



A Tradition of Stewardship
A Commitment to Service

Emergency and Non-Emergency
Advanced Life Support
Ambulance Transport Agreement

Napa County Health & Human Services Agency
Emergency Medical Services Agency

September 14, 2021

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AGREEMENT WITH AMERICAN MEDICAL RESPONSE WEST FOR COUNTYWIDE EMERGENCY AMBULANCE SERVICES WITH ADVANCED LIFE SUPPORT AMBULANCE TRANSPORT

This Agreement ("Agreement"), entered into this ____ day of _____, 2021, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter called "County" and AMERICAN MEDICAL RESPONSE WEST, DBA AMERICAN MEDICAL RESPONSE, hereinafter collectively called "Contractor";

WITNESSETH:

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

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

WHEREAS, the system design contained in this Agreement is the result of a process involving the County, cities, fire districts, hospitals, ambulance providers, paramedics, physicians, nurses, dispatchers, and consumers; and

WHEREAS, the County's Local Emergency Medical Services Agency ("EMS Agency") has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and paramedic equipped and staffed first response vehicles; and

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

WHEREAS, the EMS Agency has created an EOA within its current Emergency Medical Services Plan; and

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

WHEREAS, Title 22 of the California Code of Regulations, at Section 100168 of Division 9, Chapter 4, Article 7, requires a written agreement for Services; and

WHEREAS, the County engaged in a fair competitive process in accordance with State law and County policy; and

WHEREAS, a County Proposal Review Committee comprised of experts in emergency medical services recommends Contractor as the most responsible qualified proposer; and

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

WHEREAS, Contractor’s emergency ambulance services shall be provided at the ALS level; and

WHEREAS, the Parties agree that Contractor shall respond to all emergency and advanced life support (“ALS”) ambulance services calls including medical 9-1-1 emergency response and 7-digit emergency response within the Napa County Exclusive Operating Area (“EOA”), as provided for in Section 1797.224 of the California Health and Safety Code; and

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION I - ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 AGREEMENT ADMINISTRATION

The Napa County EMS Agency (“EMS Agency”) shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the County. The EMS Agency Administrator or their designee may:

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

1.2 AGREEMENT TERM

This Agreement is effective after approval by the Napa County Board of Supervisors and signed by all parties. The services shall commence on December 31, 2021 at 23:59:59 hours, Pacific Standard Time and its initial term shall end at 23:59:58 hours, Pacific Standard Time on December 31, 2026.

1.3 CREATION OF THE AGREEMENT

This Agreement shall control the relationship between parties and act as the primary document and has been created from the Request for Proposal HHSA-22101 dated March 23, 2021, and all addenda thereto and the Contractor’s proposal in response to that RFP dated June 11, 2021. In the event of an ambiguity or conflict between the terms of this Agreement, such ambiguity or conflict shall be resolved by referring to the terms, conditions, or statements in the Request for Proposals. If the ambiguity or conflict is not addressed in the Request for Proposals, then the ambiguity or conflict shall be resolved by referring to terms, conditions or statements in the Contractor’s proposal.

1.4 CONDITIONS FOR EXTENSION OF THE AGREEMENT

The EMS Agency may offer to extend this Agreement for a second 5-year term which shall end at 23:59:58 hours Pacific Standard Time on December 31, 2031. County and Contractor agree that Contractor’s performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the primary determining factor considered relative to the offer granting of and Agreement extension. Any Agreement extension shall be mutually agreed to by the parties and set forth in a signed written agreement.

- A. The County’s Emergency Medical Care Committee (“EMCC”) shall annually submit to the EMS Agency Administrator its observations and recommendations following its review of the Contractor’s annual performance in each of the following categories:

- (1) Overall compliance with the terms and conditions this Agreement;
 - (2) Compliance with Response Time Standards;
 - (3) Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care;
 - (4) Financial stability;
 - (5) Cooperation of Contractor's personnel in collaborating with the EMS Agency and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County;
 - (6) Customer satisfaction; and
 - (7) Community engagement, including education and prevention activities.
- B. The EMS Agency shall review the observations and recommendations of the EMCC and the EMS Agency Administrator shall inform the Contractor in writing not later than one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension. Once an extension offer is provided to Contractor, Contractor has no more than 60 days to reply in writing with the acceptance or denial of the contract extension offer. Both parties shall act in good faith to ensure terms of contract extension are agreed upon at no less than one year prior to the expiration of the initial term.

