EXHIBIT 2

Emergency Medical Services
First Responder Advanced Life Support
and Ambulance Transport
Services Agreement

C-2012-11
Revised

County of Alameda

and

The City of Alameda

Date: November 1, 2011

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DEFINITIONS AND ACRONYMS

5150 Call	Services involving a patient who has been (or shall be) placed on a hold for psychiatric evaluation, including transport to a psychiatric facility in accordance with the California Code of Regulations Welfare and Institutions Code, §5150 and EMS Policies.
Ambulance	As defined pursuant to Title 13 of the California Code of Regulations, §1100.2. A vehicle specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons, and compliant with state requirements.
Ambulance Services	Contractor's provision of 911 emergency medical ground ambulance response and transportation at a paramedic Advanced Life Support (ALS) level of service, and where specified in this Agreement, Basic Life Support (BLS); and, obligations as required by this Agreement and in accordance with EMS Policy.
ACRECC	Alameda County Regional Emergency Communications Center.
Alpha Call	A 911 call designated by a Medical Dispatch Center as an Alpha call based on use of the Medical Priority Dispatch System.
ALS	Advanced Life Support - service as defined in California Health and Safety Code, Division 2.5, §1797.52.
Arrival at Incident	The moment the FRALS/Ambulance is fully stopped at the Incident Location and Field Personnel notifies the County Dispatch Center of the arrival.
Base Hospital	As defined in California Health and Safety Code, Division 2.5, §1797.58. The Base Hospital for Alameda County is Alameda County Medical Center, Highland Campus.
BLS	Basic Life Support - EMT level of service, as defined in California Health and Safety Code, Division 2.5, §1797.60.
Board	Alameda County Board of Supervisors.
Bravo Call	A 911 call designated by a Medical Dispatch Center as a Bravo call based on use of the Medical Priority Dispatch System.
CAD	Computer Aided Dispatch.
Charlie Call	A 911 call designated by a Medical Dispatch Center as a Charlie call based on use of the Medical Priority Dispatch System.
Continuing Education (CE)	As defined in the California Code of Regulations, Title 22, Chapter 11.
Contractor	The City of Alameda
Contractor's medical director	A California licensed physician, experienced in the field of emergency medical services, and employed by the contractor to provide medical oversight to Contractor's field personnel, in conjunction with the EMS medical director.
County	The County of Alameda.
County Contracted Private Provider	The Contractor selected by the County through a competitive process, and under agreement with the County, to provide 911 emergency medical ground ambulance response and transportation in Zones 2-5 at an Advanced Life Support (ALS) level of service, and where specified in their Agreement, Basic Life Support (BLS) level of service (herein known as Paramedics Plus LLC.)

County Designated Emergency Medical Dispatch Center or Medical Dispatch Center	A medical dispatch center designated by the County that uses call prioritization and prearrival instructions based on the Medical Priority Dispatch System, and is accredited as a Center of Excellence by the National Academies of Emergency Dispatch. Referred to as "Medical Dispatch Center" in this document.
County EMS (EMS)	Used in this Agreement to refer to Alameda County Emergency Medical Services, a Division of the Public Health Department as part of the Health Care Services Agency, and designated as the Local EMS Agency for Alameda County.
County EMS Director	The director of the Alameda County Emergency Medical Services, a Division of the Public Health Department, as part of the Health Care Services Agency.
County EMS Medical Director	The physician in the position of Medical Director for Alameda County Emergency Medical Services, a Division of the Public Health Department, as part of the Health Care Services Agency.
County EMS Policies	Policies and procedures issued by the Alameda County Emergency Medical Services that are contained in the Alameda County Emergency Medical Services Field Manual and/or Administration Manual, which may be revised from time to time.
Data Collection System	The software and hardware used to collect, store and report on information from the provision of Services, which includes the Patient Care Reports.
Delta Call	A 911 call designated by a Medical Dispatch Center as a Delta call based on use of the Medical Priority Dispatch System.
Disaster	An occurrence of a natural catastrophe, technological accident, or human caused event that has resulted in severe property damage, deaths, and/or multiple injuries."
Echo Call	A 911 call designated by a Medical Dispatch Center as an Echo call (non-breathing and/or ineffective breathing) based on use of the Medical Priority Dispatch System.
EMSA	Emergency Medical Services Authority of the State of California.
EMT	Emergency Medical Technician.
EOA	As used in this Agreement, refers to the Exclusive Operating Area for "Services" as designated in Alameda County's approved EMS Plan, as defined in Division 2.5 H&SC, and depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA INCLUDING THE PRIMARY RESPONSE AREA.
ERZ	Emergency Response Zone, as depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND/OR PRIMARY RESPONSE AREA.
Federal	Refers to United States Federal Government, its departments and/or agencies.
Field Personnel	Contractor's paramedics and EMTs responsible for responding to 911 requests for emergency medical ground ambulance and/or first responder services pursuant to this Agreement.
Percentile (Fractile)	A method of measuring data in which all applicable data are stacked in ascending order and the total number is calculated as a percentage of the total number of calls. (e.g.: a 90th percentile standard is one where 90% of the applicable calls are answered within the response standard, while 10% take longer than the standard.)
First Responder (Agency)	Entities with an agreement with the County to provide first responder service to the scene of a medical emergency.

First Responder Responder Advanced Life Support (FRALS) Service(s)	Contractor's provision of 911 emergency medical response and obligations as required by this Agreement and in accordance with EMS Policy.
First Responder Advanced Life Support Unit (FRALS)	Fire response vehicle staffed and equipped with a minimum of one California State licensed and Alameda County accredited paramedic, as defined in EMS policies, capable of providing ALS care at scenes of medical emergencies.
High-Risk PCR	A Patient Care Report for a High-Risk patient. See EXHIBIT H - HIGH RISK PATIENT DESCRIPTION.
Incident Location	The destination address or location of the patient to which the FRALS/Ambulance is dispatched.
LEMSA	Local Emergency Medical Services Agency, as defined in California Health and Safety Code, Division 2.5, §1797.94.
Mandatory Data Fields	The minimum amount of information that satisfies the requirement for a completed Patient Care Report left at the receiving hospital or psychiatric facility.
Medical Priority Dispatch System ("MPDS")	The system that categorizes emergency calls using an escalating scale of severity assigned to medical conditions, relative to the level and timeliness of response.
Multi-Casualty Incident ("MCI")	A Multi-Casualty Incident (MCI) is any incident where the number of injured persons exceeds the day-to-day operating capabilities and requires additional resources and/or the distribution of patients to multiple hospitals.
Mutual-Aid	Emergency service performed by neighboring providers during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources.
Paramedic	As defined in California Health and Safety Code, Division 2.5, §1797.84.
PCR	Patient Care Report, in either print or electronic form.
Primary Service Area	The City jurisdictional limit or areas for which the responding agency is responsible to provide emergency response. See 3.6 and EXHIBIT A for a Description of the Contractor's Primary Service Area.
Response Time	The time elapsed from the time a call is received by Contractor from the Dispatch Center, until Arrival at the Incident Location by the FRALS/Ambulance.
Quality Improvement	As defined in the California Code of Regulations, Title 22, Chapter 12 and EMSA #166: EMS System Quality Improvement Guidelines.
State	The State of California, its departments and/or agencies.
Subarea	Designation of Metro/Urban, Suburban/Rural and Wilderness within the EOA and/or Primary Service Area, as depicted in EXHIBIT B - DEPICTION AND DEFINITION OF SUBAREAS.
User Fees	Charges to patients and/or insurance providers, including Medicare and Medi-Cal for Services provided by Contractor.

SECTION 1 - INTRODUCTION

1.1 The County is designated as the Local Emergency Medical Service Agency (LEMSA) as defined in the California Health and Safety Code Division 2.5, Section 1797.94 responsible for establishing policies and procedures for the approval and designation of paramedic service providers within its jurisdiction.

1.2 The County has established an Emergency Medical Service District (EM-1983-1) and has entered into agreements with various Emergency Medical Services (EMS) providers, both public and private, to assure the availability of emergency medical response and transportation services within the District.

1.3 The Contractor is willing to provide first response to requests for all medical calls as defined by the algorithms in the Medical Priority Dispatch System (MPDS) protocols and as approved by County EMS. As per MPDS and State regulations, call prioritization must be determined under the direction of the Medical Director.

1.4 Contractor agrees to follow all medical and operational policies as defined in Alameda County EMS policy manuals.

1.5. Transport providers with First Responder Advanced Life Support (FRALS) Units include the cities listed below:

City of Albany Fire Department	2 FRALS
City of Berkeley Fire Department	9 FRALS
City of Piedmont Fire Department	2 FRALS
City of Alameda Fire Department	4 FRALS

1.6 The number of authorized FRALSs units to be funded will not change during the duration of this agreement unless approved by Contractor and EMS Director, and funding is available. Contractor has been authorized for **4 FRALS Units**, subject to additional authorization as set forth in Section 11 of this Agreement.

1.7 The parties hereby execute this single agreement which will constitute formal designation of Contractor as an authorized provider of First Responder Advanced Life Support/Ambulance Services within the Alameda County EMS system under Health & Safety Code Section 1797.178, a paramedic service provider agreement under Title 22 CCR Section 100167, and a written agreement regarding the provision of prehospital emergency medical services under Health & Safety Code Section 1797.201. Nothing in this agreement is

intended to extinguish any existing rights of the parties under Section 1791.201 or 1797.224 of Division 2.5 of the California Health and Safety Code.

SECTION 2 - TERM

2.1 This Agreement is for the provision of 911 emergency medical ground ambulance response and transportation at a paramedic Advanced Life Support ("ALS") level of service, and where specified in this Agreement, Basic Life Support ("BLS") level of service, and First Responder Advanced Life Support Services for a five year period, commencing **November 1, 2011,** and continuing through **October 31, 2016**, with an option to extend for an additional five (5) year period upon mutual agreement between County and Contractor.

2.2 In addition, the parties agree that the debt repayment terms of Section 11 of this Agreement shall be enforceable until the debt is repaid and until then shall be set forth in all future FRALS and Ambulance Transport Services Agreements between the parties.

SECTION 3 - SERVICES/PRIMARY SERVICE AREA

3.1 Contractor shall identify and provide a representative, available to respond at all times within Contractor's Primary Service Area, and authorized to act on behalf of Contractor in all operational matters. Contractor shall provide the specific means for contacting the designated representative.

3.2 Contractor shall be responsible for ensuring dispatch and responding to requests for emergency medical services originating within its primary service area.

