as they evolve in Sonoma County and/or California based on emerging clinical evidence or science. If an agreed-to modification requires approval by EMS Authority, Contractor agrees to assist in obtaining that approval, if requested by CVEMSA Regional EMS Administrator. All changes to the Agreement shall be approved by CVEMSA Regional EMS Administrator and County following standard contract amendment procedures.

12.37. Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

SECTION 13: AGREEMENT EXHIBITS

Exhibit 1: Definitions and Terms

Exhibit 2: County of Sonoma Bells Ambulance Service Exclusive Operating Area

Exhibit 3: Contractor User Fees

Exhibit 4: Response Time Standards

Exhibit 5: Insurance Requirements

Exhibit 6: Standby Lease Agreement

Exhibit 7: Liquidated Damage Assessment Example

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

Pamela Bell Simmons, Owner
Bell's Healdsburg Ambulance Service, Inc.

Dated

COUNTY OF SONOMA:

Approved; Certificate of Insurance on File with County:

Director or Designee
Department of Health Services

Dated

Approved as to Substance:

Coastal Valleys EMS Agency

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

Privacy & Security Officer

Dated

EXHIBIT 1: DEFINITIONS AND TERMS

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, 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 a base hospital.

Agreement - The agreement between County and Contractor awarded pursuant to the 9-1-1 Emergency Ambulance Services with ALS and BLS Transports Request for Proposal solicitation.

ALS Unit – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT and one paramedic.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

At Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate

Automated External Defibrillation (AED) – A procedure to delivery electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

AVL – Automatic vehicle locator.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

BLS Unit – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

California Division of Occupational Safety and Health Agency (CAL/OSHA) – State agency that protects and improves the health and safety of working men and women in California.

Call Prioritization – A process in which requests for service are prioritized based on predefined and audited criteria.

Cardio-Pulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

Code 2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with County policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code 3 Call – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with County policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) – A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Continuity of Operations Plan – Continuity of Operations Plan (COOP) is part of a principle called continuity of operations that helps to ensure trouble-free operations through unanticipated events.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contractor - The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.

County Systems - The information technology infrastructure of Sonoma County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County - Sonoma County

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Center – Redwood Emergency Dispatch Communications Authority (REDCOM) is the CVEMSA authorized, accredited, emergency medical dispatch center that is a 911 public safety answering point or secondary 911 public safety answering point for all of Sonoma County. AMR operates REDCOM which serves as the single secondary Public Safety Answering Point (“PSAP”) for Sonoma County by providing emergency medical dispatch services for all 911 medical requests and dispatches emergency ambulances in accordance with Contractor’s deployment or system status plan.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Medical Services Committee (EMCC) - Health & Safety Code 1797.274 and 1797.276, establishes an EMCC with membership prescribed and appointed by the County Board of Supervisors. The EMCC acts as an advisory body to its Board of Supervisors and CVEMSA on all matters relating to the delivery of emergency medical services.

Emergency Medical Dispatch (EMD) – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service. EMD includes but is not limited to personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

EMS Agency – the Coastal Valleys EMS Agency (CVEMSA) is a State and County authorized service agency to coordinate and regulate local emergency service for a 5 county EMS system in California including Sonoma County.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

En-Route Time (Out of Chute) – The elapsed time from unit alert to unit en-route. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

Fire First Responder – EMR, BLS and ALS Fire departments in the Sonoma County JPA.

First Responder – An agency with equipment and staff (e.g., fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Fractile Basis – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile Response Time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – Legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Key Employee - Employees of the Contractor jointly identified by CVEMSA and the Contractor as possessing unique skill and experience that was a material consideration in CVEMSA's decision to award a contract.

LEMSA – Local EMS Agency. The agency, department, or office having primary responsibility for administration of emergency medical services in a county and which is designated under Health & Safety Code Sections 1797.200 et seq. Local EMS Agency; see CVEMSA.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC – Mobile data computer

MHOAC - The Medical Health Operational Area Coordinator (MHOAC) Program is authorized by the California Health and Safety Code Section 1797.153. The MHOAC position represents the single point of contact for the MHOAC program and is responsible for monitoring and ensuring adequate medical and health resources are in place during a local emergency.

