1. **Contract Identification.**

   **Department:** Health Services — Emergency Medical Services

   **Subject:** Emergency Ambulance Services (Emergency Response Area(s) 1, 2, and 5, except for those portions of ERA 1 which are contained within the Moraga-Orinda Fire Protection District

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

   **Contractor:** AMERICAN MEDICAL RESPONSE WEST, INC. (DBA AMERICAN MEDICAL RESPONSE)

   **Capacity:** Corporation

   **Address:** 7575 Southfront Road, Livermore, California 94550

3. **Term.** The effective date of this Contract is **12:01 a.m. on July 1, 2005.** It terminates on **12:00 midnight on June 30, 2010,** unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Contractor under this Contract shall not exceed $ **Not Applicable.**

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

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

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

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: **Not Applicable**
9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: Health and Safety Code Sections 1797 et seq., California Government Code §§ 26227 and 31000 and all legal authorities cited in the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.

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

   
   **COUNTY OF CONTRA COSTA, CALIFORNIA**

   
   **BOARD OF SUPERVISORS**

   By [Signature]

   [Name]

   **ATTEST:**

   Clerk of the Board of Supervisors

   By [Signature]

   [Name]

   **CONTRACTOR**

   **Name of business entity**

   AMERICAN MEDICAL RESPONSE WEST, INC. (DBA AMERICAN MEDICAL RESPONSE), a CALIFORNIA CORPORATION

   By [Signature]

   (Signature of individual or officer)

   [Name]

   **Name of business entity**

   AMERICAN MEDICAL RESPONSE WEST, INC. (DBA AMERICAN MEDICAL RESPONSE), a CALIFORNIA CORPORATION

   By [Signature]

   (Signature of individual or officer)

   [Name]

   
   **Note to Contractor:** For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L2.
APPROVALS/ACKNOWLEDGMENTS
(base of Services – Long Form)
Number 23-024-24

APPROVALS

RECOMMENDED BY DEPARTMENT

By: [Signature]

FORM APPROVED
COUNTY COUNSEL

By: [Signature]

Deputy

APPROVED: COUNTY ADMINISTRATOR

By: [Signature]

Designee

ACKNOWLEDGMENT

STATE OF CALIFORNIA )
County of Alameda ) ss.

On June 25, 2005, before me, Angela M. Au, Notary Public,
(insert name and title of the officer), personally appeared Louis K. Meyer and
Timothy J. Daco,

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

WITNESS MY HAND AND OFFICIAL SEAL

Angela M. Au
Signature

(Seal)

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

L-2 (Page 1 of 1)
1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor: [Check one alternative only.]

   1. a. $___________ monthly,
   
   1. b. $___________ per unit, as defined in the Service Plan,
   
   1. c. $___________ after completion of all obligations and conditions herein, or
   
   [X] d. County will reimburse Contractor for transportation of patients for whom County is financially responsible, as provided in section X.D.2. of the Service Plan. County will also reimburse Contractor for optional services purchased pursuant to section X.D.3. of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands. Said demands shall be made on County Demand Form D-15 and in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1., (Payment Amounts) above.

3. **Penalty for Late Submission.** When Contractor fails to submit to County a timely demand for payment as specified in Paragraph 2., (Payment Demands) above, and as a result of Contractor’s late submission the County is unable to obtain reimbursement from the State of California or otherwise; to the extent the County’s recovery of funding is prejudiced, County shall not pay Contractor for such services, even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to the Contractor when, in the opinion of the County expressed in writing to the Contractor, (a) the Contractor’s performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate County, State or Federal audit agencies occurring as a result of its performance of this Contract. Contractor also agrees to pay to the County within 30 days of demand by County the full amount of the County’s obligation, if any, to the State and/or Federal government resulting from any audit exceptions, to the extent such are attributable to the Contractor’s failure to perform properly any of its obligations under this Contract.

Initials: ________________
Contractor  County Dept.
I. **SERVICE ACTIVITIES.** Contractor shall provide ambulance services, subject to all the terms and conditions contained or incorporated herein, and subject to Contractor’s proposal dated November 4, 2004, and Contractor’s “Supplemental Information and Commitment” dated February 9, 2005 (“Contractor’s Proposal”), which are on file with County’s Emergency Medical Services Agency located at 1340 Arnold Drive, Suite 126, Martinez, CA and incorporated herein by reference, except that in the case of any conflicting provisions, the provisions contained in the Service Plan, Special Conditions, General Conditions, and Exhibits shall prevail. Such services shall be provided in accordance with the requirements of Health and Safety Code Sections 1797 et seq., Division 48 of the Contra Costa County Ordinance Code, and all regulations promulgated thereunder, and in accordance with any amendments or revisions thereof. In performing services hereunder, Contractor shall work cooperatively with County’s Health Services Director or his designee, the Emergency Medical Services Agency Director (also referred to herein as "Contract Manager").

A. **Scope of Service.**

1. Contractor shall provide emergency ambulance services, as requested by the County’s designated public safety dispatch center(s), in County-specified Emergency Response Areas (ERA) 1, 2 and 5 except for those portions of ERA 1 contained within the Moraga-Orinda Fire Protection District (“Service Area”). Emergency ambulance ERAs are delineated in the map entitled "Emergency Response Areas of Contra Costa County", as amended, which is on file in the office of the Emergency Medical Services Agency and Clerk of the Board of Supervisors.

2. Contractor shall provide ambulance services as requested by Contra Costa Health Services for transport of patients from or to its facilities.

B. **Basic Services.** In consideration of the County’s referral to Contractor of emergency ambulance service requests originating in the Service Area Contractor shall perform the following services:

1. Contractor shall provide emergency ambulance services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of this Contract, without regard to the patient’s race, color, national origin, religious affiliation, age, sex, or ability to pay.

2. Services outlined in Contractor’s Proposal. Contract Manager may authorize a delay in implementation of certain contract specifications for up to ninety (90) days from Contract execution.

3. Contractor shall provide 24 hours per day/7 days per week, at no cost to the County, four (4) paramedic quick response vehicles (QRV’s), staffed with at least one paramedic to be located in areas of the County and at locations approved by Contract Manager. County will use its best efforts to help identify locations for basing QRV’s in the designated service areas. If Contractor and County are unable to identify a suitable location for basing a QRV, County may request and Contractor shall provide additional services or resources equivalent to the cost of providing the QRV.

II. **CLINICAL AND EMPLOYEE PERFORMANCE STANDARDS.**

A. **Continuous Quality Improvement Program.**

1. Contractor shall maintain a comprehensive continuous quality improvement (CQI) program approved by Contract Manager and consistent with County’s CQI program. Contractor shall not modify its approved CQI program without prior approval by Contract Manager.
2. **Quality Improvement Processes.**
   a. Contractor’s clinical quality improvement (CQI) program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care. Contractor’s involvement will require at a minimum those activities included in Exhibit A, attached hereto and incorporated herein by this reference.
   b. Contractor agrees that Contractor’s Medical Director and clinical quality improvement staff will have high levels of interaction and collaborative involvement with the County’s EMS Medical Director and quality improvement staff.
   c. Contractor’s system-wide quality and performance improvement programs shall incorporate all activities and components delineated in its Proposal.

3. **Clinical Quality Improvement (CQI) Staff Commitment.** Contractor shall provide CQI staff to coordinate and provide Contractor’s CQI activities. CQI staff with duties and responsibilities as described in Contractor’s Proposal shall include:
   a. A physician Medical Director. The Medical Director shall meet regularly with the EMS Medical Director and participate in County quality improvement activities.
   b. A full time Registered Nurse CQI Manager, based in Contra Costa County and reporting directly to Contractor’s Director of Operations for Contra Costa County, to direct Contractors internal and system-integrated CQI activities.
   c. A full time EMS Epidemiologist/Clinical Data Analyst, who shall be made available to work directly with the County and the EMS Medical Director to gather, analyze, and report system wide clinical performance data as specified by the County.
   d. A full time Information Technologist who shall be responsible for maintaining functionality of Contractor’s electronic patient care reporting system.
   e. A full time Clinical Education Specialist (CES) Paramedic Coordinator to perform assigned CQI activities.
   f. A full time Paramedic Field Training Coordinator to develop and conduct required training programs for prehospital personnel.
   g. A Regional CES Director.
   h. A minimum of eighty (80) compensated hours per month for Field Training Officers (FTO’s) to oversee the training and evaluation of new employees and to provide critical CQI function.
   i. A minimum of twenty (20) additional compensated hours per month for experienced field personnel to act as Peer Field Coaches.

4. **Integrated Quality Leadership Council.** Contractor shall implement and coordinate an Integrated Quality Leadership Council to identify, evaluate and recommend solutions to common issues related to an integrated EMS response. The Council shall include representatives from fire agencies providing paramedic service within Contractor’s service area.

5. **Coordination of Data Gathering and Quality Improvement Efforts.** Contractor shall endeavor to identify and support implementation of a technological tool to fully integrate electronic records and alignment of data sets system wide, in cooperation with the County and fire services. Full integration shall be capable of the following within the Service Area:
   a. Allow for quantitative reporting of overall clinical performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison and greater collaborative research opportunities.
   b. Provide real-time data to fire agencies for use in fire CQI activities.