3.3 Ambulance Services

a. Contractor shall provide Ambulance Services in accordance with this Agreement, and the requirements of California State Health and Safety Code, Division 2.5, Sections 1797 et seq., California Code of Regulation, Title 22, Division 9, and any amendments or revisions thereof.

b. Contractor shall provide ambulance services within the EOA, as designated in County's Emergency Medical Services Plan and approved by the State Emergency Medical Services Authority ("EMSA"), as defined in California Health and Safety Code, Division 2.5, §1797.54.

c. Ambulance services shall be provided to all areas within the EOA and as otherwise required by this Agreement. A map of the EOA is attached as EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA.

3.4 First Responder Advanced Life Support (FRALS) Services

a. The Contractor shall provide FRALS services to all requests for medical assistance as defined by MPDS protocols (TABLE A - PERSONNEL AND RESPONSE TIME REQUIREMENTS) including 5150 calls. As per MPDS and State regulations, call prioritization must be determined under the direction of the Medical Director.

b. Contractor shall provide FRALS service to patients until transfer of patient care to arriving ambulance personnel, according to County EMS Policies, or a medical physician of competent authority in accordance with County EMS Physician-on-scene policy.

c. Services shall be provided to all areas within the Primary Service Area and as otherwise required by this Agreement. A map of the Contractor's Primary Service Area is attached as EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND PRIMARY SERVICE AREA.

3.5 Standards

a. Contractor shall be available to provide FRALS/ambulance services 24 hours per day, 7 days per week, 52 weeks per year without interruption, for the full term of the Agreement. These services shall be provided without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.

b. Contractor shall be the exclusive 911 medical ground ambulance provider authorized by the County in the EOA and all calls for ambulance services originating in the EOA shall be referred to Contractor, with the exception of automatic aid, mutual-aid and declared disaster response.

c. Contractor shall work cooperatively with the County EMS Director, County EMS Medical Director, and other County staff and agencies to fulfill the terms and conditions of this Agreement.

3.6 Primary Service Area/EOA

a. County hereby establishes an Exclusive Operating Area for the provision of Ambulance Service within the area described in Exhibit A of this Agreement and generally described as the incorporated limits of the City of Alameda and the area known, or formerly known as Coast Guard Island. Exceptions to the exclusivity granted under this Agreement are as follows: declared local, state, or federal disasters that affect the Exclusive Operating Area, Special Events Standbys, and interfacility transports.

b. The creation of this EOA means that the County shall not enter into an ambulance provider agreement with any other firm, county, city, company or governmental body,

other than the federal government, to provide Ambulance Service within the area described herein during the period of this Agreement except as described herein. This Agreement shall not preclude the use of air ambulance resources within the Exclusive Operating Area of City as allowed pursuant to County aircraft policies.

SECTION 4 - FIRST RESPONDER COOPERATION/DESIGNATION

4.1 Contractor's personnel shall cooperate fully with transporting ambulance personnel to facilitate the timely and effective transfer of patient care at the scene; according to Alameda County EMS policy.

4.2 In order to receive the maximum subsidy under the terms of this agreement, Contractor agrees that to qualify as a FRALS unit, each unit shall be staffed 24 hours a day, 7 days a week.

4.3 Intermittent or Rotational Service Interruption

a. FRALS Service which is reduced more than 12 hours in a 24 hour time period shall result in a prorata reduction of the total revenue provided for a full-time FRALS unit.

b. Contractor shall send a quarterly report (EXHIBIT F – REPORT ON INTERMITTENT OR ROTATIONAL SERVICE INTERRUPTION) to the County EMS Director within 10 calendar days of the end of each quarter, showing the number of out-of-service days and locations in excess of 12 hours.

SECTION 5 - PERFORMANCE STANDARDS

5.1 Response Times - Contractor's response time for requests for emergency medical services shall be dispatched according to MPDS categories and shall meet the following performance standards:

a. Contractor's Response Times shall be calculated on a monthly basis for reporting purposes to determine compliance using Percentile (Fractile) Response Time measurements. Response Times for departments with low call volume (less than 100 calls per month) shall be calculated once the Contractor has responded to 100 calls.

b. Contractor's Response Time for Services in the Primary Service Area/EOA shall meet the requirements in Table A. Contractor shall be assessed a penalty if Response Time compliance falls below 90%.

c. Contractors not using MPDS shall respond to all calls using the ECHO Response Times.

d. It is the goal of the County to improve response times for high acuity patients. The County will monitor response time data for the first six months of the agreement, and if all municipal departments are consistently meeting a shorter response time, this agreement will be reopened for renegotiation of response time requirements.

	Metro/Urban		Suburban/Rural		Wilderness	
MPDS CATEGORY:	First Responders	Transport	First Responders	Transport	First Responders	Transport
ECHO	08:30 min.	10:00 min.	08:30 min.	10:00 min.	08:30 min.	10:00 min.
DELTA	08:30 min.	10:00 min.	08:30 min.	10:00 min.	08:30 min.	10:00 min.
CHARLIE	08:30 min.	10:00 min.	08:30 min.	10:00 min.	08:30 min.	10:00 min.
BRAVO	12:45 min.	18:00 min.	12:45 min.	18:00 min.	12:45 min.	18:00 min.
ALPHA	12:45 min.	18:00 min.	12:45 min.	18:00 min.	12:45 min.	18:00 min.

TABLE A - PERSONNEL AND RESPONSE TIME REQUIREMENTS

5.2 Response Time Measurement

a. Response Time shall be measured in minutes and integer (whole) seconds from the time the call is received by Contractor from the dispatch center until arrival at the Incident Location by the FRALS and/or Ambulance, or until the call is cancelled by a public safety agency or dispatch center.

b. Contractor's FRALSs and/or Ambulances shall report on-scene time or staging location time to its dispatch center immediately upon arrival at the scene/staging location.

5.3 Calculating Changes in Call Priority

a Upgrades - **If** an assignment is upgraded prior to the Arrival at Incident of the FRALS/Ambulance (e.g. from a Charlie to Delta), Contractor's compliance and fines shall be calculated based on the shorter of:

- Time elapsed from dispatch to time of upgrade plus the higher priority Response Time standard, or,
- The lower priority Response Time standard.

b Downgrades - If a call is downgraded, prior to arrival on scene of the FRALS/Ambulance (e.g. from a Delta to a Charlie), Contractor's compliance and fines shall be determined by:

- If the time of the downgrade occurs after the FRALS/Ambulance has exceeded the higher priority Response Time standard, the higher priority Response Time standard shall apply; or,
- If the time of the downgrade occurs before the FRALS/Ambulance has exceeded the

higher priority Response Time standard, the lower priority Response Time standard shall apply.

- In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of the County, the longer standard shall apply.

c. Reassignment Enroute

If a FRALS/Ambulance is reassigned en-route or turned around prior to Arrival at Incident Location (e.g., to respond to a higher priority request), compliance and fines shall be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock shall not stop until the arrival of a FRALS/Ambulance on the scene from which the unit was diverted.

d. Canceled Calls

- If a call is canceled prior to the FRALS/Ambulance Arrival at Incident, the compliance and fines shall be calculated based on the elapsed time from dispatch to the time the call was canceled.
- In situations where the FRALS/Ambulance has responded to a location other than the Incident Location (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or where rugged terrain precludes access), Arrival at Incident shall be the time the FRALS/Ambulance arrives at the designated staging location or the nearest public access point to the patient's location

5.4 Response Time Late Response Exemptions ("Exemption")

a. Contractor may request that a late response be excluded from the calculation of Response Time standards ("an Exemption"), if that call falls into one of the following categories:

- A declared Multi-Casualty Incident ("MCI") or disaster that the County EMS Director determines has had a material impact on Contractor's resources.
- There was a delay because information relayed by the Dispatch Center was incorrect so as to prohibit timely arrival at the call.

b. Request for an Exemption must be in writing, and received by the County EMS Director within ten (10) calendar days following the end of the month in which the event occurred. Response Time Exemptions may be granted by the County on a per call basis, following review and investigation by the County. Calls that are approved as an

Exemption shall not be included in the calculations for Response Time compliance. Such requests must include all of the following:

- Detailed description of the circumstances causing the response delay
- Date and time of the occurrence
- Dispatch agency name
- Unit number
- Originating location of responding unit
- The request must include performance reports for the month in which the incident occurred and written documentation supporting the request.

SECTION 6 - ADDITIONAL SERVICE PROVISION

6.1 5150 Response

a. Contractor shall respond paramedic ALS level personnel to 5150 Calls dispatched as an Echo, Delta, or Charlie. If MPDS is not used, Contractor shall respond a paramedic to all 5150 calls for medical clearance.

- If the patient requires medical clearance at an emergency department Contractor shall be responsible for transport in accordance with County EMS Policies regarding psychiatric patient care.
- If the patient does not require medical clearance at an emergency department, the Contractor may cancel the ALS ambulance and request through ACRECC, that a BLS ambulance from the County Contracted Private Provider transport the patient to the appropriate psychiatric facility, in accordance with County EMS Policies regarding psychiatric patient care.

b. 5150 calls initially dispatched as Alpha or Bravo by County Dispatch Center will be responded to by the County Contracted Private Provider. Contractor is not required to respond to 5150 calls dispatched as Alpha or Bravo

6.2 Multi-Casualty Incident/Disaster Response

a. Contractor shall cooperate with County in rendering emergency assistance during a declared or an undeclared disaster or Multi-Casualty Incident ("MCI"), in accordance with County EMS Policies.

b. If County EMS Director directs Contractor to respond to a medical disaster in an adjacent jurisdiction, fines for Response Times shall be suspended. Contractor shall use its best

efforts to maintain primary emergency services and may suspend non-emergency services as necessary.

c. Incident Notification - Contractor shall have a mechanism in place to communicate current field information to, ACRECC during a medical response to: 1.) MCIs, 2.) disasters, 3.) hazardous materials incidents, and 4.) other unusual occurrences, as described in EMS Policies.

d. Interagency Training for Exercises/Drills - Contractor is encouraged to participate in County-sanctioned exercises, disaster drills, and interagency training.

e. In-County Mutual-Aid requests

- Contractor shall request mutual-aid from other municipalities in Alameda County anytime Contractor is unable to respond to requests to respond to a medical emergency. Examples may include, but are not limited to unavailability of Contractor's ambulances due to call volume or a fire incident within Contractor's Primary Service Area. Contractor remains responsible for the response time to medical mutual aid responses.

- Contractor shall use its best efforts to enter into EMS Mutual-Aid agreements with other municipalities in Alameda County and the County Contracted Private Provider, or other areas where EMS Mutual-Aid is provided on a regular basis.

- Any executed agreements between Contractor and another municipality in Alameda County or the County Contracted Private Provider for EMS Mutual-Aid shall be sent to the County EMS Director within 45 calendar days of execution.

- Contractor shall notify the County EMS Director of the status of the Mutual Aid agreement by October 1, 2011.

- The mutual aid agreement shall be executed no later than November 1, 2011.

- Contractor shall respond to EMS Mutual-Aid requests from other Alameda County agencies within Alameda County according to prior written agreements with those agencies.