SECTION II - NOTICES

2.1 AGREEMENT COMMUNICATION

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

- A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
- B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- C. Overnight Delivery: When delivered by overnight delivery (Federal Express /United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- D. Facsimile or electronic mail transmission: When sent by facsimile, or electronic mail to the last facsimile number or electronic mail address of the recipient known to the party giving notice, notice is effective on receipt, provided that: a.) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or b.) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile, or electronic mail shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: Napa County Health & Human Services
Emergency Medical Services Agency
Attn: EMS Agency Administrator
2751 Napa Valley Corporate Drive, Bldg. B
Napa, CA 94558

To Contractor: Regional Director
American Medical Response
841 Latour Court, Suite D
Napa, CA 94558

With any substantive changes to terms of the agreement a copy to:

Law Department
Global Medical Response, Inc.
6363 S. Fiddlers Green Circle, Suite 1500
Greenwood Village, CO 80111

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

2.2 CHANGE OF CONTACT INFORMATION

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

SECTION III - ROLES AND RESPONSIBILITIES

3.1 SERVICES TO BE PERFORMED BY CONTRACTOR

- A. Emergency Ambulance Services with Advanced Life Support (ALS) Transport.
1. Contractor, under the general direction of the Napa County Emergency Medical Services Agency (“EMS Agency”) shall provide emergency and non-emergency ambulance services with advanced life support (“ALS”) transport to the County of Napa’s exclusive operating area (“EOA”). The EOA is comprised of all incorporated and unincorporated areas of the County of Napa. In addition, Contractor is hereby granted the right to be the exclusive provider of emergency ambulance services, including:
 - a. Emergency medical ground transportation system and Advanced Life Support (ALS) standby transport services.
 - b. Non-emergency ALS transports originating in Napa County
 - c. Respond to 9-1-1 calls and other emergency or urgent medical call requests made by the County’s designated emergency medical dispatch center, transport patients within the emergency medical services (EMS) system, transport other patients requiring ALS service, when the transport originates in Napa County.
 - d. With approval from Napa County EMS Agency, Basic Life Support (BLS) ambulance may be utilized based on the exigencies of the system.
 2. Contractor shall enter into the specific written agreements below. The EMS Agency Administrator shall review and approve all agreements between Contractor and other system providers related to services required as part of this Agreement.
 - a. Contractor shall enter into a written agreement with the City of Napa Central Dispatch Center (Napa Central) for dispatching services. The EMS Agency shall have the right to review and approve the terms of the agreement to ensure consistency with the objectives of this Agreement. To the extent that there are any conflicting terms and/or conditions with the agreement and this Agreement, the terms and conditions of this Agreement shall prevail. Any dispute arising out of the Operations Agreement shall be referred to the EMS Agency Administrator.
 - b. Contractor shall use commercially reasonable efforts to negotiate a service level agreement with fire agencies (American Canyon Fire Protection District, Napa City Fire Department) for the provision of advanced life support first responder services. The EMS Agency shall have the right to review and approve the terms of the agreements to ensure consistency with the objectives of this Agreement. To the extent that there are any conflicting terms and/or conditions with the agreement, the terms and conditions of this Agreement shall prevail. Any dispute

arising out of the Operations Agreement shall be referred to the EMS Agency Administrator.

- c. Contractor shall use commercially reasonable efforts to negotiate a service agreement with the Napa County Fire Department for the provision of a surge ambulance.
3. Contractor shall perform the following services to the satisfaction of the EMS Agency:
- a. Contractor shall furnish emergency ambulance services including 9-1-1 emergency response and 7-digit emergency response for the entire population of the EOA. All of Contractor's 9-1-1 ambulance services shall be provided at the ALS level, unless BLS ambulances, may be used as set forth in the Agreement and in accordance with EMD requirements once authorized by the Napa County EMS Agency.
 - b. Contractor shall provide 9-1-1, emergency and non-emergency ALS ambulance services, without interruption, 24-hours per day, 7 days per week, 52 weeks per year, for the full term of the Contract. Contractor shall provide all of its services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.
 - c. All medical 9-1-1 calls for Emergency Medical Services originating in the EOA will be referred to Contractor. Contractor shall be the sole ambulance provider authorized by the EMS Agency in the EOA covered under this Agreement to provide 9-1-1 ambulance service, except for Mutual Aid and disaster response.
 - d. Contractor shall follow all Napa County EMS Agency Policies and Procedures. Upon signing this Agreement, Contractor acknowledges it has received a Notice to Proceed and shall follow its Implementation Schedule as approved by the EMS Agency.
 - e. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.
 - f. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the EMS Agency's quality improvement system. This plan shall be submitted prior to the commencement of service and shall be submitted annually, no later than December 31 of each calendar year.
 - g. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the EMS Agency Medical Director and authorized by the EMS Agency Administrator. The EMS Agency must

approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no additional cost to the County. Contractor further agrees that services provided under pilot or research programs shall be in addition to the other services described herein. If a pilot or research program would have a financial impact on Contractor, the EMS Agency agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation.

3.2 ALS MANDATE

Contractor is mandated to and shall respond to all requests for services using an advanced life support (“ALS”) Ambulance, except where basic life support (BLS) ambulances may be used as set forth in the Agreement and in accordance with EMD requirements once authorized by the Napa County EMS Agency.

- A. ALS Ambulance shall be staffed with two personnel, at least one of whom shall be licensed and Napa County accredited as a paramedic, in accordance with Napa County EMS Administrative Policy. The second crew member shall be another licensed paramedic or certified EMT-Basic who has completed an additional curriculum approved by the EMS Agency. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS level to all Emergency Calls, Contractor shall bill rates in accordance with applicable laws and this Agreement.

3.3 TIERED RESPONSE PLAN UTILIZING BASIC LIFE SUPPORT (BLS)

- A. The EMS Agency, may in the future, implement a Tiered Response Plan consistent with industry standards and through the Emergency Medical Dispatch process. A Tiered Response Plan will require Napa Central Dispatch or alternate dispatch center to achieve and maintain designation from the International Association of Emergency Dispatch (IAED) as an Accredited Center of Excellence (ACE) at all times the Tiered Response Plan is in place. All responses by a BLS ambulance will conform to Napa County EMS Agency Policy. BLS Ambulance shall be staffed with two certified EMT-Basic in accordance with Napa County Ambulance Ordinance. Contractor shall bill rates in accordance with applicable laws and this Agreement.

3.4 STAND-BY SERVICES

- A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within the EOA where there may be an imminent life threat when directed by Napa Central Dispatch or upon request of a public safety agency Incident Commander.
- B. A unit placed on stand-by shall be dedicated to that incident unless released by the Incident Commander or Napa Central Dispatch.
- C. Contractor shall notify Napa County EMS Duty Officer of stand-by periods exceeding four (4) hours.

- D. Contractor may enter into a separate agreement to provide contracted ambulance services at special events following EMS Agency Special Event Policy using a non-system ambulance or Quick Response Vehicle (QRV) or other alternative response units.

3.5 MUTUAL AID

A. Regional, State, or Federal mutual aid requests

Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the EMS Agency Administrator, the Napa County EMS Duty Officer, or the Napa County Medical Health Operational Area Coordination (MHOAC) Program unless the request would fundamentally cause immediate failure of service to the County's EOA. Any mutual aid refusal must be in consultation with the EMS Agency Administrator or their designee.

B. In-County or neighboring jurisdiction Mutual Aid requests

Contractor shall respond to in-county or neighboring jurisdiction Mutual Aid which may be requested through Napa Central or the EMS Agency Administrator or their designee, unless the Field Supervisor or Napa Central can verify that a given request would cause immediate failure of service to the County's EOA. All Mutual Aid refusals are to be reported to the EMS Agency Administrator the next business day following the refusal. Contractor shall maintain and document:

1. The number and nature of Mutual Aid responses to any neighboring jurisdiction; and,
2. The number and nature of Mutual Aid responses made by other agencies to calls originating within the Contractor's EOA.

- C. Contractor shall not be held accountable for Emergency Response Time compliance for any Mutual Aid assignment originating outside the EOA and these calls will not be counted in the total number of calls used to determine Response Time compliance.