Initials: [Signature]  "Contract"  "County Dept."
SERVICE PLAN

6. **Clinical and Operational Benchmarking and Research.** Contractor shall use benchmarking of Key Clinical Indicators (KCI) and Key Performance Indicators (KPI) as tools for measuring Contractor’s performance. In addition Contractor shall:
   a. Use benchmarking along with other QI tools to evaluate and set goals for improving the clinical and non-clinical performance of Contractor’s personnel. Benchmarking and Key Performance and Clinical Indicators to be used at a minimum are identified in Exhibit A. Contractor shall provide periodic reports detailing progress in those items according to a schedule approved by Contract Manager.
   b. Provide data developed through Contractor’s CQI process to the EMS Agency for use in evaluating EMS system performance and in setting system improvement goals.
   c. Incorporate any County approved benchmarking tools developed during the Contract period into Contractor’s CQI process.
   d. Initiate and actively participate in pre hospital research projects.

B. **Personnel.**

1. **Credentials.** All of Contractor’s ambulance personnel responding to emergency medical requests shall be currently and appropriately credentialled.
   a. Contractor shall retain on file at all times, copies of all current and valid licenses, certifications, and/or accreditations of all emergency medical personnel performing services under this Contract.
   b. Contractor shall be responsible for ensuring that all ambulance personnel are currently credentialled at all times when assigned to provide ambulance services.
   c. Contractor shall provide County with a list of Contractor’s currently employed paramedics and EMT-Is, and shall update that list whenever a paramedic or EMT-1 leaves or enters Contractor’s employ. The personnel list shall include, at a minimum, the name, address, telephone number, CPR expiration dates, other personnel requirements identified in Contractor’s Proposal, and California Driver’s License number of each person on the list. For each paramedic, the list shall also include the paramedic’s California paramedic license and expiration date and ACLS, PEPP, and BTLS (or PHTLS) expiration dates.

2. **Paramedic Minimum Qualifications.** Contractor’s paramedic personnel assigned to provide paramedic service under this Contract must meet the following minimum qualifications:
   a. Currently licensed as a paramedic in the State of California.
   b. Currently accredited as a paramedic in Contra Costa County.
   c. Currently certified in Advanced Cardiac Life Support (ACLS) according to the American Heart Association.
   d. Currently certified in Basic Trauma Life Support (BTLS) according to the American College of Emergency Physicians, or, in Prehospital Trauma Life Support (PHTLS) according to the American College of Surgeons except that new paramedic employees assigned to work with a currently BTLS or PHTLS certified partner may have up to three (3) months to obtain said certification.
   e. Currently certified in Pediatric Education for Prehospital Professionals (PEPP), except that new paramedic employees assigned to work with a currently PEPP certified partner may have up to three (3) months to obtain said certification.
   f. Currently certified in cardiopulmonary resuscitation (CPR) equivalent to the current American Heart Association’s Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care at the Healthcare Provider level and automatic electronic defibrillator utilization.

Initials

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g. Current State of California driver’s license, ambulance driver’s license, and a Medical Examiner certificate.

h. Currently certified as an emergency vehicle operator according to the Emergency Vehicle Operator Course (EVOC) or equivalent training or equivalent training.

3. **Emergency Medical Technician-I (EMT-I) Minimum Qualifications.** Contractor’s EMT-I personnel assigned to provide EMT-I service under this Contract must meet the following minimum qualifications:

   a. Currently certified as an EMT-I in the State of California.
   
   b. Current State of California driver’s license, ambulance driver’s license, and a Medical Examiner certificate.
   
   c. Currently certified in cardiopulmonary resuscitation (CPR) equivalent to the American Heart Association’s Guidelines 2000 for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care at the Healthcare Provider level and automatic electronic defibrillator utilization.
   
   d. Currently certified as an emergency vehicle operator according to the Emergency Vehicle Operator Course (EVOC) or equivalent training or equivalent training.

4. **Company Orientations and On-Going Preparedness.**

   a. Contractor shall orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, Contractor’s policies and procedures; EMS system overview; EMS policies and procedures; radio communications; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the county and in surrounding areas; and ambulance and equipment utilization and maintenance.
   
   b. Contractor’s orientation program shall include field training and evaluation by Contractor’s Field Training Officers (FTO’s). The field-training component of Contractor’s orientation shall be a minimum of seventy-two (72) hours for paramedics and forty-eight (48) hours for EMT-I’s.

C. **Field Supervision.** Contractor shall provide within County three Field Supervisors, one Field Supervisor on-duty in each area of the county (west, east, and central) providing 24-hour coverage, 7 days a week. The Field Supervisors shall be authorized to act on behalf of the Contractor in all field operational matters.

D. **Leadership and Supervisory Training.** Contractor shall provide, at no cost to the employee:

   1. Educational, developmental and informational courses and materials to assist interested employees selected by Contractor in preparing themselves to successfully compete for promotions or other internal work opportunities.
   
   2. On-going training and development programs for Contractor’s managers and supervisors.

E. **Quality Improvement Hotline.** Contractor shall establish a QI Hotline giving customers and system participants the ability to leave commendations or suggestions for service improvements on a voice mailbox. The hotline number will be publicized at local healthcare facilities, First Responder stations, and public safety agencies. Members of the Contractor’s QI/Leadership Team are to be automatically notified via pager of any incoming calls. Incidents that require feedback are to be attended to by the end of the next business day.

F. **Confidentiality and HIPAA.** Both County and Contractor agree to take appropriate steps to maintain confidentiality of patient data used in quality improvement processes. Both County and Contractor agree to comply with requirements of State and federal law, including the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as applicable.
G. **Continuing Education (CE) Program Requirements.** Contractor shall establish a regional EMS training program within the County. Through this program, Contractor shall provide a full spectrum of continuing education opportunities to both Contractor’s and Fire Service personnel, as specified further in section VII.D., below, including ACLS, PHTLS, and PEPP. Contractor’s CE shall include the use of performance and outcome indicators.

1. Training programs designed to meet County contract requirements for paramedics and other educational programs shall include those requirements listed in Exhibit B, attached hereto and incorporated herein by this reference.

2. Contractor’s training program may include physician-approved internet based CE.

3. Contractor shall assure program content meets ongoing education requirements for Contra Costa County and the State of California licensure/certification.

4. Contractor shall work with fire service agencies and Contractor’s Northern California Training Institute (NCTI) staff to accredit Contractor’s personnel and Fire Service personnel as instructors for the various class offerings at NCTI. Contractor will remunerate those instructors or their agencies as may be agreed.

H. **Character Competence and Professionalism of Personnel.**

1. Contractor shall require professional and courteous conduct and appearance at all times from Contractor’s employees. Contractor shall address and correct any occasional departure from this standard of conduct.

2. Contractor shall assure that all of Contractor’s employees in the performance of their work are competent and holders of appropriate licenses and permits in their respective professions and shall conduct a criminal record check before hiring new employees.

I. **ALS Ambulance Services Accreditation.** Within fourteen (14) months of the beginning of the Term of this Contract, the Contractor shall attain Accreditation as an “ALS Ambulance Service” through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization. Contractor shall maintain its accreditation throughout the term of this Contract.

J. **Diversity Awareness.**

1. Contractor shall adopt and enforce policies and practices to assure equal employment opportunity.

2. Contractor shall participate along with the County in the development of a cultural-competency training program and materials for emergency responders. Contractor shall assure employees possess culturally appropriate skills when interacting with the diverse County population.

K. **Work Schedules and Human Resource Issues.** Contractor shall:

1. Conduct employment matters with its employees including managing personnel and resources fairly and effectively in a manner that ensures compliance with this Contract.

2. Fulfill all employee commitments as set forth in Contractor’s Proposal and Supplemental Information and Commitment.

III. **OPERATIONS PERFORMANCE STANDARDS.**

A. **Emergency Response Zones (ERZ’s).** For ambulance staffing and response time monitoring, reporting and compliance purposes the Service Area has been divided into five (5) ERZ’s. Exhibit H, attached hereto and incorporated herein by this reference, illustrates the following ERZs:
SERVICE PLAN

1. **ERZ A**: The territory of the City of Richmond.
2. **ERZ B**: The territories of the City of El Cerrito, Kensington Fire Protection District, City of Pinole, Rodeo-Hercules Fire Protection District, Crockett-Carquinez Fire Protection District, and that portion of the Contra Costa County Fire Protection District covering San Pablo, El Sobrante, North Richmond, and other areas of western Contra Costa County.
3. **ERZ C**: That portion of the territory of Contra Costa County Fire Protection District covering Concord, Clayton, Lafayette, Martinez, Pleasant Hill, and other areas of central Contra Costa County.
4. **ERZ D**: That portion of the territory of Contra Costa County Fire Protection District covering Antioch, Oakley, Pittsburg, Bay Point, and other areas of east Contra Costa County.
5. **ERZ E**: The territory of the East Contra Costa County Fire Protection District.