- Contractor shall document the number and nature of all EMS Mutual-Aid responses it requests or provides.

6.3 Transport Requirements

a. Destination:

Patients shall be transported in accordance with County EMS Policies, as may be amended from time to time.

b. Air Ambulance Agreements:

County may enter into separate transport agreements with Air Ambulance providers. Notwithstanding any other provision of this Agreement, County may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient, as defined in County EMS Policies.

SECTION 7 - QUALITY IMPROVEMENT

7.1 Contractor shall work with County EMS to develop a Quality Improvement template that shall be used to develop a Quality Improvement Plan. The Quality Improvement Plan shall:

a. Be consistent with the requirements of the State California for emergency medical system quality improvement, including those contained in Title 22, Chapter 12.

b. Be consistent with County EMS Policies.

c. Be integrated with the County Contracted Private Provider, Medical Dispatch Centers, and County EMS.

d. Incorporate compliance assurance, process measurement and control, and process improvements.

e. Measure clinical indicators as developed through collaborative efforts with the County.

f Be based on current EMS research and call demand.

g. Endeavor to ensure the long-term economic viability of the EMS system while maximizing value to the community. Contractor shall service targets through process improvement, standardization, and evaluation of internal programs.

7.2 The final Quality Improvement Plan must be submitted to the County EMS Director for approval six (6) months following the Agreement Start Date. The County EMS Director may revise the requirements of the Quality Improvement Plan no more often than annually..

7.3 Contractor shall ensure that personnel in leadership positions actively oversee the implementation of the Quality Improvement Plan, including but not limited to:

a. Ensuring that the agency is represented at County EMS workgroups and/or committees dealing with quality improvement.

b. Designating a manager to oversee Contractor's Quality Improvement Plan.

c. Submitting required reports to the County

d. Actively participating in quality improvement and/or research projects designed to improve the quality of emergency medical services in Alameda County

SECTION 8 - PERSONNEL REQUIREMENTS

8.1 Contractor shall provide a highly qualified and experienced physician, Registered Nurse, or Paramedic to implement and oversee Contractor's Quality Improvement Plan. This individual shall be responsible for the medical Quality Improvement/Assurance evaluation of Contractor's services.

8.2 CONTRACTOR shall ensure appropriate personnel represent the department at County EMS meetings.

8.3 Contractor shall submit via email an annual list of all paramedics with license dates and expiration dates as specified in County EMS Policies.

8.4 First Responder/Ambulance Staffing Requirements:
Contractor shall staff First Responder/Ambulance personnel as specified in Alameda County EMS Policies.

8.5 Personnel Licensure/Certification/Training Requirements:

a. Field Personnel performing First Responder/Ambulance services under the Agreement shall at all times be appropriately certified and/or licensed to practice in the State of California and in the case of Paramedics, accredited in Alameda County.

b. Contractor shall, at all times, retain copies of current licenses, certifications, and training documentation for Field Personnel performing First Responder/Ambulance services and provide electronically if requested by EMS Director.

SECTION 9 - ELECTRONIC PATIENT CARE REPORT AND DATA COLLECTION SYSTEM

9.1 Contractor shall use Patient Care Reports ("PCR"), described in EXHIBIT G - EQUIPMENT LOAN AGREEMENT, for patient documentation on all calls, including:

a. patient contacts

b. canceled calls

c. non-transports, with the exception of refusal of service and disaster response, pursuant to County EMS Policies

9.2 The PCR shall clearly identify any instance where two or more patients are transported in the same Ambulance.

9.3 PCR Delivery to Receiving Hospitals or Psychiatric Facilities

a. Ambulance Personnel:

- It is expected that PCRs shall be provided to receiving hospitals and psychiatric facilities prior to departure of Field Personnel. Contractor shall be penalized if PCR compliance falls below 90% as specified in this agreement
- For every patient transported, especially High-Risk patients (EXHIBIT H - HIGH RISK PATIENT DESCRIPTION), a complete, print-copy of the PCR is to be left at the receiving hospital and/or psychiatric facility prior to Field Personnel leaving. Access to an electronic copy of the PCR by the hospital or psychiatric facility shall not substitute for leaving a printed copy, unless authorized in writing by the County EMS Director.
- In the event Field Personnel are unable to complete the PCR prior to leaving the receiving hospital or psychiatric facility he/she shall:
  - Leave a print-copy of the PCR with Mandatory Data Fields completed, as described in EXHIBIT I - MANDATORY DATA FIELD REQUIREMENTS; and,
  - Deliver a fully completed PCR within 24 hours of the time Field Personnel left the hospital/facility for that patient.

b. First Responder personnel:

- First responder personnel shall provide to responding ambulance personnel a report, at a minimum field notes, on all care provided and assessment prior to arrival of the ambulance.
- The PCR shall be completed and entered into the County data collection system prior to the end of shift but no later than 24 hours following the call

9.4 Data Collection System for Patient Care Reports

a. Contractor shall ensure its employees are trained on the Data Collection System described in EXHIBIT G - EQUIPMENT LOAN AGREEMENT.

b. The data collection system shall be NEMSIS (National EMS Information System) compliant.

SECTION 10 - MEDICAL OVERSIGHT/COMPLIANCE WITH MEDICAL PROTOCOLS

10.1 All parties shall function in, and comply with the Firefighter Bill of Rights.

10.2 The EMS Medical Director shall provide medical oversight to the Contractor's paramedics and EMTs on issues relating to patient care in collaboration with Contractor's Medical Director in those Departments where there is a Medical Director.

10.3 Contractor shall comply with medical protocols, online medical control, and other requirements as established by the County EMS Medical Director, and/or provided by the County (e.g.: Base Hospital services, authority to perform certain medical interventions, etc.).

SECTION 11 - CONTRACTOR REVENUE/SUPPORT

11.1 At the time this agreement was executed, the City of Alameda was not a member of the Alameda County Emergency Medical Services District. Contractor has agreed to contribute the amount equivalent to the amount that would have been generated by the EMS District Special Tax during FY 2009/10 and 2010/11, based on the number of benefit units within Contractor's Exclusive Operating Area (EOA). This amount will be paid annually, in quarterly installments to the County to compensate County for services it provides to Contractor. This provision will be enforced until the Contractor becomes part of the District through annexation (estimated FY 2012/13.)

11.2 Additionally, the Contractor has been without an agreement during FY 2005/6 – 2009/10; as a result the City owes the County $3,621,887.00.

11.3 During FY 2010/11 (July 1, 2010 – October 31, 2011), Contractor was eligible to receive FRALS funding on a per station basis ($42,893.16/station). This funding shall be used to pay down the debt described in 11.2.

11.4 Beginning November 1, 2011, County will begin providing FRALS funding to transport providers on a per unit basis ($30,000.00/unit). Contractor agrees to defer this funding to be used to repay the debt to County described in 11.2. At the time of this agreement, Contractor is authorized for four (4) FRALS units. Contractor shall operate and County will authorize and credit the funding for an additional two (2) FRALS units for a total of six (6) FRALS units in active service, annually until this debt is repaid (estimated to be 2028). Contractor acknowledges that its FRALS funding at that time will revert back to the four (4) original units, unless funding for the additional two (2) units has been added, as described in Section 11.5.

11.5 Funding shall be increased 3% per year for the term of the Agreement, beginning November 1, 2012. It is agreed by Contractor and the County that under this agreement 1% of the increase will be set aside in an account created by the County for eventual increases in the number of FRALS units or other projects that enhanced Fire EMS response. The use of funds from the 1% set-aside account shall be reviewed by a panel of three, including the EMS

Director and two fire chiefs selected by the Alameda County Fire Chiefs Association who are not involved in the matter being considered for funding. The Contractor has agreed to forego the other 2% of the FRALS funding in order to pay-down the debit described in 11.2. (See EXHIBIT E - FIRST RESPONDER SUPPORT/PAYMENT SCHEDULE for a breakdown of the debt and payment schedule.)

11.6 Once the debt described in 11.2 has been paid in full, Contractor shall resume FRALS funding at the rate established at that time and equivalent to the funding available to other transport providers receiving FRALS funding.

11.7 Transport Provider compensation under this Agreement is through fee for service reimbursement of patient charges "User Fees".

11.8 User Fees

a. The County shall establish user fees by approval of a majority vote of the Board of Supervisors. Contractor is prohibited from charging in excess of the approved User Fees as set forth in EXHIBIT K - CONTRACTOR'S USER FEES - 911 SYSTEM.

b. The rates in effect at the time of this Agreement shall be frozen until the County's Contracted Private Provider rates exceed the rates described in EXHIBIT K – CONTRACTOR'S USER FEES. At that time, Contractor's user fee's will remain equivalent to the County's Contracted Private Provider rates

c. In the event that changes occur that result in at least a 10% increase in costs for providing services pursuant to this agreement, or at least a 10% decrease in total collected revenue compared to the preceding twelve (12) month period, Contractor may request increases or decreases in User Fees. Once the data supporting the request has been verified, the EMS Director shall submit the request and justification for an increase in User Fees to the Board of Supervisors for approval.

11.9 Billing/Collection Services

a. Contractor shall establish a dedicated Customer Service Telephone Line.

b. Contractor shall designate a local employee to handle service inquires and complaints.

c. Contractor shall provide a billing and accounts receivable system that is well documented, easy to audit, and designed to minimize the effort required of patients to recover payments from insurance companies or other third party sources.

d. Contractor shall make no attempts to collect its fees at the time of service. Contractor shall maintain and use a billing system that electronically generates and submits claims for patients receiving Medicare or Medi-Cal.

e. Contractor shall not charge the County or any governmental entity requesting Services for patients transported intra-county while in custody or on a psychiatric (5150) hold. Contractor may bill the patient's insurance; however, Contractor shall not bill the patient directly for these Services.

f. Contractor shall include on all billing statements contact information for the person designated to respond to billing inquiries.

g. Contractor shall conduct all billing and collection activity in a professional and courteous manner.

h. Contractor shall submit its billing and collection policy to the EMS Director for review, prior to Agreement Start Date.

SECTION 12 - VEHICLES AND EQUIPMENT

12.1 In compliance with Exhibit G, Contractor, shall acquire and maintain FRALS units and on-board medical supplies and equipment, to be used to perform FRALS/Ambulance services.

12.2 By signing this agreement, Contractor agrees to the terms and provisions described in EXHIBIT G - EQUIPMENT LOAN AGREEMENT.

12.3 Ambulances - All Ambulances shall meet the following specifications:

a. Current EPA and State of California emission standards

b. Title 13, California Code of Regulations

c. California Vehicle Code.

d. Contractor shall replace ambulances as described in Alameda City Administrative Policy and Procedure #48, Vehicle and Equipment (Fleet) Replacement Policy dated 5/3/2006, unless otherwise agreed to in writing by Contractor and County.