Multi-Casualty Incident (MCI) – **An event has taken place that results in more victims than are** normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director – shall mean the CVEMSA Medical Director, contracted to oversee the medical control and quality assurance programs of the Sonoma County EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance – shall refer to: 1. responses into the Sonoma County EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2. responses by the Contractor to

service areas outside the Sonoma County EOA for the purpose of assisting the ground transport provider in that service area.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Non-Emergent Interfacility Transfer - The term used to denote a condition or situation in which an individual has not experienced a sudden or unexpected change in their medical condition and does not meet the EMD protocol for a life threatening or non-life threatening emergency, and where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician, and whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in Sonoma County shall be one (1) paramedic and one (1) EMT.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a “post” may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect

Public Access Defibrillation (PAD) – A program that place automatic external defibrillators throughout communities.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

Response Time Exception – A variance from Response Time standards which when approved by CVEMSA is deemed a compliant call at the Response Time Standard and shall be included in Response Time compliance calculations.

Response Time Exemption – A late or specified other response which when approved by CVEMSA shall be excluded from Response Time compliance calculations and financial penalties.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Response Time Compliance Zone - There is one (1) Response Time Compliance Zone in EOA 2. This zone may contain a mix of urban/semi-rural, rural and remote/wilderness Response Time Areas.

Secondary Public Safety Answering Point - A Secondary PSAP is able to receive voice and data of an Enhanced 911 call transferred from a Primary PSAP, and to complete the 911 process by dispatching law enforcement, ambulances, firefighters or other responders.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the “unit hours” of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

EXHIBIT 2: COUNTY OF SONOMA BELLS AMBULANCE SERVICE EXCLUSIVE OPERATING AREA

The Bells Ambulance EOA 2 is depicted on the map attached as Exhibit 2. This is specifically described as follows:

101 corridor from Larkfield in the south to Geyserville in the north. Napa County line to the east and mid-point to the coast in the west.