3.6 DISASTER PREPAREDNESS, ASSISTANCE, AND RESPONSE

A. Multi-Casualty/Disaster Response

Contractor shall cooperate fully with the County in rendering emergency assistance during disasters, or in multi-casualty incident responses as identified in the EMS Agency's plans. Contractor's personnel shall perform in accordance with appropriate County multi-casualty response plan(s) and the Incident Command System (ICS). Contractor shall be involved in disaster preparedness planning for the County's Operational Area and provide support to the State of California Governor's Office of Emergency Services Region II if requested through proper channels unless the request would cause immediate failure of service to the County's EOA. Any refusal must be in consultation with the EMS Agency Administrator or their designee. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the EMS Agency Administrator or County Health Officer in accordance with

Health and Safety Code 1797.153 and their respective authority and/or that of their designee as it relates to their shared responsibility as the MHOAC.

B. Emergency Operations Plan

Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans and provide a written local multi-hazard disaster plan to the EMS Agency Administrator before December 31, 2021. The plan should include triggers for activation, notifications, communications, staffing, vehicles, equipment, hospital and healthcare facility evacuations. The plan also shall identify EMS surge supplies needed for a minimum of 72 hours.

C. Continuity of Operations

Contractor shall submit a Continuity of Operations Plan (COOP) to the EMS Agency Administrator for approval, by December 31, 2021. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

D. Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the EMS Agency Administrator.

E. Emergency Recall of Workforce

Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the EOA.

F. Personal Protective Equipment

Contractor shall provide personal protective equipment for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum Personal Protective Equipment (PPE) for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.

G. Disaster Response Vehicles

Within the first twelve (12) months, Contractor shall provide a regional mass-patient transport bus, capable of transporting at least 12 patients from a single incident, and provide a disaster response command post vehicle to support large-scale or prolonged operations occurring in Napa County. Additionally Contractor may be requested to utilize the drone program to benefit Napa County and first responder partners in times of disaster.

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

I. In the event the MHOAC request and/or the County declares a disaster within the County:

1. Contractor will assign and deploy at least one (1) Field Supervisor or Manager to work closely with the MHOAC when requested by the EMS Agency.

2. In the event the County MHOAC directs Contractor to respond to a disaster in a neighboring jurisdiction, and the response requires >20% of planned ambulance deployment, normal operations shall be suspended a reasonable amount of time as agreed to by both parties. Contractor shall use its best efforts to maintain primary emergency services within Napa County.
3. Contractor shall follow the direction of the EMS Agency Administrator or their designee during a disaster.
4. During a disaster proclaimed by the County, the County will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from Response Time criteria. When notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

3.7 DEPLOYMENT OF AMBULANCE AND OTHER CONTRACTOR-MANAGED DISASTER RESOURCES

A. Contractor shall deploy ambulances, strike teams, and other resources, as directed by the EMS Agency Administrator, their designee, or the MHOAC, via the MHOAC and Regional Disaster Medical Health Coordination (“RDMHC”) mutual aid system unless the request would cause immediate failure of service to the County’s EOA. Any mutual aid refusal must be in consultation with the EMS Agency Administrator or their designee.

B. State Disaster Medical Support Units

Contractor shall house, maintain, manage, and staff the Emergency Medical Services Authority (“EMSA”) issued Disaster Medical Support Unit (“DMSU”) in the County. This includes deploying the unit when requested by the EMS Agency Administrator, their designee, or the MHOAC, via the MHOAC/RDMHC mutual aid system. This vehicle shall not be used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the disaster site. This vehicle may be used to carry personnel and equipment to a disaster site. The DMSU shall remain equipped, stocked, and maintained to the standard defined by the State.

C. Ambulance Strike Team

Contractor will participate in the Ambulance Strike Team (“AST”), Medical Task Force, and the Ambulance Strike Team Leader (“ASTL”) program and will work with the EMS Agency, the RDMHC/S, and State EMS Authority staff to ensure that trained, vetted, and fully carded ASTL staff as approved by the EMS Agency are on duty daily (24/7/365) to fulfill any requests. Contractor shall train its staff to meet this requirement by June 30, 2022. Contractor shall ensure that newly hired Field Supervisors attain ASTL certification within one (1) year of hire.