B. **Ambulance Staffing/Personnel Preparation.**

1. **Ambulance Staffing**: Subject to Section III.B.2 below, all ambulances providing emergency ambulance services under this Contract shall be staffed and equipped to provide advanced life support (ALS) care. A paramedic shall be the primary caregiver for all patients, emergent and non-emergent, and shall accompany patients in the back of the ambulance in accordance with current EMS policy.

   a. **ERZ A**: Contractor shall staff ambulances assigned to provide coverage in ERZ A with a minimum of two (2) paramedics. In the event that Contractor dispatches an ambulance staffed with only a single paramedic to respond to a location within ERZ A, Contractor shall immediately respond with a second paramedic to that incident and shall report to County as “arrival on scene time” the arrival time of the second paramedic.

   b. **ERZ B**: Contractor shall initially staff ambulances with a minimum of two (2) paramedics, but, subject to the approval of the Contract Manager, may phase in one (1) paramedic and one (1) EMT-I staffing as local fire agencies transition to paramedic staffing.

   c. **ERZ C and D**: Contractor may staff ambulances with a minimum of one (1) paramedic and one (1) EMT for responses to requests originating in ERZ’s C and D.

   d. **ERZ E**: Contractor shall staff ambulances primarily assigned to ERZ E with a minimum of two (2) paramedics for responses to requests originating in ERZ E.

2. Contractor may send Basic Life Support (BLS) units staffed with two (2) EMT’s to requests for multi-unit response and to any calls in which a County designated Communications Center determines BLS response is appropriate according to emergency medical dispatch protocols and procedures approved by County.

3. At Contractor’s sole option, the requirement for EMT staffing levels on any or all units may be enhanced to higher levels of training without additional obligation of the County.

C. **Response Time Performance Standards.** Contractor’s response time on requests for paramedic emergency medical service originating from within Contractor’s service area shall meet the response time standard as measured within any consecutive thirty (30) day period.

1. **Potentially Life Threatening Emergency Response.** (Priority 1 - Currently dispatched as Code 3). When contacted by a County designated Communications Center, Contractor shall respond paramedic ambulances to potentially life threatening emergency ambulance requests originating within Contractors areas of responsibility with maximum response times as follows:

\[\text{Initials: Contractor} / \text{County Dept.}\]
SERVICE PLAN

a. Ten minutes and zero seconds (10:00) to calls originating in ERZ A, except for rural-designated areas as set forth in Exhibit C.
b. Eleven minutes forty-five seconds (11:45) to calls originating in ERZ’s B, C, D, and E, except for rural-designated areas as set forth in Exhibit C.
c. Sixteen minutes forty-five seconds (16:45) to calls in rural-designated areas of Bethel Island and Discovery Bay. A map of these areas is attached hereto as Exhibit I and incorporated herein by this reference.
d. Twenty minutes and zero seconds (20:00) to calls within other rural designated areas as set forth in Exhibit C.
e. If County requires Contractor to position three QRV’s within ERZ E, Contractor shall respond either by ambulance or QRV within ten minutes and zero seconds (10:00) to calls originating in non-rural designated areas of ERZ E.

2. **Non-Life Threatening Emergency Response.** (Priority 2 - To be defined by mutual agreement between Contractor and County). Contractor shall respond a paramedic ambulance to non-life threatening Priority 2 emergency ambulance requests received from a County designated Communications Center with a maximum response time of fifteen minutes and zero seconds (15:00) in designated urban/suburban areas and a maximum response time of thirty minutes and zero seconds (30:00) in designated rural areas, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.

3. **Non-Emergency Response.** (Priority 3 - Currently dispatched as Code 2). Contractor shall respond a paramedic ambulance to all non-emergency ambulance requests received from a County designated Communications Center with a maximum response time of thirty minutes and zero seconds (30:00) in designated urban/suburban areas and a maximum response time of forty-five minutes and zero seconds (45:00) in designated rural areas, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.

4. **Response Time Calculation.** Response times shall be calculated from the time call is received, as defined in a. below, until Contractor’s ambulance arrives on scene, as defined in b. below, or is cancelled by a County designated Communications Center.
   a. **Time Call Received.** For all requests for service, the "time call received" shall be the moment Contractor’s Medical Communications Center has received (either by telephone or computer data link) both sufficient location information to know a response is required and sufficient information to determine the presumptive run priority designation, or thirty (30) seconds after the call is transferred from County designated Communications Center, whichever is earlier.
   b. **Arrival On-scene Time.** Arrival on-scene time shall mean the moment an ambulance crew notifies Contractor's Communications Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient.
      i. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient’s location.
      ii. Contract Manager may require Contractor to log time “Patient Contacted” for medical research purposes. However, arrival time for patient contact intervals shall not be considered part of the contractually stipulated Response Time.

Initials: [Signature]

Contractor [Signature]
County Dept.
c. **Failure to Report Arrival On-scene Time.** In instances when ambulances fail to report an "on scene" time, the time of the next communication with that ambulance shall be used as the "at scene" time. However, Contractor may be able to document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report is produced.

d. **Upgrades.** If an assignment is upgraded prior to arrival on scene of emergency ambulance, (e.g. from priority 2 to priority 1), Contractor’s compliance and penalties shall be calculated based on the shorter of:

   i. Time elapsed from call receipt to time of upgrade plus the higher priority Response Time Standard; or

   ii. The lower priority Response Time Standard.

e. **Downgrades.** If a call is downgraded prior to arrival on scene of emergency ambulance, (e.g. from Priority 1 to Priority 2), Contractor’s compliance and penalties shall be determined as follows:

   i. If the time of the downgrade occurs after the ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or,

   ii. If the time of the downgrade occurs before the ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified in the sole discretion of the Contract Manager, the longer standard will apply.

f. **Reassignment En route.** If an emergency ambulance is reassigned en route or turned around prior to arrival on the scene by the ambulance, (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 on the scene from which the ambulance was diverted.

g. **Cancelled Calls.** If an emergency ambulance is cancelled on an assignment prior to arrival on the scene, Contractor’s compliance and penalties will be calculated based on the elapsed time from receipt of call to the time the call was cancelled.

5. **Rural Zone Reassessment.** At intervals of not less than once every three years, County will evaluate the call density changes occurring within each zone. Should the call density of any significant contiguous area within the rural zone become equal to or greater than the call density to the adjacent urban/suburban zone, then that area will be considered urban/suburban for response time compliance upon the next anniversary date of the Contract. Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the rural zones.

D. **Response Time Exceptions.** In the calculation of Contractor’s performance to determine compliance with the response time standards, every emergency request from a County designated Communications Center originating from within Contractor's assigned Emergency Response Zones shall be included except as follows:

1. **Multiple Responses.** In case of a multiple-response incident (i.e., where more than one ambulance is sent to the same incident), only the response time of the first arriving paramedic ambulance shall be counted.

2. **Responses During a Multicasualty Incident or Disaster.** The response time requirements may be suspended during a declared multicasualty incident or disaster within the County, or during a
declared disaster in a neighboring jurisdiction to which ambulance aid is being provided as requested by County, when Contract Manager determines that said event has had a material impact on availability of Contractor's resources.

3. **Good Cause.** Under the Direction of the Health Services Department Director, the Contract Manager may allow exceptions to response time requirements for good cause at the Contract Manager’s sole discretion. At a minimum, the asserted ground(s) for exception must have been a substantial factor in producing a particular excess response time and Contractor must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to, incorrect or inaccurate dispatch information received from County designated Communications Center, disrupted voice or data radio transmission; mobile data terminal failure; material change in dispatch location; computer aided dispatch failure; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by road construction or inclement weather, e.g., fog; unavoidable delays caused by trains; delays resulting from depletion of resources as a result of County-authorized mutual aid; delays resulting from depletion of resources as a result of hospital emergency department diversion or trauma center bypass; and delays resulting from off-road locations.

E. **Application for Exception.** It is Contractor's responsibility to apply to Contract Manager for an exception to a required response time.

1. **Exception Request Procedure.** For each response time exemption request, Contractor shall submit detailed documentation to Contract Manager (or designee) in writing within ten (10) business days following the incident. Contract Manager shall notify Contractor of granting or denial of said exception request within ten (10) business days of receipt of request.

2. Equipment failure, traffic congestion not caused by the incident, ambulance failure, Contractor dispatcher error, or other causes deemed to be within Contractor’s control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

F. **Penalty for Failure to Comply with Response Time Requirements.** Penalties as set forth in Exhibit D will be applied when Contractor fails to meet the response time standards established in III.C, in at least ninety percent (90.0%) of calls within any priority category within any ERZ except for Priority 1 calls in ERZ A, where penalties shall apply if Contractor fails to meet response time standards in at least ninety-five percent (95%) of calls. Penalties may be assessed for failure to meet the response time standards in any 30-day period. No penalty will be assessed for any day included in a 30-day period for which penalties have already been assessed.

G. **Documentation of Response Times.** Contractor shall document all times necessary to determine total ambulance response time, including but not limited to time call received by Contractor; time location verified; time ambulance crew assigned; time en route to scene; if cancelled en route, time cancelled prior to arrival on scene; arrival at scene time; time en route to hospital; and arrival at hospital time. All times shall be recorded on a Patient Care Report Form (PCR) and automatically documented in Contractor's computer aided dispatch system.

H. **Response Time Performance Report.** Within ten (10) working days following the end of each month, Contractor shall document and report response time performance to Contract Manager in writing, in a manner specified by the Contract Manager.
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1. Contractor shall use response time data in an on-going manner to evaluate Contractor's performance and compliance with response time standards in an effort to continually improve its response time performance levels.

2. Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

I. Phase In of Penalty Provisions.

1. Imposition of the penalties for Priority 1 paramedic ambulance responses will be effective the first day of the term of the Contract.

2. The imposition of penalties for Priority 2 or Priority 3 paramedic ambulance responses will take effect when ALL of the County designated Communications Centers dispatching Contractor’s ambulances have implemented policies and procedures approved by Contract Manager for identifying Priority 2 and Priority 3 ambulance responses and have successfully demonstrated this capability for three consecutive months.