12.4 FRALS Unit/Ambulance Markings - FRALSs/Ambulances shall display the following signage, on both sides:

a. Level of service (e.g., "Paramedic Unit")

b. Contractor's name

12.5 Equipment

a. All on-board equipment, medical supplies and personal communications equipment used by Contractor shall meet or exceed the minimum requirements of the EMS Policies and this Agreement.

b. Contractor shall have and submit to County policies regarding the acquisition, stocking and security of controlled substances carried on Service Vehicles.

c. Equipment and supply requirements may be modified with the approval of the EMS Director, including modifications due to changes in technology.

d. The County may inspect FRALS unit/Ambulances for EMS related equipment and supplies at any time without prior notice.

12.6 Failure to meet minimum in-service equipment/supply requirements:

a. If any Service Vehicle fails to meet the requirements, as contained in EMS Polices, the County may assess a penalty to Contractor, as specified in this agreement.

b. In addition to any penalty, if the EMS Director determines that the failure to meet requirements is critical, the Service Vehicle shall be removed from service until the non-compliance is corrected.

12.7 Radio Equipment

Contractor shall equip and maintain each Ambulance with communications equipment as set forth in EXHIBIT J - COMMUNICATIONS EQUIPMENT, which may be changed from time to time.

SECTION 13 - REQUIRED REPORTS

13.1 Contractor shall provide, within thirty (30) calendar days after the first day of each month, reports addressing its performance during the preceding month with respect to the clinical, operational, and financial performance requirement, in the form and manner required by the EMS Director. To the extent that EMS is able to generate reports from data collection system; Contractor will be relieved of the responsibility to submit these reports. Reports shall include, but are not limited to:

a. Response Time Compliance reports

b. Reports on patient/customer complaints

c. Clinical Reports (e.g.: protocol compliance, intubation success rate, etc.)

d. Other reports as requested by County with reasonable notice.

13.2 Other reports may be required less frequently than monthly, as determined by the EMS Director.

13.3. County shall provide notice to Contractor at least two (2) months in advance of any change to required reports, frequency, or due dates.

13.4 Response Time Performance

a. Response Time data, including reports received from the dispatch center, shall be used by Contractor and County to evaluate Contractor's performance and compliance. .

b. If Response Time compliance is below 90% for any calendar month or longer period, if required to accumulate 100 responses (see Section 5.1), Contractor shall identify the causes and shall document efforts to eliminate problems on an ongoing basis.

c. Contractor shall submit a performance improvement plan with the Response Time performance report. The performance improvement plan shall identify each problem that contributed to a failure to meet Response Times and steps being taken to correct the problem.

d. Response Time reporting and times shall be documented as set forth in this Agreement.

13.5 High-Risk PCRs

a. Contractor shall conduct an audit by randomly selecting and reviewing a minimum of ten percent (10%) of the High-Risk PCRs. For departments with low call volume (less than 100 calls per month) 100% of high-risk PCRs shall be evaluated. The monthly audit shall review compliance with EXHIBIT I - MANDATORY DATA FIELD REQUIREMENTS.

b. Each non-compliant High-Risk PCR from this audit shall be evaluated by Contractor and the EMS Medical Director or designee.

c. Contractor shall prepare a monthly report documenting compliance with Mandatory Data Fields (EXHIBIT I - MANDATORY DATA FIELD REQUIREMENTS) and High Risk PCRs (EXHIBIT H - HIGH RISK PATIENT DESCRIPTION).

13.6 Compliance with Protocols

a. Contractor shall report monthly on the overall compliance with EMS Policies and performance on all calls in a format provided by the Quality Council and provided by EMS.

b. Data for compliance shall be submitted in aggregate and stratified by categories identified in the Quality Improvement Plan and approved by the EMS Director.

13.7 Quality Improvement

a. Contractor shall develop a clear and concise set of processes and practices designed to identify and address opportunities for improvement. The description of these processes

shall include the approach for achieving and maintaining measurable outcomes.

b. Contractor shall provide reports that update progress on quality improvement projects as requested by the EMS Director.

c. Contractor shall participate with the County's quality plan and follow all EMS policies regarding quality improvement and provide appropriate data.

SECTION 14 - PENALTY PROVISIONS

14.1 Penalties described in this section shall not exceed to total annual FRALS funding, under this agreement. Penalties may be disputed as described in Section 14.11.

14.2 Response Time Penalty

a. Contractor shall be penalized any time Response Time compliance drops below 90% for any calendar month. Response Times for departments with low call volume (less than 100 calls per month) shall be evaluated when the Contractor has responded to 100 calls. Once the 100 call level is exceeded, the number of calls to achieve the 100 call threshold will start over in the next month.

b. Calculating Ambulance Response Time Penalties

- Compliance will be calculated based on combining all levels of ambulance responses (Echo, Delta, Charlie, Bravo, and Alpha) and all subareas (Metro/urban, Suburban/Rural, Wilderness). If compliance falls below ninety percent (90%) the subsidy will be reduced by 10% for the next month.
- Compliance for Contractors with low ambulance volume (less than 100 calls per month) will be determined by accumulating the monthly call volume until a total of 100 calls is exceeded. Failure of the Contractor to meet the 90% compliance level will result in a 10% reduction of the subsidy for a period equal to the number of months required to exceed the 100 call minimum. For example, if it takes Contractor three months to respond to more than 100 calls, the penalty deduction will be applied to the next three subsidy payments. Once the 100 call level is exceeded, the number of calls to achieve the 100 call threshold will start over in the next month.

c. Calculating FRALS response time penalties

- Compliance will be calculated based on combining the Echo, Delta, and Charlie levels of responses and all subareas (Metro/urban, Suburban/Rural, Wilderness). If compliance falls below ninety percent (90%) the subsidy will be reduced by 10% for the next month.

- Compliance for Contractors with low response volume (less than 100 calls per month) will be determined by accumulating the monthly call volume until a total of 100 calls is exceeded. Failure of the Contractor to meet the 90% compliance level will result in a 10% reduction of the subsidy for a period equal to the number of months required to exceed the 100 call minimum. For example, if it takes a Contractor three months to respond to more than 100 calls, the penalty deduction will be applied to the next three subsidy payments. Once the 100 call level is exceeded, the number of calls to achieve the 100 call threshold will start over the next calendar month.

d. If FRALS/Ambulance calls are not categorized at the Contractor's dispatch center, compliance will be measured as if all calls are within the ECHO Category.

e. If Response Time compliance **drops below 90%**, a performance improvement plan must be submitted to the EMS Director with the monthly compliance report. The performance improvement plan must identify each problem that led to the delayed response and the steps being taken to correct each such problem.

14.3 Failure to Respond

Contractor's subsidy shall be reduced by a penalty of $2,500 for each failure by the Contractor, with the exception of operational necessity, to provide FRALS/Ambulance to a location within the Primary Service Area/EOA where a response has been requested by the Dispatch Center. The imposition of a penalty does not release Contractor of any other liability from its failure to respond. A request for an exemption of this penalty due to operational necessity may be submitted to the EMS Director. The request shall be reviewed by a panel of three, including the EMS Director and two fire chiefs selected by the Alameda County Fire Chiefs who are not involved with the issue.

14.4 Response Level

Contractor's subsidy shall be reduced by a penalty of $50 for every incident in which a BLS Ambulance responds to a call and/or transports a patient requiring an ALS Ambulance.

14.5 Missing Mandatory Data Fields

Contractor's subsidy shall be reduced by a penalty of $50 for each High-Risk PCR where one or more of the Mandatory Data Fields are not complete.

14.6 Missing PCR at the Receiving Hospital or Psychiatric Facility

a. A complete PCR is one where all patient care information required has been entered, as

defined in EMS policies.

b. A complete print-copy PCR shall be left at the receiving hospital or psychiatric facility prior to departure of Field Personnel.

c. If Field Personnel are unable to leave a complete print-copy of the PCR, a PCR with at least the Mandatory Data Fields completed shall be left at the receiving hospital or psychiatric facility prior to departure of Field Personnel from the hospital or facility. Effective 11/01/2011, if neither a complete PCR, nor a PCR with at least the Mandatory Data Fields completed is left, Contractor's subsidy shall be reduced by a penalty of $5 per occurrence. For High Risk PCRs, this penalty shall be $50.

d. Where a partial PCR with only Mandatory Data Fields completed was left instead of a complete PCR, the Contractor shall deliver a complete print-copy of the PCR for that patient within 24 hours of the departure of Field Personnel from the receiving hospital or facility.

e. If a complete print-copy of the PCR is not delivered within the 24-hour period specified above, that PCR shall be considered late and incomplete. Contractor's subsidy shall be reduced by a penalty of $50 per occurrence.

14.7 PCR Good Cause Exemption

a. Contractor may apply for an exemption for penalties related to any PCR. Any application for an exemption must be in writing and include justification for each exemption requested.

b. It is within the sole discretion of the County to grant an exemption based on the facts and circumstances of each case.

14.8 Failure to Provide Timely Reports

Contractor shall promptly deliver each required report to the County. Contractor's subsidy shall be reduced by a penalty of $50 per day for each day a report is late.

14.9 Failure to Meet Minimum In-Service Equipment/Supply Requirements

Contractor's subsidy may be reduced by a penalty of up to $1000 per failed inspection for any FRALS/Ambulance that fails to comply with EMS Policies with respect to equipment and supplies. Penalties shall be proportionate with the potential for impact on patient care.

14.10 Failure to Provide Arrival at Incident Time

a. Contractor's subsidy shall be reduced by a penalty of $50 penalty each and every time a FRALS/Ambulance is dispatched and Contractor fails to document the Arrival at Incident time.

b. When the Arrival at Incident time for a call is not obtained, the response to that call shall be deemed to have exceeded Response Time.

c. If Contractor has failed to document an Arrival at Incident Time, an exemption from the penalty may be granted if Contractor demonstrates, to the satisfaction of the EMS Director, an accurate Arrival at Incident time

14.11 Penalty Disputes

a. Contractor may appeal any penalty to the EMS Director in writing within fourteen (14) calendar days of receipt of notification of the imposition of a penalty.

b. The EMS Director shall review all appeals and make the decision to eliminate, modify, or maintain the penalty. The EMS Director's decision shall be final.

14.12 Payment of Penalties

a. County shall invoice the Contractor quarterly for any penalty under this Agreement based on the Contractor's monthly performance reports. The parties shall make a good faith effort to resolve any disputes within a 30-day period. If the parties are unable to mutually resolve the dispute within that 30-day period, the Contractor shall pay the penalty in full. If the Contractor prevails and the penalty is canceled the penalty money shall be returned to the Contractor.

b. Failure by the County to assess or impose any penalties at any point, for any reason, does not impact County's right to do so in the future for the same or other incidents; however, County may not impose penalties retroactively greater than three (3) months after discovery and completion of its investigation of the incident causing penalties.

c. Fire service penalty money under this agreement will be set aside in an account created by the County for eventual increases in the number of FRALS units or other projects that enhanced Fire EMS response. Requests shall be reviewed by a panel of three, including the EMS Director and two fire chiefs selected by the Alameda County Fire Chiefs Association who are not involved in the matter being considered for funding.