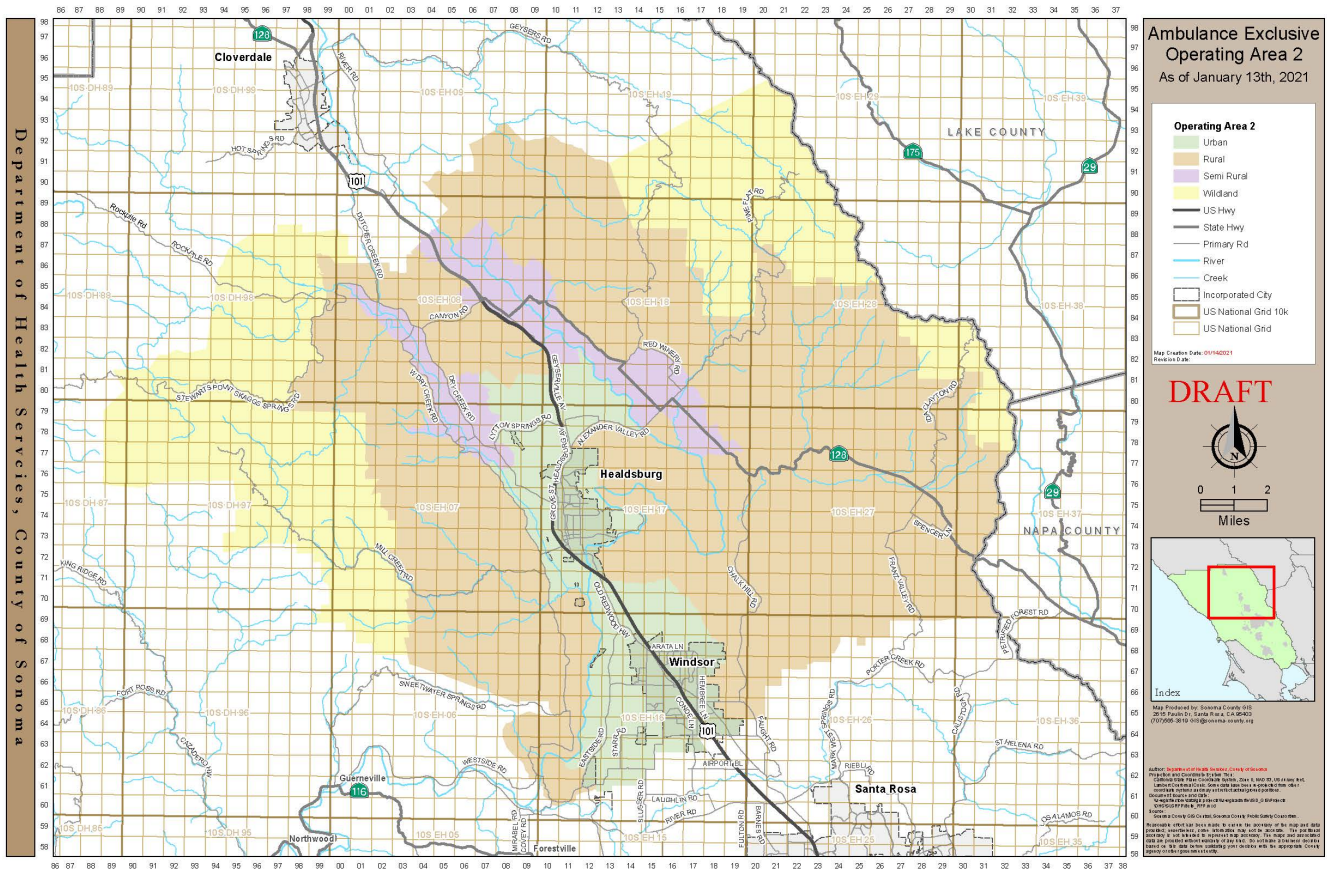


EXHIBIT 3: CONTRACTOR USER FEES

Contractor shall be entitled to charge patient for the services rendered according to the patient fee schedule below:

Contractor's User Fees – 9-1-1 System	Effective 12/1/2021
Base Rate	2,735.00
Night Charge	70.00
Oxygen	90.00
Mileage	37.20
Technology and Equipment Upgrade Fund	0
Treat, Non-transport rate	Billed Charges

No rate increase will be considered for the first year of the contract.

EXHIBIT 4: RESPONSE TIME STANDARDS

Response Time Requirements		
NAEMD Determinant Response Code	ALS Ambulance or FRALS	
Urban Response to 90 percent of calls each month		No call to exceed
Charlie, Delta, and Echo	6:59	11:59
Alpha & Bravo	11:59	15:59
Semi-Rural Response to 90 percent of calls each month		
Charlie, Delta, and Echo	13:59	17:59
Alpha & Bravo	17:59	21:59
Rural Response to 90 percent of calls each month		
Charlie, Delta, and Echo	28:59	32:59
Alpha & Bravo	32:59	37:59
Wilderness Response		
Charlie, Delta, and Echo	ASAP – audit each call	
Alpha & Bravo	ASAP – audit each call	
With FRALS on scene, transport unit response times are as follows:	ALS Ambulance	
Urban Response Transport unit to 90 percent of calls each month		
Delta, and Echo	10:59	
Alpha, Bravo & Charlie	15:59	
Semi-Rural Response Transport unit to 90 percent of calls each month		
Delta, and Echo	17:59	
Alpha, Bravo & Charlie	21:59	
Rural Response Transport unit to 90 percent of calls each month		
Delta, and Echo	32:59	
Alpha, Bravo & Charlie	37:59	

EXHIBIT 5: INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. **The County of Sonoma and CVEMSA (Coastal Valleys EMS Agency) their officers, agents, and employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limit: \$3,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance
- a. Minimum Limits: Medical Malpractice coverage \$3,000,000 per claim or per occurrence; \$3,000,000 annual aggregate – Cyber Liability Coverage \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
 - c. If Contractor’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

- ii. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: **Emergency Ambulance Services Agreement, Sonoma County Contract No. 2021-1124.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, Department of Health Services
Attn: DHS – Contract & Board Item Development Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa, CA 95405
Email: DHS-Contracting@sonoma-county.org

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT 6: STANDBY LEASE AGREEMENT

THIS STANDBY LEASE AGREEMENT ("Lease") is entered into as of _____ between the County of Sonoma ("Lessee" or "County"), and Bell's Healdsburg Ambulance Service, Inc. ("Lessor" or "Contractor").

WHEREAS, Lessor and Lessee have entered into a 9-1-1 Emergency Ambulance Services with Advanced Life Support ("ALS") Transport Agreement ("9-1-1 Agreement"), that permits the Lessee to take over the 9-1-1 system under certain conditions; and

WHEREAS, in the event of Lessee's takeover of the 9-1-1 system, Lessor desires to lease certain ambulances, certain items of equipment, and certain facilities (collectively "Equipment") specified on Leased Equipment Attachment hereto, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. Lease of Equipment. Lessee leases from Lessor the Equipment specified on "Schedule A." Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.
2. Conditions Precedent to Lease. The conditions precedent to this Lease being effective shall be: a) A declaration by Lessee that Lessor has committed a material breach under the 9-1-1 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the 9-1-1 Agreement; and d) Lessee delivers to Lessor a certificate from the County certifying that the County has elected to take over the 9-1-1 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.
3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the condition's precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.
4. Rent. Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 12.11 of the 9-1-1 Agreement. Any nonpayment of Rent or other amounts payable under this Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the higher rate of: a) Twelve percent (12%); or b) the maximum amount allowed by law.
5. Use. The Equipment will be used for operating the 9-1-1 system. Lessee shall not remove the Equipment from County without obtaining Lessor's prior written consent.
6. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all

applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.

7. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.
8. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.
9. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.
10. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
11. Insurance. Lessee shall, at its sole expense, carry and maintain insurance against such risks for the Equipment. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence satisfactory to Lessor showing that such insurance coverage is, and will remain in effect, in accordance with Lessee's obligations under this Section. Lessor shall not, however, cancel any insurance Lessor carries for the Equipment without notification to Lessee of Lessor's intent to cancel ten (10) days prior to any cancellation. Lessor's failure to timely inform Lessee of its intent to cancel any insurance shall void Lessee's liability under paragraph 9 (Risk of Loss) if Lessee fails to timely obtain insurance under this section.
12. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due, all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment.
13. Limited Warranty. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for

any particular purpose, the quality of the material of the material or workmanship of the equipment.

14. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: a) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or b) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.
15. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:
 - a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or
 - b. By notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.
16. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the 9-1-1 Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.
17. Miscellaneous. This Lease (including the Leased Equipment Attachment hereto): a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; b) may be amended only by written instrument executed by both parties; c) may not be assigned by either party without the written consent of the other party; d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; e) shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein; f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and g) shall not be effective until executed by both parties.

The parties executing this Lease Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

CONTRACTOR:

Pamela Bell Simmons, Owner
Bell's Healdsburg Ambulance Service, Inc.

Dated

COUNTY OF SONOMA:

Approved; Certificate of Insurance on File with County:

Director or Designee
Department of Health Services

Dated

Approved as to Substance:

Coastal Valleys EMS Agency

Dated

Approved as to Form:

Sonoma County Counsel

Dated

EXHIBIT 6 - SCHEDULE A: LEASED EQUIPMENT ATTACHMENT

The leased items shall include:

1. All ambulance stations including, but not limited to, comfort stations utilized by Contractor at the time breach is declared; and
2. All ambulances, bariatric ambulances, Supervisor vehicles, and support vehicles, not to total less than the maximum used at any point during the 9-1-1 Agreement prior to emergency take over and their associated medical equipment, medical supplies, and communication equipment, including but not limited to, information technology such as computers and mobile data gateways to perform emergency ambulance services as required by this Agreement; and
3. In addition, Contractor shall make available to the County its on-hand medical supply inventory located at its main headquarters (438 Powell Ave. / P.O. Box 726, Healdsburg, CA 95448).

EXHIBIT 7: LIQUIDATED DAMAGE ASSESSMENT EXAMPLE

Penalty Assessment Example Until Full Implementation of an Online Compliance Utility Program.

PERFORMANCE SUMMARY		
Period		Jan-21
ON-TIME COMPLIANCE		
North and South Zones		
Response	North Zone	South Zone
Charlie, Delta, and Echo		
Urban	91.20%	88.50%
Suburban	93.40%	91.40%
Rural	94.20%	92.40%
Wilderness	ASAP	ASAP
Alpha & Bravo		
Urban	93.10%	93.50%
Suburban	93.20%	97.20%
Rural	91.30%	92.40%
Wilderness	ASAP	ASAP

TYPE	PENALTY (\$)	QTY	TOTAL (\$)	PENALTY BREAKOUT
MONTHLY COMPLIANCE				
89-89.99%	500.00		0.00	PROPOSER
88-88.99%	750.00	1	750.00	COMPLIANCE - \$750.00
87-87.99%	1,250.00		0.00	EXT RESPONSE - \$500.00
86-86.99%	2,000.00		0.00	OTHER - \$375.00
85-85.99%	3,000.00		0.00	
<85%	4,000.00		0.00	
EXTENDED RESP				
EXT RESP 10-15	250.00	2	500.00	
EXT RESP >15	375.00		0.00	
OTHER				
MECH FAILURE	250.00		0.00	
FAIL RPT SCENE	125.00	3	375.00	TOTAL DAMAGES - \$1,625.00

This is an example only of a monthly penalty report, showing infractions in each category. FirstWatch Online Compliance Utility or other program will look different when fully implemented.

Monthly Compliance:

In the monthly response compliance, one EOA Contractor scored an on-time compliance of 88.5% in the South Zone, resulting in a \$750 penalty. Therefore \$750 penalty is assessed.

Extended Response:

Contractor had two calls with an extended emergency response time of 12 minutes over limit and one call 13 minutes over limit resulting in \$500 in penalties.

Other:

On three occasions this month, contractor ambulances failed to notify dispatch or indicate their arrival “on-scene” resulting in a \$375 penalty.

Penalty Breakout:

The total monthly penalties for the Proposer are shown on the right-hand side and reflect the amount of payment that will be paid directly to CVEMSA as Sonoma County EMS System TrustFunds.