J. Penalty Disputes. Contractor may appeal to Contract Manager, in writing within ten (10) working days of receipt of notification, the imposition of any penalty or regarding County's penalty calculations.

K. Work and Services. Contractor shall comply with all applicable Federal, State and local laws and regulations, and County EMS policies, procedures and protocols.

L. Paramedic Quick Response Vehicles (QRV’s).

1. County shall pay Contractor rates specified in Exhibit E, attached hereto and incorporated herein by this reference, as "Paramedic Quick Response Vehicle" for any additional County-authorized QRV’s over the four (4) required in Section I., B. "Basic Services”.

2. If Contract Manager determines that fewer than four (4) QRV’s are necessary, County and Contractor shall mutually agree to the provision by Contractor of an equivalent dollar amount of substitute services of comparable value consistent with applicable State and Federal laws and regulations.

3. Contractor shall not bill any patient for services that do not result in a transport.

M. Initial Deployment Plan. Contractor shall staff and deploy a minimum of six hundred seventy-two (672) QRV unit hours per week for the term of this Contract. Contractor shall staff and deploy a minimum of four thousand, twenty-four (4,024) paramedic ambulance unit hours per week throughout the term of this Contract. Compliance with this provision shall be measured monthly. Contractor shall maintain on file with County a current deployment plan specifying ambulance post locations by time of the day and day of the week. Contractor shall provide County a monthly report specifying deviations from the deployment plan on file. Contractor acknowledges and agrees with the goals of the EMS system to achieve the response time standards specified herein and to achieve timely responses in each community served. Contractor shall therefore endeavor to deploy ambulance resources in a manner consistent with this goal.

N. Stand-by. Contractor shall provide, at no charge to County or requesting agency, stand-by services at the scene of an emergency incident within its service area when directed by a County designated Communications Center. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Contract Manager must approve stand-by periods exceeding eight (8) hours in advance. Contractor shall immediately notify requesting agency Incident Commander when a Stand-by exceeding one-hour may limit Contractor’s ability to meet response time standards for the impacted ERZ and shall notify Contract Manager in writing by the following business day.

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O. **Disaster Transport Units.** Contractor shall acquire, insure, maintain, fully stock, equip and deploy six (6) reserve transport-capable vehicles to be staffed by Fire Agency personnel in pre-defined and urgent situations. These resources shall be placed in locations determined by the Contract Manager and in accordance with Contractor’s Proposal. Contract Manager may direct Contractor to provide equivalent value to the County consistent with applicable State and Federal laws and regulations in lieu of said reserve ambulances as identified in Exhibit E. County and Contractor will work to establish locations for units, and policies and procedures for use.

IV. **AMBULANCE VEHICLES AND EQUIPMENT.**

A. **Vehicles.** Ambulance vehicles shall meet the standards of Title XIII, California Code of Regulations.

1. All ambulances used by Contractor as frontline ambulances for the provision of ALS services under this Contract shall be Type III modular ambulances.
2. Frontline ambulances shall not exceed 195,000 miles on the chassis.
3. Contract Manager may authorize a delay in deploying these vehicles for up to six (6) months if, in his judgment, the time extension will facilitate ambulance dispatch by a County designated Communications Center.

B. **Vehicle Markings.**

1. Ambulance vehicles used in providing contract services shall bear the markings "Contra Costa County Emergency Medical Services" in at least four (4) inch letters on both sides. Such vehicles shall display the "911" emergency telephone number and state "Paramedic Unit", on both sides.
2. Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 911 or any other advertisement.
3. Overall design, color, and lettering are subject to the approval of the Contract Manager.

C. **Vehicle Maintenance.** Contractor shall maintain its vehicles in a good working order, consistent with the manufacturer's specifications. In addition, detailed records shall be maintained 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 so as to achieve at least the industry norms in vehicle performance and reliability.

D. **General Equipment.**

1. All of Contractor's ambulances shall carry all emergency supplies and equipment identified in the County Ambulance Equipment and Supply list on file at the EMS Agency, 1340 Arnold Drive, Suite 126 Martinez, CA. In addition, Contractor shall provide all equipment identified in Contractor’s Proposal, as approved by the Contract Manager.
2. Contractor shall maintain its vehicles, equipment, and supplies in a clean, sanitary, and safe mechanical condition at all times.
3. Contractor agrees that equipment and supply requirements may be changed with the approval of Contract Manager due to changes in technology.

E. **Failure to Meet Minimum In-Service Equipment and Supply Requirements.** County may inspect Contractor's ambulances at any time, without prior notice. Any ambulances that fail to meet the minimum in-service requirements contained in the County Ambulance Equipment and Supply list as determined by County may:

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1. Immediately be removed from service until the deficiency is corrected if the missing item is deemed a critical omission.
2. Subject Contractor to a per-incident penalty as described in Exhibit D.
3. The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. County may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

F. Equipment Exchange and Replacement.
1. Contractor shall maintain inventory control and equipment maintenance systems which keep the ambulance fleet fully stocked with quality equipment in good working order at all times.
2. Contractor’s plan for replacement of expendable equipment and supplies shall be self-sufficient and shall not rely on receiving hospital stock or billing services unless agreed to in writing by receiving hospitals.

V. COMMUNICATIONS EQUIPMENT AND Dispatch.

A. Dispatch Center. Contractor shall operate a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by County designated Communications Centers. Contractor shall be capable of receiving and replying to such requests for emergency ambulance services by voice and by the data linkage as specified in the current version of the County Message Transmission Network (MTN) Standard, which is incorporated herein by reference. A copy of the MTN standard is on file at the EMS Agency, 1340 Arnold Drive, Suite 126, Martinez, CA. Contractor's dispatch center shall be capable of dispatching all ambulance units used to provide services pursuant to this Contract.

1. Contractor shall pay for all interfaces to its computer equipment, connectivity costs, and for hardware at Contractor's dispatch facility.
2. County shall be responsible for hardware and software at County site(s).
3. County shall not impose costs upon Contractor for new dispatch system features not identified in the Request for Proposal dated September 7, 2004, without Contractor’s agreement.

B. Dispatch Center Alternative. Paragraph V.A., above, not withstanding, Contract Manager may approve arrangements for a County designated Communications Center to dispatch Contractor’s paramedic ambulances within County. County shall not establish new dispatch requirements that impose an additional cost to Contractor without Contractor’s agreement to a cost recovery mechanism.

C. Dispatcher Preparedness. Contractor shall adequately train and prepare emergency ambulance dispatchers to process emergency medical requests for service. Said dispatchers shall be given a company orientation as well as a thorough orientation to the County EMS system before being assigned to operate as part of Contractor's ambulance dispatch system.

D. Dispatch Evaluation. Contractor shall implement an on-going program for the evaluation of dispatch operations, education and training of dispatchers, and problem identification and resolution.

E. Ambulance Communication Equipment. Contractor is responsible for the communications equipment on ambulances and supervisory units used in performance of services to County.

1. Contractor shall equip all ambulances and supervisory vehicles with radio equipment for
communications with Contractor’s dispatch center on Contractor’s radio channels.

2. Contractor shall equip all supervisory vehicles with radio equipment suitable for operation on the CALCORD California On-Scene Emergency Coordination Radio System and shall maintain a cache of 10 portable CALCORD radios with vehicle chargers ready at all times for immediate deployment on ambulance units that may be used for mutual aid. Contractor shall also equip all supervisory units and the operations center with satellite telephones to allow for uninterrupted ability to communicate with designated agencies in the event of a critical system failure or catastrophic event.

3. Contractor shall equip all ambulances and supervisory vehicles with 4-channel radios for communication on County’s MEDARS radio system and with cellular telephones for ambulance to base hospital communications. County shall provide to Contractor, or Contractor may supply in accordance with County Communications’ specifications, additional two-way vehicular or portable radio equipment for communications with fire or other emergency response agencies. The following terms shall apply to all radio equipment used for communications on County frequencies:

a. Radio frequencies and communications equipment provided by the County may only be used for emergency medical response within Contra Costa County under the terms of this Contract, or as directed by a County designated Communications Center, or in compliance with policies and protocols established by County.

b. County shall designate radio frequencies for the purpose of communications with a County designated Communications Center and for ambulance-to-hospital communications.

c. Communications equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient.

d. Approved radio equipment shall be installed in conformance with existing County policies prior to assignment of a vehicle to an emergency response area. Installations and removals will be at Contractor’s expense.

e. Contractor shall obtain a certificate of inspection of approved radio equipment by County following installation and on an annual basis thereafter and shall make vehicles available for inspection of County owned radios upon reasonable request of County. Contract Manager and County Communications Division may adopt alternate procedures.

f. Specific radio equipment purchased by County at County expense for the Contractor shall remain the property of and under control of the County at all times.

g. County owned radios damaged due to accidents, malicious mischief, and acts of God, shall be repaired or replaced at County’s option by County, for which Contractor shall pay County’s actual cost of repair or replacement, or by Contractor with County’s prior approval. Equipment shall remain the property of the County.

h. Contractor shall operate communications equipment in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable County rules and operating procedures. All operators of the two-way radios shall at all times be subject to the exclusive control of County.

i. The County Communications Director must approve all radio equipment other than Contractor’s internal company system.