SECTION 15 - COOPERATION WITH EMS SYSTEM/COMMUNITY EDUCATION

15.1 Community Programs - Contractor shall submit its plan for education programs in its service area and submit a report to EMS no later than April 1, 2012 describing these programs.

15.2 Contractor agrees to participate and assist in the development of system changes subject to negotiated costs, if any.

15.3 County agrees to continue obtaining input from all participating Contractors prior to implementing change to system policies and procedures.

15.4 Contractor shall participate and assist in changes related to emergency medical services in Alameda County through their participation in committee meetings and work groups (e.g.: Emergency Medical Oversight Committee, Quality Council and Data Steering Committee).

SECTION 16 – ADMINISTRATIVE PROVISIONS

16.1 Material Breach

a. Willful failure of Contractor to provide Services under this Agreement in substantial compliance with the requirements of the applicable Federal, State, and County of Alameda laws, rules, and regulations shall constitute a material breach by Contractor. Minor infractions of such requirements shall not constitute a material breach unless such infractions are willful and repeated.

b. Acts or omissions that shall constitute a material breach by Contractor include but are not limited to the following:

- Willful falsification of data supplied to County during the course of operations, including but not limited to dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;
- Willful failure to maintain equipment in accordance with the requirements of this Agreement;
- Willful attempts to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- Chronic and persistent failure to require employees to conduct themselves in a professional and courteous manner, and to present a professional appearance;
- Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;

- Repeated failure to meet Response Time requirements after receiving notice of non-compliance from the EMS Director;
- Failure to maintain required insurance;
- Willful failure to comply with vehicle lease provisions;
- Willful and repeated material breaches of Contractor's backup provisions.
- Willful failure to comply with executed Mutual-Aid agreements;
- Failure to timely obtain and maintain the necessary licensing and/or certification required by law to provide Services;

16.2 Notice and Cure of Material Breach

a. County shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of a material breach.

b. Contractor shall have the right to cure the material breach within ten (10) calendar days of receipt of notice. Within three (3) calendar days of receipt of a material breach notice, Contractor shall deliver to County, in writing, a plan of action to cure the material breach.

c. If the material breach, by its nature, cannot reasonably be cured within ten (10) calendar days, Contractor may request additional time to complete cure of the breach.

16.3 County Remedies

a. County shall have the right to terminate this Agreement in addition to any other legal remedy in the event of a material breach that is not cured within ten (10) calendar days or additional time granted by County.

b. County's remedies for any breach are non-cumulative and in addition to any other remedy available to the County.

c. If the County determines any breach has occurred, County may require Contractor to submit a corrective action plan. Failure to submit and implement any requested corrective action plan may be considered a material breach.

16.4 Continuous Service Delivery

Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

16.5 Annual Performance Evaluation

a. The County may evaluate the performance of the Contractor on an annual basis. Contractor shall provide a report to the County to assist in this evaluation within 60 calendar days of written notice by County of its intention to conduct a performance evaluation.

b. The report may require the following information:

- Response Time performance
- Clinical performance in accordance with the Quality Improvement Plan
- Innovative programs that have been initiated to improve system performance
- Update on community education programs and other community initiatives
- Other information as requested by County
- Other information Contractor would like considered by County.

16.6 Assurance of Performance

a. If at any time, the County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor is not performing the Services as required by this Agreement, County shall provide notice to the Contractor specific nature of contractor's deficient performance and may there upon request from Contractor prompt reply as to the notice of deficiency, and a written plan acceptable to County, for the correction of deficiencies in Contractor's performance.

b. Contractor shall provide such reply and a written plan within ten (10) calendar days of the receipt of the County's notice, and shall thereafter diligently commence and fully perform such written plan.

c. Contractor's failure to reply to such notices or to provide a written plan within the required time is a material breach of this Agreement.

16.7 Mutual Termination

This Agreement may be terminated early by mutual consent of the Contractor and the County.

16.8 Termination for Cause

a. If Contractor fails to cure any material breach, following notice and opportunity to cure, County, upon written notice to Contractor, may terminate this Agreement for cause. The termination shall be effective on the date specified in the written notice.

b. Contractor shall be responsible for all costs incurred by County due to termination for cause.

c. In the event of termination for cause, County may purchase any of Contractor's Ambulances at the current depreciated value as of the effective date of the termination. Alternatively, County may elect to rent the Ambulances for fair market rental price, as of the effective date of the termination, as determined by a neutral appraiser. County shall have sole discretion as to which vehicles it purchases or rents pursuant to this provision.

SECTION 17 - GENERAL PROVISIONS

17.1 Permits and License

a. Contractor shall be responsible for and shall hold any and all required Federal, State or local permits or licenses required to perform its obligations under the Agreement.

b. Contractor shall make all necessary payments for licenses and permits for all Ambulance vehicles used.

c. It shall be entirely the responsibility of Contractor to schedule and coordinate all applications and application renewals as necessary to ensure that Contractor is meeting its obligation under the Agreement and is in complete compliance with Federal, State and local requirements for permits and licenses as necessary to provide the services.

d. Contractor shall be responsible for ensuring that its employee's State and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

17.2 Observation and Inspections

a. County representatives may at any time directly observe Contractor's operations at the Dispatch Center or Fire Stations that house FRALS units. Prior to any inspection the County shall notify the on-duty Battalion Chief at least one (1) hour in advance.

b. A County representative may schedule a ride-along on any of Contractor's units, provided that in exercising this right to inspection and observation, County representatives conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties, and shall at all times be respectful of Contractor's employer/employee relationships.

c. At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all

business records, including incident reports, patient records, financial records of Contractor pertaining to the provision of emergency medical services. County may audit, copy, make transcripts, or otherwise reproduce such records as needed for County to fulfill its oversight role.

d. County shall notify Contractor of any critical issues discovered during an observation or inspection.

17.3 Relationship of the Parties

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and Contractor.

17.4 Independent Contractor

a. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

b. Contractor, its employees, subcontractors and agents shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

c. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including Federal and State income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

d. Contractor shall comply with all applicable Federal and State workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees shall be considered as independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

17.5 Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officer, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorney's fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts

17.6 Insurance

Contractor shall at all times during the term of the Agreement with the County maintain in force the insurance coverage specified in EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS, and shall comply with all those requirements as Stated therein.

17.7 Conformity with Law and Safety

a. In performing Services under this Agreement, Contractor shall, at all times, observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, municipal, and local governing bodies, having jurisdiction over the Services, including, but not limited to, all applicable provisions of the California Occupational Safety and Health Act. It shall be Contractor's sole responsibility to be fully familiar with all such applicable laws, ordinances, and regulations.

b. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any failure by Contractor to comply with such laws, ordinances, codes and regulations.

c. If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and warrants submission of an Alameda County EMS Unusual Occurrence Report (as per EMS Policy). Contractor shall

immediately notify County by contacting the Alameda County Regional Emergency Communications Center (ACCREC), as per EMS policy, and asking to speak to the EMS person on call Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents, which occur in connection with this Agreement. This report must include:

- the name and address of the injured or deceased person(s);
- the name and address of Contractor's sub-Contractor, if any;
- the name and address of Contractor's liability insurance carrier; and
- a detailed description of the accident and whether any of County's equipment, tools, material or staff were involved.

d. Contractor shall take all reasonable steps, as per EMS policy, to preserve all physical evidence and information which may be relevant to an accident involving personal injury, death, or property damage, while maintaining public safety, in order to afford County the opportunity to review and inspect such evidence, including the scene of the accident

17.8 Debarment and Suspension Certification

a. Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations ("CFR") 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. Contractor certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any Federal department or agency; and,
- Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

17.9 Ownership of Documents

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or used by Contractor for the Services, and shall defend, indemnify and hold County harmless from any claims for infringement of patent or copyright arising out of such use. The County's rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

17.10 Documents and Materials

a. Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement all EMS related Documents and Materials. This duty shall continue for three (3) years following termination or expiration of this Agreement. Contractor shall not dispose of, destroy, alter, or mutilate such Documents and Materials, for three (3) years following termination or expiration of this Agreement.

b. Retention of Records - Contractor shall retain all documents pertaining to the Agreement including patient care records, as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following termination or expiration of this Agreement. In addition, patient care records for minors shall be retained for a minimum of seven (7) years and/or until the minor turns age 18 plus one year. 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 Federal government.

c. Time of Essence - Time is of the essence in respect to all provisions of this Agreement that specify a time for performance. This requirement shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed by this Agreement.

17.11 Notices

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

b. Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.

c. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

d. Overnight Delivery: When delivered by overnight delivery (e.g., Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

e. Facsimile Transmission: When sent by facsimile to the last facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that: a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt.

Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

17.12 Addresses for purpose of giving notice are as follows:

To County: **County of Alameda**
Alameda County EMS
1000 San Leandro Blvd
San Leandro, CA 94577
Attn: EMS Director

To Contractor: **Fire Department**
(Address)
, (City, State, Zip)
Attn: Title:

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

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

17.13 Equal Employment Opportunity Practices Provisions

a. Contractor shall comply with Title VII of the Civil Rights Act of 1964 and Contractor agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

b. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, State that it is an "Equal Opportunity Employer" or that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

c. Upon request by County, Contractor shall certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

d. Upon request by County, Contractor shall provide County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act that is prohibited by law.

17.14 Waiver

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

17.16 Assignment Not Allowed

CONTRACTOR shall not assign this Agreement to a third party without written consent of the COUNTY; nor shall CONTRACTOR assign any monies due from COUNTY under this Agreement to any third party without written consent of the COUNTY.

17.16 End Term Provisions

CONTRACTOR agrees to return all COUNTY-issued equipment, including equipment purchased by Paramedics Plus, to COUNTY in good working order, normal wear and tear excepted, at the termination of this Agreement.

17.17 Entire Agreement

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between the parties relating to the subject matter of this Agreement.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.

17.18 Headings

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

17.19 Modification of Agreement

This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties. Where there is mutual agreement by Contactor and the EMS Director, the following exhibits may be modified, by a written amendment signed by Contractor and the Director of Health Care Services Agency:

EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S PRIMARY SERVICE AREA/ EOA

EXHIBIT B - DEPICTION AND DEFINITION OF SUB-AREAS

EXHIBIT F - REPORT ON INTERMITTENT OR ROTATIONAL SERVICE INTERRUPTION

EXHIBIT H - HIGH RISK PATIENT DESCRIPTION

EXHIBIT I – MANDATORY DATA FIELDS

EXHIBIT J - COMMUNICATIONS EQUIPMENT

17.20 Survival

The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification, Ownership of Documents, and Conflict of Interest, shall survive termination or expiration.

17.21 Severability

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

17.22 Patent and Copyright Indemnity

Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright, or other proprietary right. Contractor shall defend, indemnify and hold harmless County, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with any claim that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County shall: a) notify Contractor

promptly of such claim or suit; b) permit Contractor to defend, compromise, or settle the claim; and, c) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

If Contractor is obligated to defend County pursuant to this Section and fails to do so after reasonable notice from County, County may defend itself and/or settle such claim or suit, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such claim or suit.

In the case of any such claim of infringement, Contractor shall either, at its option: a) procure for County the right to continue using the Contractor Products; or b) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

Notwithstanding this Section, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

17.23 Choice of Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be Alameda County Superior Court for state actions and the Northern District of California for any federal action.

SIGNATORY

By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement:

County of Alameda

By: Nate Miley
Signature

Name: Nate Miley

Title: President of the Board of Supervisors

Date: 1/30/2012

Approved as to Form:

By: _____
County Counsel Signature

Contractor

By: _____
Signature

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Signature

Title Acting City Attorney

EXHIBIT A - DEPICTION & DEFINITION - CONTRACTOR'S PRIMARY RESPONSE AREA/EOA

1. There are five (5) Emergency Response Zones (ERZ) in Alameda County, which include cities and all unincorporated areas. The following are cities contained in each ERZ:

   a. **Zone 1** – Alameda , Albany , Berkeley , Piedmont

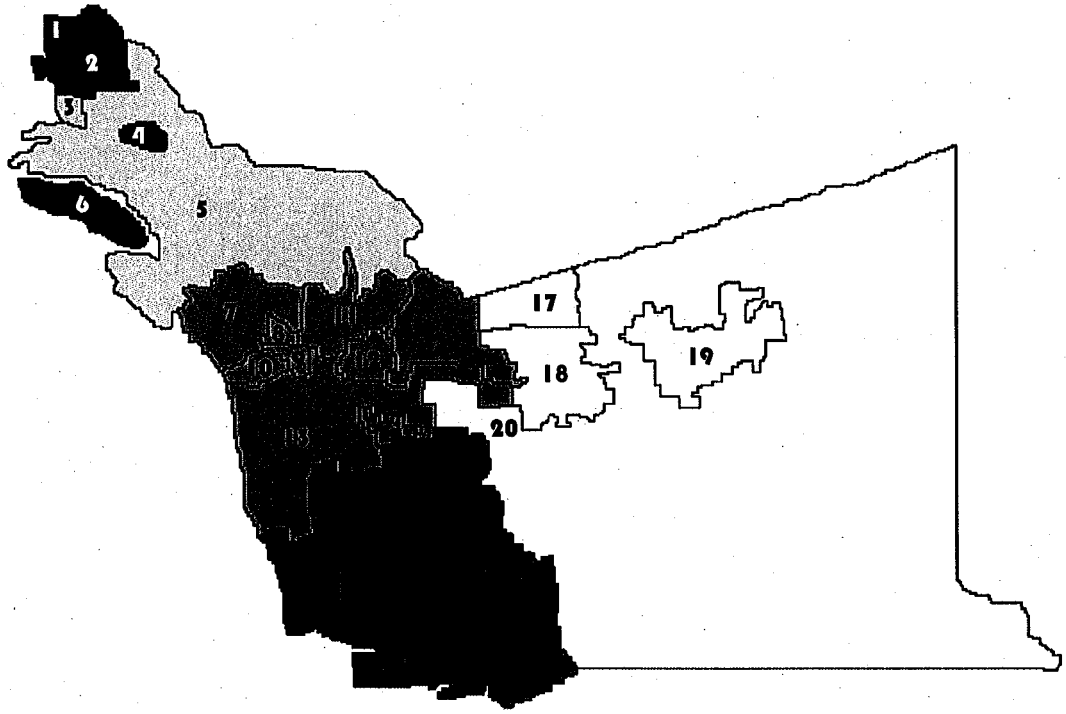
   b. **Zone 2** – Oakland, Emeryville

   c. **Zone 3** – San Leandro , Castro Valley, Hayward

   d. **Zone 4** – Fremont, Newark, Union City

   e. **Zone 5** – Dublin, Pleasanton, Livermore

2. The following is a depiction of the Emergency Response Zones (ERZ) by city and unincorportated areas within Alameda County.



1 - Albany
2 - Berkeley
3 - Emeryville
4 - Piedmont
5 - Oakland
6 - Alameda
7 - San Leandro
8 - Ashland
9 - Cherryland
10 - San Lorenzo
11 - Castro Valley
12 - Fairview
13 - Hayward
14 - Union City
15 - Newark
16 - Fremont
17 - Dublin
18 - Pleasanton
19 - Livermore
20 - Sunol

EXHIBIT B - DEPICTION & DEFINITION OF SUB-AREAS

1. **Density Area Designation:** Designations of call density areas were accomplished by reviewing the call density for every square kilometer grid in the County. The grids were normalized by examining the underlying road structure with the goal of creating zones with Rural/Suburban contiguous with Metro/Urban, eliminating anomalous pockets of high or low density in the midst of one of the density areas, and creating a map that can be incorporated into the computer aided dispatch system.

   Sub-area definitions are for general descriptive purposes only; the actual sub-areas are identified on the maps in this Exhibit. The map defines the subarea, not the actual number of calls received during any period. The identified Sub-areas are subject to change at the discretion of the County.

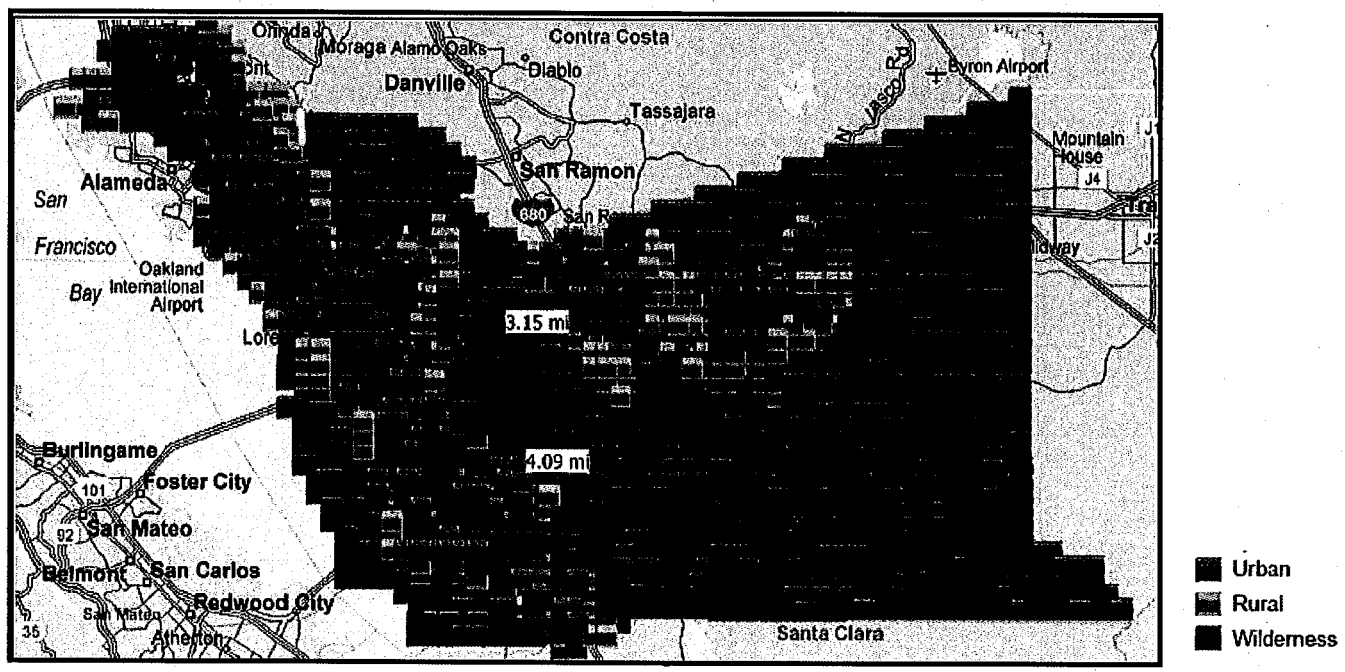
2. **Sub-Areas:** There are 3 possible Sub-areas contained within each ERZ.

   Metro/Urban call densities are determined by identifying the square kilometers that average 2 or more calls per month and at least half of the surrounding square kilometers also average 2 or more calls per month.

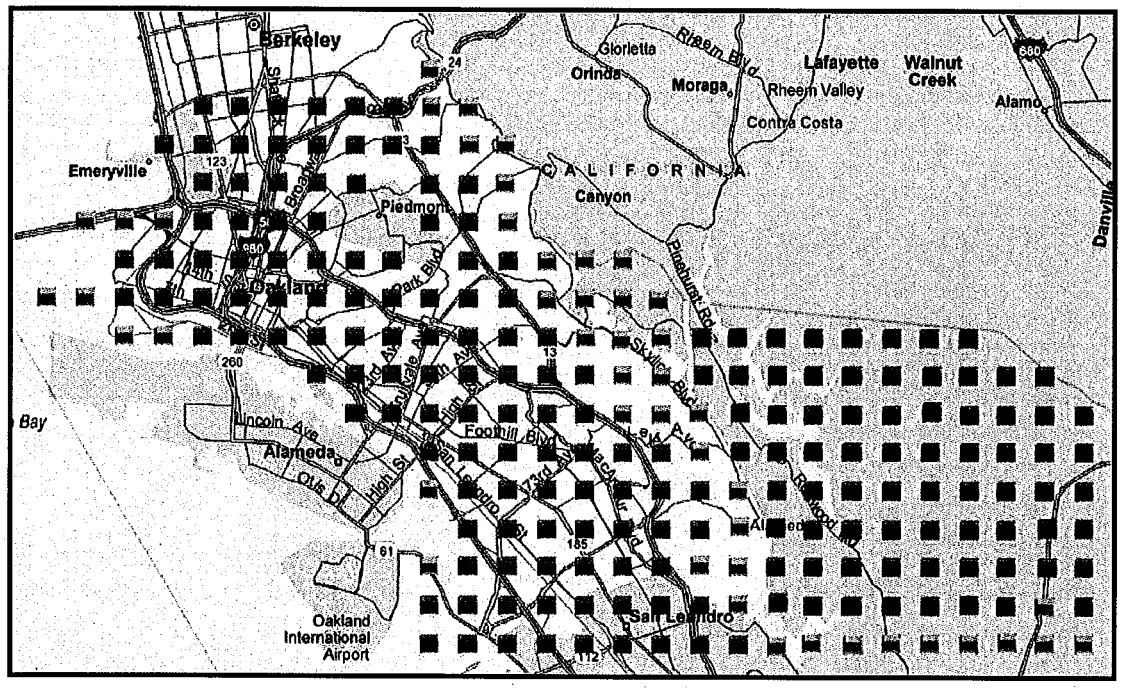
   Rural/Suburban areas are those in which the average calls per square kilometer are between 0.25 and less than 2.0 calls per month on average.