4. Under the Dispatch Center Alternative, Contractor shall provide all portable and mobile equipment necessary for its paramedic ambulances to be dispatched by Contra Costa Fire Protection District’s Dispatch Center as described in its proposal dated November 2004.

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F. **Hospital Communications Network.** Contractor shall provide at its dispatch center all equipment and software necessary for participation in County-designated hospital communication network and shall assure that all Contractor’s dispatchers are trained and familiar with said hospital communications network. Contractor’s dispatchers shall notify, ambulance personnel and EMS Agency staff when alerted through the hospital communications network that a hospital’s ability to accept patients in its emergency department has changed.

VI. **RECORDS, REPORTS, AUDITS, INSPECTIONS**

A. **Data and Reporting Requirements.** Contractor shall provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis.

B. **Dispatch computer.** The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment, and full audit trail documentation.

C. **Records.** Contractor shall complete, maintain and provide to County if requested, adequate records and documentation to demonstrate its performance compliance and to aid County in improving, modifying, and monitoring the EMS system as a whole.

D. **Electronic Patient Care Report (PCR) system.** Contractor’s field personnel shall use a computerized patient care reporting system, approved by Contract Manager for patient documentation on EMS system responses including patient contacts, cancelled calls, and non-transport. The PCR shall be accurately completed to include all information listed in Section 100170 of the California Code of Regulations, and information shall be distributed according to established EMS Policies and Procedures.

1. Contractor’s PCR system shall include the following characteristics at a minimum:
   a. Features to maximize accuracy of PCR documentation,
   b. Ability to auto-populate fields,
   c. Ability to print legible PCR’s at receiving facilities in accordance with EMS policy,
   d. Ability to support real time reporting and immediate access to PCR’s,
   e. Uses a highly secure and encrypted connection that meets Health Insurance Portability and Accountability Act (HIPAA) compliance in all electronic information exchanges,
   f. Ability to download EKG strips from cardia monitors and transmit data,
   g. Ability to import data from electronic monitoring equipment,
   h. Ability to use the system as a communication conduit in the field,
   i. Ability to map data points to the National Highway and Traffic Safety Administration data set (NEMSIS) and the California Emergency Medical Services Authority data set (CEMSIS) for compliance with federal and state recommendations, for clinical and demographic reporting, and for data comparison with other EMS systems,
   j. Easily queried to produce ad hoc reports specific to clinical classifications, and,
   k. Compiles clinical data into a data warehouse that facilitates research and study of patient care encounters through out Contractor’s organization.

2. Contractor shall develop and implement the following enhancements to their electronic ePCR system at a minimum:
   a. Automatic e-mail notifications to Contractor whenever there is a significant “real-time” deviation from protocol in the field,
   b. Automatically create and electronically submit to Contractor daily reports of patient vital signs outside the normal range for chart audit,
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E. Patient Care Report Data Submission Required.
   1. Within twenty-four (24) hours of each ambulance response, Contractor shall provide County its PCR in computer readable format approved by County.
      a. PCR's provided to County shall contain all information documented on Contractor's original PCR and shall be submitted for all EMS system responses including patient contacts, cancelled calls, non-transport and,
      b. Data points collected must include all items identified by County.
   2. Contractor shall identify PCR's for patients meeting trauma triage criteria.

F. Reports Required. Contractor shall provide, within ten (10) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. Contractor shall document and report to Contract Manager in writing and in a format required by the Contract Manager. Response time compliance and customer complaints with resolutions shall be reported monthly. Reports shall include, at a minimum:

1. Clinical.
   a. Continuing education compliance reports,
   b. Summary of clinical/service inquiries and resolutions,
   c. Summary of interrupted calls due to vehicle/equipment failures, and
   d. A list of trauma transports, by city and by hospital, including all times necessary to calculate each and every response time, on-scene time, and transport to hospital time.

2. Operational.
   a. Calls and transports, by priority, by ERZ,
   b. A list by ERZ of each call where a BLS ambulance was dispatched when an ALS ambulance should have responded according to County dispatch standards,
   c. A list by ERZ of each call where there was a failure to properly record all times necessary to determine the response time and or transport to hospital time,
   d. A list of mutual aid responses and requests, and
   e. Number of paramedic ambulance hours deployed.

3. Response time compliance.
   a. A list by ERZ of each emergency call dispatched for which Contractor did not meet the response time standard,
   b. A list by ERZ of responses cancelled en route, and
   c. A list by ERZ of exception requests and resolution.
4. **Response Time Statistical Data.** Within 10 working days following the last day of each month, Contractor shall provide ambulance dispatch records to County in computer readable format specified by the Contract Manager for all ambulance responses originating from requests by County designated Communications Centers. Said records shall include the data elements identified in Exhibit F, attached hereto and incorporated herein by this reference.

5. **Community/Governmental Affairs Report**
   a. Number, location, and outcome of conducted community education events,
   b. PR activities, first responder recognition,
   c. Government relations contact report.

6. **Other Reports.** Contractor shall provide County with such other reports and records as may be reasonably required by Contract Manager.

**VII. DEVELOPMENT OF AND INTEGRATION WITH FIRST RESPONDER PROGRAMS**

A. Contractor shall support the development and integration of the fire first response component of the EMS system and shall cooperate and support the expansion of paramedic first response.

B. Contractor shall ensure that its personnel work professionally and collaboratively with fire first responders in the transition of patient care at the scene.

C. Contractor shall implement policies to facilitate scheduling time on ambulances to fulfill paramedic training, internship, and accreditation requirements for firefighter paramedics working in Contra Costa County.

D. County intends to rely upon the entrepreneurial and innovative methods proposed by Contractor under this procurement to enhance the paramedic first response capabilities within the County. Contractor shall support the development of an integrated fire first response program. At a minimum Contractor shall:

   1. Offer in-county paramedic training for 75 firefighters employed within the contract service area during the first three years of this Contract and a minimum of 100 firefighters during the full term of this Contract. Paramedic training will be provided at no cost to County or fire agencies for tuition. Tuition is defined as Paramedic training tuition, required books, and preceptor and evaluation fees. Contractor will not be responsible for individual supplies, medical evaluations or immunizations which might be required, or paying wages or stipends to the firefighters,

   2. All of Contractor sponsored continuing education (CE) programs shall be made available to Contra Costa fire personnel on a comparable basis as made available to Contractor’s personnel. No fees charged Fire personnel shall exceed fees charged Contractor’s personnel. Fire personnel shall have access to enrollment on the same basis as Contractor’s personnel. Contractor will not be responsible for paying wages or stipends to the firefighters for participation in CE activities.

   3. Designate from among Contractor’s employees a single individual as Contractor’s contact person/liaison for the fire agencies within the Service Area,

   4. Establish a mechanism to exchange on a one-for-one basis medical supplies and equipment supplied by a fire first responder agency in connection with patient transport,

   5. Provide pre-arranged transportation service to return firefighters who accompany an ambulance to the hospital promptly to their engine companies.

E. As consideration for the extended response times, detailed in Section III.C., above, granted Contractor as a result of fire first responder services, dispatch services and other deployment benefits received from the County and fire agencies within the County, the Contractor shall support the

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development of an integrated fire first response program, shall support the expansion of paramedic first response, and shall provide the County and fire agencies within the County an in-kind exchange of training, continuing education programs and other services as outlined in this Contract.

VIII. HEALTH STATUS IMPROVEMENT AND COMMUNITY EDUCATION

A. Contractor shall undertake a program of health status improvement and community education throughout contractor’s service area. This program shall be planned and designed in collaboration with the County Emergency Medical Services Agency, the Emergency Medical Care Committee, and with each Board of Supervisors member with respect to components of the program to be carried out within that Supervisor’s district. Contractor shall provide the County EMS Agency each year with (1) a written plan of activities the coming year and (2) a summary of that year’s accomplishments. Contractor shall endeavor to carry out health status improvement and community education program in cooperation with existing healthcare and health promotion organizations, local public safety agency, and other community organizations.

B. **Community Outreach Coordinator.** Contractor shall employ a full-time Community Outreach Coordinator whose primary responsibilities will be to work with County and community organizations in carrying out Contractor’s health status improvement and community education program.

C. **Community CPR Training.** Contractor’s health status improvement and community education program shall include cardio-pulmonary resuscitation (CPR) the purpose of which is to recruit the public to become CPR trained and to provide the actual training to as many residents as possible.

1. Contractor shall develop, in conjunction with County Emergency Medical Services and the County Supervisor for each supervisorial district, an outreach program to recruit residents to attend CPR classes.

2. Contractor shall conduct an outreach program to expand the number of citizens interested in obtaining CPR training.

3. Contractor shall conduct a minimum of 24 CPR classes each year at different locations throughout the County offered to the public without charge.

4. Contractor shall provide train-the-trainer courses to persons willing to provide CPR training to the public without charge.

D. **Public Access Defibrillation (PAD) Program.** Contractor’s health status improvement and community education program shall include a Public Access Defibrillation (PAD) program the purpose of which is to promote public access defibrillation and to provide defibrillators at public locations throughout County. Working collaboratively with County EMS Agency and with the County Supervisor in each supervisorial district, Contractor shall:

1. Identify candidate organizations and locations where public access defibrillation would be beneficial.

2. Work with candidate organizations to develop organizational PAD programs, including training appropriate staff.

3. Provide at Contractor’s cost a minimum of 25 automatic electronic defibrillators each year to selected organizations to be used in their PAD program, for a total of 125 units for the initial term of the contract, or 225 if the contract is extended, as provided in Section 1 of the Special Conditions. Each provided defibrillator
shall include a minimum three-year warranteed and shall include appropriate installation and mounting for public access.

E. **Health Status Improvement Project.** Contractor’s health status improvement and community education program shall include at least one project each year in addition to the above described CPR and PAD programs that demonstrably improves the health status in the community.

1. Health status improvement programs targeted to “at risk populations” may include but are not limited to: seat belt use, child safety seat use, bike safety program, participation in NHTSA Safe Communities Program, CPR training, 911 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety program, home hazard inspection program.

2. The impact of the annual health status improvement project is to be statistically demonstrable. This includes selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement, collecting and analyzing data on those indicators, and making the results available to the community to inform them of the effectiveness of an intervention and the contributions of participating entities. Steps in this health improvement project shall include:
   
   a. Analyzing the community’s health issues
   b. Inventorying resources
   c. Developing a health improvement strategy
   d. Establishing accountability for activities
   e. Monitoring processes and outcomes

3. Contractor shall use its best efforts to obtain external grant funding for health status improvement projects.

IX. **DISASTER, MULTICASUALTY AND MUTUAL AID RESPONSE.**

A. **Multi-casualty/Disaster Response.**

1. In the event of a multi-casualty incident or other local emergency, Contractor shall endeavor to perform in accordance with applicable County emergency plans and shall use best efforts to maintain primary emergency services including suspension of non-emergency services as required.

2. County shall exempt Contractor from response time and staffing standards during multicasualty incident and disaster response when such exemption is in the public interest.

3. County shall compensate Contractor for Contractor’s direct costs for providing services during a declared local emergency or disaster to the extent that said costs are not recoverable by Contractor from a patient or third party and to the extent that said costs are recoverable by County from the state or federal government.

B. **Internal Disaster Response Notification.** Contractor shall implement a plan for immediate recall of personnel during multi-casualty incidents or other emergency condition. This plan shall include the capability of Contractor to alert off-duty personnel.

C. **Disaster Response Vehicle/Equipment.** Contractor shall provide one vehicle as a disaster response vehicle. This vehicle shall not be an ambulance used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the scene. This vehicle may be used to carry personnel and equipment to a disaster site. The following equipment shall be stored in this disaster vehicle at a minimum: backboards and straps; cervical collars; head immobilization sets and foam wedges; splints for legs and arms; oxygen equipment; extra dressing and bandages; advanced life support equipment, especially IV therapy equipment; County approved disaster tags; and checklists for medical...
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Incident Command personnel.

D. **Incident Notification.** Contractor shall have a mechanism in place to communicate current field information to appropriate County Health Services and EMS staff during multi-casualty incident, disaster or other unusual occurrences.

E. **Interagency Training for Exercises/Drills.** Contractor shall participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

F. **Mutual Aid Requirements.** Contractor shall respond in a mutual aid capacity within and outside of the County if so directed by Contract Manager. Contractor shall be prepared to respond one Ambulance Strike Team staffed and equipped to the California Emergency Medical Services Agency Ambulance Strike Team Guidelines when directed by County in accordance with a disaster mutual aid request.

G. **Ambulance Service Assistance.** Contractor, to be best of its ability, shall assist in servicing any other emergency response areas where the County contract for that response area has been suspended or terminated if requested to do so by Contract Manager.

X. **ADMINISTRATIVE PROVISIONS.**

A. **Audits/Inspections.**

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

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

3. Contractor shall provide County with audited financial statements by certified public accountants for Contractor's ambulance operations.

4. Contractor may be required by County to provide County with periodic report(s) in the format approved by the Contract Manager to demonstrate billing compliance with approved/standard rates.

B. **Observation of Operations.** Contract Manager or designee may, at any time and without notification, directly observe Contractor's control center operations, maintenance facilities, and ambulance post locations, and may ride as "third person" to observe the operation of any of Contractor's ambulance units. The person performing said observation shall conduct him or herself in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employer/employee relationship.

C. **Annual Performance Evaluation.** County shall formally evaluate the performance of the Contractor at least annually to determine compliance with this Contract. An evaluation report will be submitted to the Health Services Director and the Emergency Medical Care Committee.

D. **Contractor Revenue Recovery and Compensation from County.** The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges. The County provides reimbursement for specified patients for whom it is responsible.

1. **Patient Charges.**

a. Contractor will not charge for any patient for whom Contractor does not provide...
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ambulance transport,

b. Contractor's patient charges for services provided pursuant to this Contract shall not exceed the rates set forth in Exhibit G, attached hereto and incorporated herein by this reference,

c. Contract Manager may approve an itemized schedule of patient charges, as long as the average itemized charges for each service level does not exceed the rate for that service level as set forth in Exhibit G.

d. Contractor shall not discount its published charges to benefit any non-governmental third party payer or other group. This shall not, however, preclude Contractor from making billing adjustments on a case-by-case basis for hardship or dispute resolution.

2. Reimbursement for Transports for which County Health Services is Responsible.

a. Contractor shall invoice County for ambulance transport of patients for whom Contra Costa Health Services is financially responsible. For patients designated as medically indigent, Contractor shall invoice County at a rate not to exceed the Medicare rate in effect on July 1 prior to or on the date service is provided. For all other patients, Contractor shall invoice County at a rate not to exceed the Medicare allowable charges in effect at the time service is provided.

b. Contractor agrees that the payment provisions contained herein include payment in full for all ambulance services for which Contra Costa Regional Medical Center or Contra Costa Health Plan is financially responsible regardless of location of service and that payment provisions contained herein include payment in full for ambulance services provided prisoners in custody of Contra Costa County.

c. Critical care transport services, which require specialized staffing and equipment exceeding the normal requirements for emergency ambulances, are not covered by this Contract.

3. Additional Services. During the term of this Contract, County may opt to purchase optional services or service upgrades from Contractor, set forth in Exhibit E.

4. Fee Adjustments.

a. Contract Manager shall approve annual increases to patient charges when requested based on changes in the Consumer Price Index (CPI) for All Urban Consumers, San Francisco-Oakland measured from April to April each year. Annual rate increases, available on or after July 1st of each year, will be the greater of two and one-half percent (2.5%) or the CPI increase, but shall not exceed five percent (5%) for any given year.

b. In the event of substantial and unanticipated impacts on Contractor's costs of providing services or ability to recover patient charges from governmental third party payers, Contractor may request and Contract Manager may approve changes in patient charges to mitigate the financial impact of changes.

c. Contract Manager may approve charges for expendable supplies when said supplies are newly required by EMS pre-hospital protocols adopted during the term of this Contract or when the Contract Manager approves new items to be stocked on ambulances. The increase in patient charges for new items shall not exceed 150% mark-up over purchase cost.

E. Billing/Collection Services.

1. Contractor shall maintain a business office within Contra Costa County and a local or toll-free telephone number for all patient questions, complaints, or disputes made from locations within the County.

2. Contractor shall operate a billing and accounts receivable system that is well-documented, easy to audit, and which minimizes the effort required of patients to recover from third-party sources for
which they may be eligible. The billing system shall:

a. Automatically generate Medicare and Medicaid statements;
b. Itemize all procedures and supplies employed on patient bills;
c. Be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

3. Contractor shall make no attempts to collect its fees at the time of service.

4. Contractor shall agree to prepare and mail invoices for fire first responder services on behalf of any fire jurisdiction so requesting. Contractor may charge fire service requesting said service a fee not to exceed the lower of (a) $20.00 per invoice or (b) the lowest fee charged by Contractor of any other fire agency in the State of California for such services.

F. Payment Provisions.

1. Contractor shall submit monthly invoices for any optional or additional services or service upgrades requested and approved by Contract Manager.

2. County will invoice Contractor monthly for any fines assessed as identified in this Contract. Contractor shall pay County’s invoice within 20 days of receipt.

G. Cooperation With Evolving System. Contractor agrees to participate and assist in the development of system changes subject to negotiated costs, if any.
1. **Automatic Contract Extension.** Notwithstanding, General Conditions, Paragraph 22. (Nonrenewal), Contract Manager shall report to the Board of Supervisors on or before June 30, 2009 on Contractor's compliance with the terms of this Contract and the Board of Supervisors shall issue a finding as to Contractor's compliance with the terms of this Contract. Notwithstanding Paragraph 3 (Term) of this Contract, unless this Contract is terminated by either party pursuant to Paragraph 5 (Termination) of the General Conditions prior to June 30, 2010, upon a finding by the Board of Supervisors that Contractor has been in substantial compliance with all terms of this Contract, the term of this Contract shall be extended to June 30, 2014. During its extended term, this Contract is nevertheless subject to all the terms and conditions applicable during its initial term, including but not limited to General Conditions, Paragraph 5. (Termination). If this Contract is automatically extended, Contractor shall continue to provide services as set forth in the Service Plan, subject to any amendments thereto, while all other conditions of the Contract shall remain in effect.

2. **Response Area Exclusivity.** Except for provision of backup services or suspension or termination of this Contract, County shall not enter into any agreement with any other provider for ground response to emergency ambulance requests from a County designated Communications Center within Contractor's Emergency Response Area(s) during the term of this Contract.

3. **Air Ambulance Transport.** County reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provision of this Contract, County may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s). However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than the estimated air transport time.