   Wilderness/Low Call Density is determined by identifying the square kilometers that average less than 0.25 calls per month (or one call every 4 months, on average)

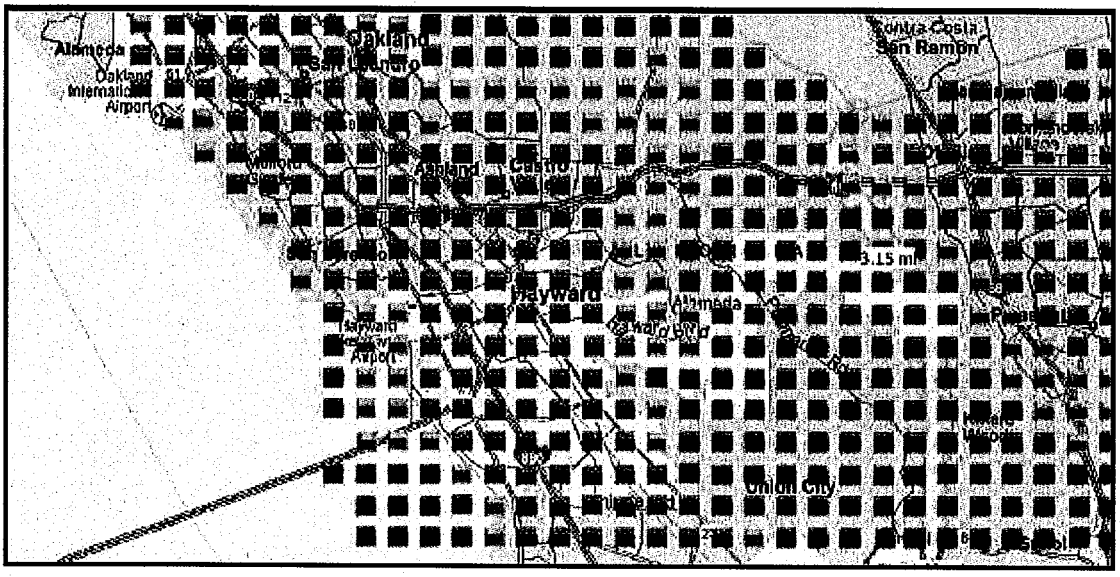
   Alameda County:



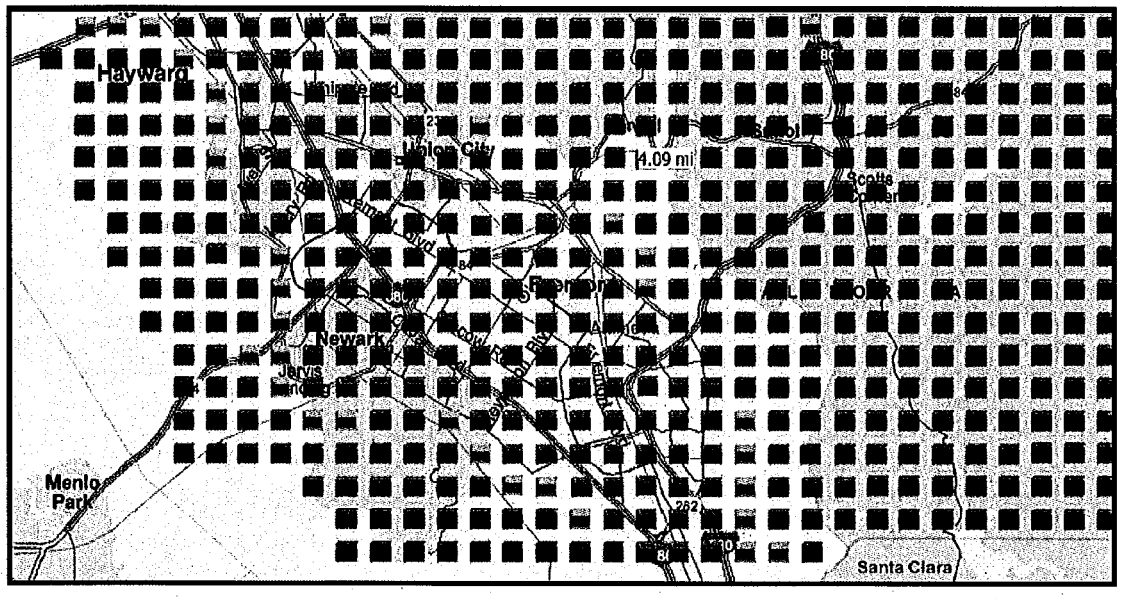
Zone 2:


Berkeley
Emeryville
Oakland
Piedmont
Alameda
Oakland International Airport
San Leandro
Glorietta
Orinda
Moraga
Lafayette
Rheem Valley
Contra Costa
Walnut Creek
Alamo
Canyon
Danville
Bay
Urban
Rural
Wilderness

Zone 3:


Alameda
Oakland International Airport
Oakland
San Leandro
Ashland
Castro
Hayward
Alameda
Contra Costa
San Ramon
Union City
Urban
Rural
Wilderness

Zone 4:


Hayward
Union City
4.09 mi
Fremont Blvd
Fremont
Newark
Jarvis
Menlo Park
Santa Clara
Urban
Rural
Wilderness

Zone 5:

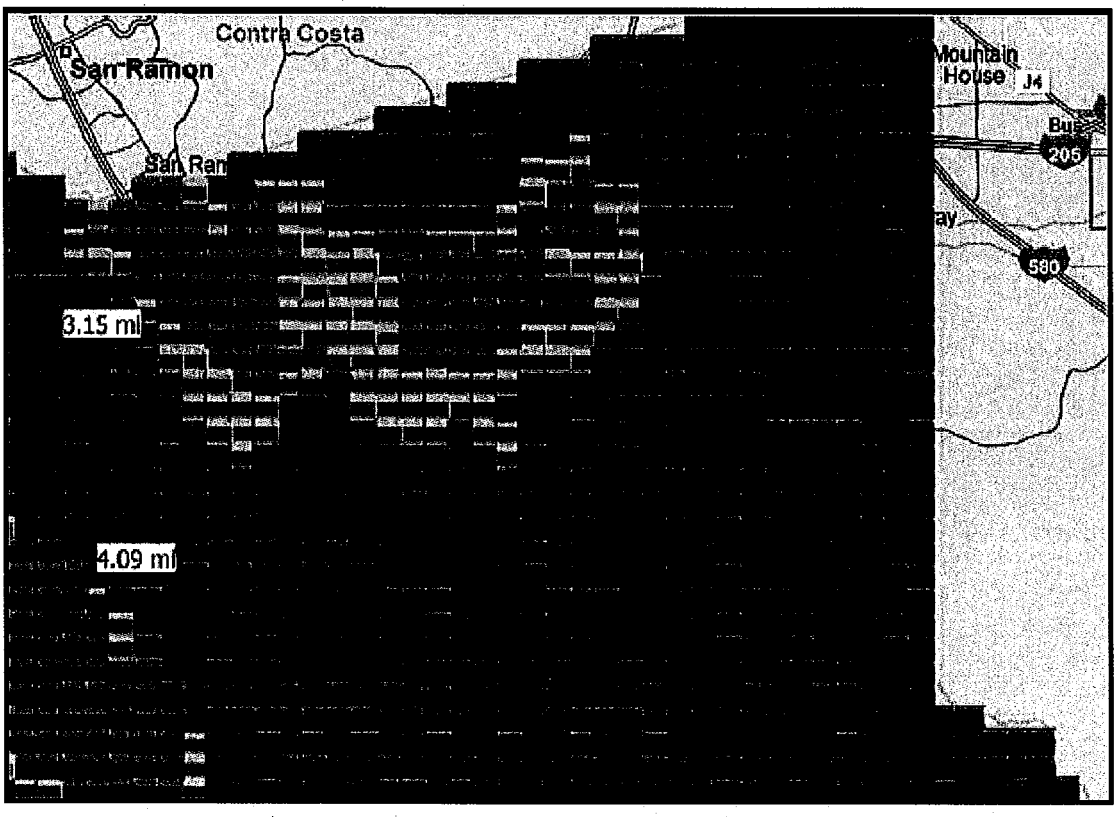

Contra Costa
San Ramon
Mountain House
205
580
3.15 mi
4.09 mi
Urban
Rural
Wilderness

EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A. Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	$5,000,000.00 per occurrence (CSL) Bodily Injury and Property Damage
B. Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities	$5,000,000.00 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C. Workers' Compensation (WC) and Employers Liability (EL) Required for all Contractors with employees	WC: Statutory Limits EL: **$1,000,000.00** per accident for bodily injury or disease
D. Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	$5,000,000.00 per occurrence $10,000,000.00 project aggregate

E. Endorsements and Conditions:

ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.

1. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
2. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
3. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
4. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
6. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
7. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:
   - Department/Agency issuing the agreement
   - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)

EXHIBIT D - DEBARMENT AND SUSPENSION CERTIFICATION

1. _____, under penalty of perjury, certifies that, except as noted below, the company, its principal, and any named subcontractor:

   1.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

   1.2 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years;

   1.3 Does not have a proposed debarment pending; and,

   1.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

2. If there are any exceptions to this certification, insert the exceptions in the following space.

3. Exceptions shall not necessary result in denial of award, but shall be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

4. Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Agreement. Signing the Agreement on the signature portion thereof shall also constitute signature of this Certification.

Name: Michael E. D'Orsi

Signature: _____

Title: Fire Chief

Date: / /

EXHIBIT E - FIRST RESPONDER SUPPORT/PAYMENT SCHEDULE

1. In consideration for the provision of services described in this Agreement, beginning 11/01/2011, COUNTY shall subsidize CONTRACTOR on **6** authorized FRALS units at *100% of the available funding. See section 11 for a description of the funding/debt details.

FISCAL YEAR	FRALS SUBSIDY	ASSESSMENT	PAID	OUTSTANDING
07/01/2005 – 06/30/2006	N/A	$650,000.00		$650,000.00
07/01/2006 – 06/30/2007	N/A	$650,000.00		$1,300.000.00
07/01/2007 – 06/30/2008	N/A	$650,000.00		$1,950,000.00
07/01/2008 – 06/30/2009	N/A	$830,251.00		$2,780,251.00
07/01/2009 – 06/30/2010	N/A	$841,636.00		$3,621,887.00
07/01/2010 – 06/30/2011	$42,893.16 x **3** = **++$128,679.48**	$857,831.00	^^$857,831.00	$3,493,207.52
07/01/2011 - 10/31/2011	33.3% of $42,893.16 x **3** = **++$42,893.16**	(33.3% of $857,831.00) = **$284,799.89**	^^	$3,450,314.36
11/01/2011 - 10/31/2012	$ 30,000.00 x **6** = $180,000	11/01/11-6/31/12 (66.7% of $872,361.42) = **$581,574.28** 7/1/12-10/31/12 - TBD	^^	$3,270,314
11/01/2012 - 10/31/2013	$ 30,600 x **6** = **$183,600	####	####	$3,086,714
11/01/2013 - 10/31/2014	$ 31,212 x **6** = **$187,272	####	##	$2,899,442
11/01/2014 - 10/31/2015	$ 31,836 x **6** = **$191,017	####	##	$2,708,425
11/01/2015 - 10/31/2016	$ 32,473 x **6** = **$194,838	####	##	~~$2,513,587

^^ Paid by the City to the County ** 2% COLA ## To be paid through property tax assessment
++FRALS funding from 7/2010-10/2016 to be applied to the outstanding balance. ~~ The remaining balance will be repaid in subsequent agreements according to the same terms and conditions.

2. *FRALS Services shall be funded based on the following:

☒ Responding to requests for Emergency Medical Services	**60%**
☒ Transferring EMS calls to a designated Medical Dispatch Center for pre-arrival instructions	**20%**
☒ EMS calls to a designated Medical Dispatch Center for MPDS call categorization and response designation as ECHO, DELTA, CHARLIE, BRAVO, ALPHA prior to response	**20%**

3. If Contractor adds or subtracts services contained in #2 during the term of the agreement, funding shall be amended during the next quarter following the change of services.

4. Payments by the City to County from 7/1/10-10/31/12 will be made in equal quarterly installments upon receipt of an invoice, beginning with receipt of the first invoice after **February 1, 2012.**
5. Total payments to be calculated and determined by the number of authorized FRALS units actually in service. (See Exhibit F and Section 4.3 & 4.4 for intermittent or rotational closure of stations).
6. The number of FRALS units specified in #1 above will not increase during the life of this agreement unless approved by Contractor and the EMS Director and funding is available.
7. To subtract units CONTRACTOR must notify the EMS Director prior to the reduction.

EXHIBIT F - REPORT ON INTERMITTENT OR ROTATIONAL SERVICE INTERRUPTION

FY 20 / Quarter

Department: Station:	*Service Interruptions Days per Month			Subsidy Reduction
	Intermittent Days	Rotational Days	Total Days	
1st Quarter:				
July				$()
August				$()
September				$()
Total				**$()**
2nd Quarter:				
October				$()
November				$()
December				$()
Total				**$()**
3rd Quarter:				
January				$()
February				$()
March				$()
Total				**$()**
4th Quarter:				
April				$()
May				$()
June				$()
Total				**$()**

Annual subsidy: $
Days/year:
Daily subsidy: $
FRALS units / day:
Daily unit subsidy: $

Quarterly Invoice: $
Subsidy Reduction $()
Total subsidy payment: $

Sample Only

***Days in which FRALS service is reduced greater than 12 hours (see Section 4)**

EXHIBIT G - EQUIPMENT LOAN AGREEMENT

A. INTRODUCTION:

Paramedics Plus has contracted with County to loan the following equipment to Contractor for use on FRALS units at no cost to Contractor:

1. **Seven (7) Rugged mobile personal computers and Tablet PC software** for the PCR system:
   a. Panasonic CF-19 Toughbook
   b. One (1) spare battery
   c. One (1) AC charging cable
   d. IT support and updates when required
   e. Routine scheduled maintenance.
2. **Seven (7) LIFEPAK 15 System**
   a. LP 15 monitor-defibrillators capable of wireless transmission of 12-lead ECG's for each unit and sufficient data plan to accommodate and support this process.
   b. Temporary replacement Lifepak 15s for units undergoing repairs
   c. Velocitor charger
   d. Station charger
   e. One (1) spare battery
3. **Four (4) Physio-Control chest compression system** (LUCAS device)
   a. Lucas CPR device
   b. One (1) spare battery
   c. One (1) station charger

B. CONDITIONS:

1. Acceptance of Paramedics Plus equipment is optional. By accepting equipment under this agreement, Contractor commits to utilizing equipment in the delivery of all ALS First Response services. If Contractor is not utilizing the equipment for the delivery of care (e.g.: closure of a station, reduction of FRALS units) all equipment must be immediately returned to Paramedics Plus.

2. Paramedics Plus shall maintain ownership of the equipment at all times. The terms of this exhibit and the responsibilities outlined herein are not transferable. By accepting Paramedics Plus equipment, the Contractor agrees to comply with all terms and conditions set forth herein associated with the loan of equipment.

3. The Contractor shall be solely responsible for the proper use and deployment of the equipment. Paramedics Plus shall be responsible for training personnel using the equipment on the proper use of the equipment in accordance with any equipment use procedures. The Contractor accepts sole responsibility for operating the equipment at its sole risk.

4. Contractor agrees to give this equipment the same level of care as similar property purchased by Contractor. Equipment shall be returned to Paramedics Plus in as good a

condition as when received by the Contractor, reasonable wear and tear excepted. During the loan period Paramedics Plus agrees to assume all responsibility for maintenance and repair due to normal wear and tear.

5. The Contractor is responsible for the full cost of repair or replacement of any or all of the equipment that is damaged by intentional misuse, abuse, or neglect, lost, or stolen from the time Contractor assumes custody. If the equipment is lost, stolen or damaged, Contractor must immediately notify the Paramedics Plus representative.
6. Paramedics Plus shall pay for all insurance, regularly scheduled maintenance and maintenance agreements for the equipment.
7. All maintenance and repair of equipment shall be performed by personnel authorized by Paramedics Plus. Any unauthorized maintenance voids all original equipment warranties. The Contractor shall be liable for the cost of purchasing a new warranty for the equipment if unauthorized maintenance is performed on the equipment by Contractor's personnel.
8. Contractor shall make the equipment available for inspection and maintenance during regular business hours with adequate advance notice and notify Paramedics Plus in writing of any necessary repairs or if the equipment malfunctions. Inventory management and return notification.
9. Contractor shall maintain and provide annual inventory reports to Paramedics Plus when requested. These reports shall include the Paramedics Plus inventory control number and well as the Contractor unit where the equipment is assigned.
10. Failure to adhere to the conditions described above may result in withdrawal of use and possession of the equipment, through written notice by Paramedics Plus and endorsed by County.
11. Contractor shall return the equipment to Paramedics Plus upon termination of 9-1-1 Ambulance Agreement between Paramedics Plus and County. The current agreement is for the period beginning November 1, 2011, and ending October 31, 2016. County has an option to renew for five additional years, ending October 31, 2021.
12. In consideration for the equipment loan, the Contractor agrees to indemnify, defend and hold Paramedics Plus and County harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the equipment, with the exception of the sole negligence or recklessness, or willful misconduct of Paramedics Plus or the County.

Name: Michael E. D'Orazi

Signature: _____

Title: Fire Chief

Date: 1/1

EXHIBIT H - HIGH RISK PATIENT DESCRIPTION

"A High-Risk PCR" is a patient care report for a High-Risk Patient. A High-Risk Patient is defined as follows:

1. STEMI (ST-Elevation Myocardial Infarction) patient transported to any hospital, including a Cardiac Receiving Center, per EMS Policies
2. CVA (Cardio-Vascular Accident) patient transported to any hospital, including a Stroke Center, per EMS Policies
3. Critical Trauma Patient with a trauma activation, per EMS Policies
4. Any patient not breathing or breathing ineffectively (Echo call)
5. Any emergent (lights and siren) return to the hospital
6. Any patient (other than a 5150 patient who has been medically cleared) who is unable, for any reason, to provide a history
7. Any patient aged 10 or less

EXHIBIT I - MANDATORY DATA FIELD REQUIREMENTS

A. Location of incident

B. Approximate time of patient contact

C. Patient name

D. Residence

E. Age

F. Weight

G. General assessment

H. Past medical history

I. History of present illness/ injury

J. Mechanism of injury

K. Medications

L. Allergies

M. Physical assessment

N. Vital signs (BP, Pulse, Respirations, Skin signs, SpO_2)

O. Treatment administered

P. Response to treatment

Q. Narrative

R. Glasgow Coma Scale

S. Signature/name of person completing PCR

EXHIBIT J- COMMUNICATIONS EQUIPMENT

1. Radio Equipment:

1.1 Contractor shall permanently mount into each Ambulance and on each Supervisor Vehicle, analog or digital capable mobile radio with dual control heads and a telephone style microphone in the patient compartment with an external antenna mounted on the Ambulance box roof. These radios shall be compatible with existing P-25 industry standards, and meet local and state interoperability requirements

1.2 Contractor's Field Personnel shall carry portable radio with remote public safety speaker microphone. All portable radios shall be compatible with existing P-25 industry standards, and meet local and state interoperability requirements.

1.3 Contractor's Field Personnel shall carry County-approved radios, rebanding-capable, digitally formatted and fully compliant with P-25 industry standards, and meet local and state interoperability requirements and have appropriate access to necessary channels to meet response time requirements.

1.4 Contractor shall operate subscriber radios in compliance with all rules and regulations of the Federal Communications Commission and Alameda County.

1.5 Contractor shall equip all Service Vehicles with analog/digital capable mobile radio programmed for operation on the CALCORD (equivalent to Motorola APX 7500 VHF or better).

1.6 Contractor shall equip all Service Vehicles used in providing Services to the County with radios for communications with hospital receiving facilities and for ambulance-to-hospital communications.

2. Cellular Phones

Contractor's Service Vehicles shall be equipped with a wireless cell phone for direct landline communications with the Base Hospital, receiving hospitals, County Dispatch Center and other necessary personnel or agencies.

3. 12 Lead ECG Transmission

Contractor shall install 12-Lead electrocardiogram ("ECG") monitors including a modem for transmission in all Ambulance units to allow transmission of 12-Lead ECGs to receiving facilities.

EXHIBIT K - CONTRACTOR'S USER FEES - 911 SYSTEM

	^^Rate Effective as of 11/1/2010
Bundled Base Rate	$1740.35
Mileage per mile	$40.05
Oxygen	$131.21
***Treat, Non-transport Rate**	$483.44

^^ These rates shall be frozen until the County Contracted Private Provider rates exceed the rates above. At that time an amendment to this Agreement shall be made to the User Fee's once an increase is approved by the Board of Supervisors.

* This rate shall be limited to patients who receive a medical intervention, such as intravenous medication administration, and subsequently refuse transport. Patient assessment, including ECG monitoring, does not constitute treatment.