4. **No Advertising.** Contractor shall not, in the course of providing service under this Contract, advertise, promote, or endorse any other service or product provided by Contractor or any other firm.

5. **Private Work.** Nothing in this Contract shall prevent Contractor from conducting private work that does not interfere with the requirements of this Contract.

6. **Breach of Contract.**

   a. **Notice of Default.** County shall have the right to terminate or cancel this Contract or to pursue any appropriate legal remedy in the event Contractor materially breaches this Contract and fails to correct such default within seven (7) days following the service on it of a written notice by County specifying the default(s) and the effective date of intended termination of this Contract, absent cure.

   b. **Definitions of Breach.** Conditions and circumstances which shall constitute a material breach by Contractor shall include but are not limited to the following:

      1) Failure of Contractor to operate the ambulance service system in a manner which enables County and Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Minor violations of such requirements shall not constitute a material breach except willful and repeated violations shall constitute a material breach;

      2) Falsification of data supplied to County 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 this Contract;

      3) Failure to maintain equipment in accordance with good maintenance practices.

   Initials: [Contractor] [County Dept.]
4) Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
5) Attempts by the Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle;
6) Attempts by the 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) Failure to comply with approved rate setting, billing, and collection procedures;
9) Repeated failures to meet response time requirements after receiving notice of non-compliance from Contract Manager;
10) Repeated failure to respond to emergency medical requests with a paramedic unit when ALS level of response is indicated by County dispatch protocol; after receiving notice of non-compliance from Contract Manager;
11) Failure of Contractor to provide and maintain the required insurance and performance security bond;
12) Failure of Contractor to comply with the vehicle lease provisions;
13) Failure to comply with or exceed the minimum employee wage/salary benefit package as submitted; or
14) Willful and repeated material breaches of Contractor's backup provisions.

7. **Emergency Takeover.**

   a. In the event County determines that a material breach has occurred, or that a labor dispute will prevent performance, and if Contract Manager determines in his sole discretion that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency, the matter shall be presented to the Board of Supervisors. If the Board of Supervisors finds that a breach has occurred and that health and safety would be endangered by allowing Contractor to continue providing services pursuant to this Contract, Contractor shall cooperate fully with County to effect an immediate emergency takeover by County of Contractor's ambulances and crew stations. Such takeover shall be completed within 72 hours after action by the Board of Supervisors.

   b. In the event of an emergency takeover, Contractor shall deliver to County the ambulances and associated equipment used in the performance of this Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of an ALS ambulance in accordance with Contra Costa County ALS Policies and Procedures. Equipment shall include the supplies at the minimum stocking levels for an ALS Ambulance.

   c. Contractor shall deliver all ambulances, crew stations, and other facilities located in Contra Costa County and used pursuant to this Contract for storage or maintenance of vehicles, equipment, or supplies to the County in mitigation of any damages to the County. However, during the County's takeover of the ambulances, equipment, and facilities, County and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to Contractor shall be equal to the aggregate monthly amount of Contractor's debt service on the vehicles and equipment and occupancy charges as documented by Contractor and as verified by the County Auditor. The County Auditor shall disburse these payments directly to the
SPECIAL CONDITIONS

Number 23-024-24

Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, the County shall pay Contractor the rentals specified in Exhibit J, which is incorporated herein by this reference.

d. Nothing herein shall preclude County from pursuing recovery from Contractor of such rental and debt service payments. On the other hand, Contractor shall not be precluded from disputing the Board's findings and the nature and amount of County's alleged damages. However, failure on the part of Contractor to cooperate fully with the County to effectuate a safe and smooth takeover of operations shall itself constitute a breach of the contract, even if it is later determined that the original declaration of breach by the Board of Supervisors was made in error.

e. County shall indemnify, hold harmless, and defend Contractor against any and all claims arising out of the County's use, care, custody, and control of the stations, equipment and vehicles, including but not limited to, equipment defects, defects in material and workmanship, and negligent use of the vehicles and equipment during an emergency takeover. County shall have the right to authorize the use of the vehicles and equipment by another company. Should County require a substitute contractor to obtain insurance on the equipment, or should the County choose to obtain insurance on the vehicles and equipment, Contractor shall be a "Named Additional Insured" on the policy, along with appropriate endorsements and cancellation notice.

f. County agrees to return all Contractor vehicles and equipment to Contractor in good working order, normal wear and tear excepted, at the end of the takeover period. For any of Contractor's equipment not so returned, County shall pay Contractor the fair market value of the vehicle and equipment at the time of takeover, less normal wear and tear, or shall pay Contractor the reasonable costs of repair, or shall repair and return the vehicles and equipment.

g. County may unilaterally terminate the takeover period at any time, and return the facilities and equipment to Contractor. The takeover period shall last, in the County's judgment, no longer than is necessary to stabilize the EMS system and to protect the public health and safety by whatever means the County chooses.

h. All of Contractor's vehicles and related equipment necessary for the provision of Advanced Life Support services pursuant to this Contract are hereby leased to the County during an emergency takeover period. Contractor shall maintain and provide to County a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers, and the name and address of the lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ALS services hereunder shall be reported to the County within 30 days of said change, sale, transfer and purchase. Contractor shall inform and provide a copy of the takeover provisions contained herein to the lien holder(s) within 5 days of an emergency takeover. Emergency takeover procedures shall not apply to public safety agencies.

8. End Term Provisions. Contractor agrees to return to County all County issued equipment in good working order, normal wear and tear excepted, at the termination of this Contract. For any County equipment not so returned, County shall repair or replace said equipment at Contractor's expense and deduct the cost thereof from any payments owed to Contractor. In the event Contractor is not owed any payments under this Contract, Contractor shall reimburse County for the actual cost of repairs and/or replacement.


a. Competitive Bid Required. Contractor acknowledges that County intends to conduct a competitive procurement process for the provision of emergency ambulance service within Contractor's Emergency Response Area(s) following termination of this Contract. Contractor acknowledges and agrees
that County may select a different ambulance service provider to provide exclusive emergency ambulance services within all or some of the Emergency Response Area(s) specified herein following said competitive procurement process.

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

10. **Retention of Records.** Paragraph 3. (Records), Subparagraph a., (Retention of Records) of the General Conditions is hereby modified to read as follows:

"a. **Retention of Records.** The Contractor shall retain all documents pertaining to this Contract for five (5) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this contract's funding period. Upon request, 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."

11. **Termination.** General Conditions Paragraph 5. (Termination) is hereby deleted in its entirety and replaced by the following paragraph:

"5. **Termination.**

a. **Written Notice.** County may, at its sole discretion, terminate this Contract without cause by giving Contractor twelve (12) months advance written notice of its intent, when said termination is made in conjunction with any redesign of the County's existing EMS system. This Contract may be cancelled immediately by written mutual consent.

b. **Failure to Perform.** The County, upon written notice to Contractor, may immediately terminate this Contract should the Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, the County may proceed with the work in any reasonable manner it chooses. The cost to the County of completing Contractor's performance shall be deducted from any sum due the Contractor under this Contract, without prejudice to the County's rights otherwise to recover its damages.

12. **Insurance.** Paragraph 19. (Insurance) is hereby deleted in its entirety and replaced by the following paragraph:

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

a. **Liability Insurance.** The Contractor shall provide malpractice insurance and comprehensive liability insurance, including coverage for owned and non-owned vehicles, each with a minimum combined single limit coverage of $11,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each act, omission, or occurrence. Such insurance shall be endorsed to include the County of Contra Costa and their respective officers and employees as additional named insured as to all
services performed by Contractor under this Contract. Said policies shall constitute primary insurance as to the County, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.

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

c. **Certificate of Insurance.** The Contractor shall provide the County with a certificate(s) of insurance evidencing liability, medical malpractice and workers' compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by the Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

e. **Performance Security Bond.** The Contractor shall furnish performance security in the amount of $500,000 in one of the following forms:

   (1) A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to County; or,

   (2) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County."
QUALITY IMPROVEMENT ACTIVITIES

1. Continuous Quality Improvement activities include at a minimum:
   a. Regularly and accurately evaluating patient care oriented activities of personnel,
   b. Regularly and accurately evaluating operational, administrative and procedural activities as they relate to the delivery of patient care,
   c. Accurately determining the training and educational needs of both individuals and Contractor’s agency as a whole, and evaluate the effectiveness of training and education provided,
   d. Providing regular training and continuing education on both scheduled and as needed basis to personnel in all areas of patient care and operations,
   e. Supporting discovery, investigation, and resolution of internal or external complaints,
   f. Facilitating the evaluation of protocols, procedures, and patient care standards on a regular basis, including re-evaluation based on system events, training and experience,
   g. Encouraging positive involvement and interaction of individuals at all levels within the system, in ways which improve care,
   h. Objectively reporting performance of both individual and group participants and components for further evaluation by Contractor’s Medical Director,
   i. Participation in EMS system related CQI activities and CQI project teams, and
   j. Prompt notification of the EMS Agency of any unusual occurrences that could impact certification, accreditation or licensure of any pre-hospital personnel.

2. Key Performance and Clinical Indicators include at a minimum:
   a. Cardiac arrest survival in accordance with Utstein protocols,
   b. Presumptive impressions at dispatch compared to field intervention,
   c. Fractal measurement of time to first defibrillation,
   d. Successful intubation rate,
   e. Successful IV application rate,
   f. Field procedures and medications,
   g. Pain reduction,
   h. Fractal measurements of response time of QRV first responders, and,
   i. Fractal measurements of response time of ALS transport ambulance.

3. Benchmarking to non-clinical indicators include at a minimum:
   a. Employee injuries,
   b. Vehicle collisions (>250 damage) per 100,000 fleet miles,
   c. Critical vehicle/equipment breakdowns (interfering with a response or transport) per 100,000 fleet miles,
   d. Customer satisfaction,
   e. Employee turnover, and,
   f. Employee satisfaction.
CONTINUING EDUCATION AND TRAINING REQUIREMENTS

1. Course requirements for paramedics:
   a. Advanced Cardiac Life Support (ACLS) according to American Heart Association standards.
   b. Basic Trauma Life Support (BTLS) course approved by the American College of Emergency Physicians, or a Prehospital Trauma Life Support (PHTLS) course approved by the American College of Surgeons.
   c. Pediatric Education for Prehospital Professionals (PEPP).
   d. Basic Life Support CPR equivalent to current American Heart Association’s Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care at the Healthcare Provider level and automatic electronic defibrillator utilization.
   e. Pediatric Advanced Life Support for Critical Care Transport Paramedics (CCT-P).
   f. Infrequent skills update.

2. Additional educational programs:
   a. Preparation for multi-casualty response including ICS 100 for all field employees and ICS 200 and 300 for supervisors and operations manager.
   b. Ambulance Strike Team Leader training for field supervisors
   c. Assaulitive behavior management training for all field personnel
   d. Critical Incident Stress Management
   e. National Incident Management System
   f. Cultural diversity awareness
   g. Hazardous Materials Basic Awareness WMD program
   h. Monthly case reviews and periodic “Hot Topics”
   i. Bay Area Paramedic Journal Club
   j. Contra Costa County EMS Symposium - sponsorship and involvement in planning.
   k. Shadowing program to spend a day with a trauma surgeon or emergency department physician.
## DESIGNATED AS RURAL AREAS

### Thomas Brothers Map Coordinates

The areas of Contra Costa County identified below by Rand McNally 2005 Thomas Guide map coordinates are designated rural. All areas of Contra Costa County not identified below are considered urban/suburban.

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PENALTY SCHEDULE

1. Priority 1 Response Time Penalties

   ERZ A
   $15,000  Response time standards less than 95.0 % but greater than or equal to 94.5%
   $25,000  Failure to meet response time standards less than 94.5% but greater than or equal to
   $50,000  94.0%
   Failure to meet response time standards less than 94.0 %

   ERZ’s B, C, D, and E (including communities of Bethel Island and Discovery Bay)
   $15,000  Response time standards less than 90.0 % but greater than or equal to 89.5%
   $25,000  Failure to meet response time standards less than 89.5% but greater than or equal to 89.0
   $50,000  %
   Failure to meet response time standards less than 89.0 %

2. Priority 2 Response Time Penalties

   ERZ A
   $5,000  Response time standards less than 95.0 % but greater than or equal to 94.5%
   $10,000  Failure to meet response time standards less than 94.5% but greater than or equal to 94.0
   $15,000  %
   Failure to meet response time standards less than 94.0 %

   ERZ’s B, C, D, and E (including communities of Bethel Island and Discovery Bay)
   $5,000  Response time standards less than 90.0 % but greater than or equal to 89.5%
   $10,000  Failure to meet response time standards less than 89.5% but greater than or equal to 89.0
   $15,000  %
   Failure to meet response time standards less than 89.0 %

3. Priority 3 Response Time Penalties

   ERZ’s A, B, C, D, and E (including communities of Bethel Island and Discovery Bay)
   $2,500  Response time standards less than 90.0 % but greater than or equal to 89.5%
   $5,000  Failure to meet response time standards less than 89.5% but greater than or equal to
   $7,500  89.0%
   Failure to meet response time standards less than 89.0 %

4. Failure to Meet Equipment and Supply Requirements

   $500  Per failure to meet minimum in-service equipment and supply requirements
PAYMENT SCHEDULE

PAYMENT PROVISIONS. In consideration for the provision of services described below when requested by Contract Manager in writing, County shall pay Contractor according to the following schedule:

1. **Paramedic Quick Response Vehicle (QRV).** Additional QRV's beyond the four (4) required in Section I.B.5 as requested by County: $47.30 per hour, not to exceed $34,527.92 per month per QRV. This rate is not intended to cover the cost(s) of providing housing for first responder paramedic units.

2. **Hourly Reimbursement Rates.** Ambulance services, beyond those required by Contractor to meet Contractor's response standards or minimum requirements, when requested by Contract Manager: $74.20 per hour.

3. **Upgrading Ambulance Fleet.** Additional upgrades of Type II ambulances to Type III ambulances beyond the thirty-nine (39) required in Section IV.A: $16,000 per unit as depreciated over five (5) years.

4. **Reserve Ambulance Fleet.** Additional reserve ambulances beyond the six (6) required in Section III.O:
   a. Type II ambulance - $21,424 per year
   b. Type III ambulance - $24,624 per year
<table>
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<tr>
<th>RESPONSE TIME DATA ELEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Unit identifier</td>
</tr>
<tr>
<td>b. Service level (paramedic or EMT-I)</td>
</tr>
<tr>
<td>c. Location of call - street address</td>
</tr>
<tr>
<td>d. Location of call - city or unincorporated community</td>
</tr>
<tr>
<td>e. Location of call - Thomas Brother's map coordinates</td>
</tr>
<tr>
<td>f. Location of call - EMS ERZ</td>
</tr>
<tr>
<td>g. Location of call - latitude and longitude</td>
</tr>
<tr>
<td>h. Urban or rural</td>
</tr>
<tr>
<td>i. Nature of call (EMD Code)</td>
</tr>
<tr>
<td>j. Code to scene</td>
</tr>
<tr>
<td>k. Call priority (one, two, or three)</td>
</tr>
<tr>
<td>l. Time call received</td>
</tr>
<tr>
<td>m. Time call dispatched</td>
</tr>
<tr>
<td>n. Time unit en route</td>
</tr>
<tr>
<td>o. Time cancelled prior to arrival on-scene</td>
</tr>
<tr>
<td>p. Response upgraded or response downgraded</td>
</tr>
<tr>
<td>q. Time upgraded or downgraded enroute</td>
</tr>
<tr>
<td>r. Time unit on-scene</td>
</tr>
<tr>
<td>s. Time unit en route to hospital</td>
</tr>
<tr>
<td>t. Time unit at hospital</td>
</tr>
<tr>
<td>u. Time unit clear and available for next call</td>
</tr>
<tr>
<td>v. Outcome (dry run, transport)</td>
</tr>
<tr>
<td>w. Receiving hospital</td>
</tr>
<tr>
<td>x. Code to hospital</td>
</tr>
<tr>
<td>y. Major trauma (MTV, non-MTV)</td>
</tr>
<tr>
<td>z. Number of patients transported</td>
</tr>
<tr>
<td>aa. EMS incident number</td>
</tr>
<tr>
<td>bb. Exception request reason</td>
</tr>
</tbody>
</table>
### PATIENT CHARGES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLS Base Rate</td>
<td>445.60</td>
</tr>
<tr>
<td>BLS Emergency Base Rate</td>
<td>543.45</td>
</tr>
<tr>
<td>ALS 1 Base Rate</td>
<td>1,001.87</td>
</tr>
<tr>
<td>ALS 1 Emergency Base Rate</td>
<td>1,061.61</td>
</tr>
<tr>
<td>ALS 2 Base Rate</td>
<td>1,238.77</td>
</tr>
<tr>
<td>Loaded Ambulance Mile Rate</td>
<td>20.34</td>
</tr>
</tbody>
</table>
RENTAL RATES

Vehicle and basic equipment

$1,000 per month per unit

$ 35 per day per unit

Above rates include mileage, normal wear and tear, and equipment.
1. Compliance with Law. Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.

2. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. Retention of Records. Contractor shall retain all documents pertaining to this Contract for five years from the date of submission of Contractor’s final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this contract’s funding period. Upon request, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. Access to Books and Records of Contractor, Subcontractor. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges thereunder.

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

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

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

5. Termination and Cancellation.

   a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. Cessation of Funding. Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be developed and set forth in a written Informal Agreement between Contractor and County. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the head of the county department for which this Contract is made or its designee.

8. **Modifications and Amendments.**
   a. **General Amendments.** This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors, or, after Board approval, by its designee, subject to any required state or federal approval.
   b. **Administrative Amendments.** Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Service Plan.

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

10. **Choice of Law and Personal Jurisdiction.**
    a. This Contract is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.
    b. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

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

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

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

14. **Independent Contractor Status.** This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. **Conflicts of Interest.** Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents, and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.

18. **Indemnification.** Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs, and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Contractor will reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

   a. **Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor’s insurance policy or policies. For all contracts where the total payment limit is above $500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of $1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker’s compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

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

   c. **Certificate of Insurance.** The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and workers’ compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

   d. **Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. **Notices.** All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County shall be addressed to the head of the county department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor’s address designated herein. The effective date of notice shall be the date of deposit in the mails or other delivery, except that the effective date of notice to County shall be the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County’s population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. **Copyrights and Rights in Data.** Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor’s presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by $300,000 or more in federal grant funds in any fiscal year from any source, Contractor shall provide to County at Contractor’s expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than $300,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than $300,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor’s records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor shall provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.