3.8 AIR AMBULANCE SERVICE

- A. County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.
- B. County recognizes that Contractor's sister Company, REACH Air Medical Services, is currently under contract with the EMS Agency to provide air ambulance services.
- C. Air ambulance personnel employed by REACH Air Medical Services may be utilized as ALS personnel in Napa County for purposes of this Agreement provided that each such employee shall meet all of Contractor's required personnel standards and Napa County EMS Agency accreditation standards.
- D. Such separate agreements will be necessary even if Contractor is capable of currently providing that service.
- E. Notwithstanding any other provision of this Agreement, the EMS Agency may provide for aeromedical transport of patients when such transportation is deemed to be medically in the best interest of the patient(s).

3.9 RESPONSE AND TRANSPORT EXCEPTIONS AND LIMITATIONS

A. Response

- 1. As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the EOA and provide at scene care and ambulance transport in accordance with EMS Agency policy except for Mutual Aid requests.
- 2. Although Contractor's primary responsibility is to provide ALS ambulance transportation services, Contractor will occasionally arrive at scene in the absence of fire or law enforcement responders. In such cases, Contractor shall assume incident command, and will provide first response, patient care, transportation services, and incident management until the appropriate public safety responder having primary investigative authority arrives at scene and assumes incident command. Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, the EMS Agency delegates to Contractor's first arriving ALS response unit the authority and responsibility to function as the authority for patient health care management at the scene of the emergency, unless an ALS fire agency provider with jurisdiction for that area is on scene. The division of roles and responsibilities shall be consistent with Napa County EMS Agency Administrative Policy.
- 3. Contractor is authorized to use the following alternative modes to provide improved ALS access at the scene of an emergency in accordance to EMS Agency approval: "Quick Response Vehicles" (QRV), bicycle paramedic, water rescue boat, and off-road vehicles to support improved ALS access in remote areas, special events, and challenging response areas.

B. Transport

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

SECTION IV - DEPLOYMENT

4.1 AMBULANCE DEPLOYMENT SYSTEM STATUS PLAN

A. Requirements

1. Contractor's Response Time obligations are for a performance-based approach rather than a "level of effort" undertaking involving defined locations and/or staffing patterns. Contractor shall commit to and shall be responsible for deploying and employing whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the EOA. Contractor shall deploy ambulance resources in a manner consistent with this requirement. Ambulance System Status Plans ("SSP") will be reviewed by the EMS Agency. The plan will describe:
 - a. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;
 - b. 24-hour and system status management strategies;
 - c. Contractor shall implement 3 Quick Response Vehicles (QRV), including a 24/7 Critical-1 unit staffed with a critical care paramedic located in St. Helena, and a separate ALS QRV located in Angwin to provide additional ALS coverage up-county;
 - d. As part of its posting plan, in its dynamic deployment, Contractor shall post an ALS ambulance in St. Helena and a separate ALS ambulance in the community of Calistoga to improve ALS access. These units are subject to strategic post moves to ensure ambulance coverage based on Contractor system status plan.
 - e. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season. Include a process that identifies how additional ambulance hours will be added by the Contractor if the Response Time performance standard is not met;
 - f. Maps identifying proposed ambulance station(s) and/or post locations within the geographic zones within the Response Time compliance areas;
 - g. Work force necessary to fully staff ambulances identified in the deployment plans;
 - h. Any planned use of on-call crews;
 - i. Ambulance shifts and criteria to be used in determining shift length;
 - j. Any mandatory overtime requirements;
 - k. Record keeping and statistical analyses to be used to identify and correct Response Time performance problems; and

- I. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- B. Contractor shall provide a sufficient number of ambulances within the EOA that are fully stocked to exceed peak system demand as identified in the approved annual AMR SSP. As an example currently, to reach, 133% of peak system demand, AMR shall have a core fleet of at least ten (10) ambulances available for daily deployment and maintain an additional four (4) ambulances to function as a reserve to the core fleet, this may change according to the annual SSP.
- C. The deployment plan in place at the time of transition by Napa Central to its new computer aided dispatch ("CAD") system shall be maintained for at least the first ninety (90) days after implementation of the CAD. Should call demand necessitate, Contractor may add unit hours.
- D. Any changes to Contractor's SSP shall be made only with the approval of the EMS Agency Administrator or designee.

SECTION V - OPERATIONS

5.1 EMERGENCY RESPONSE ZONES AND PRIORITY LEVEL

It is the Contractor's sole responsibility to be familiar with the geographic and weather considerations and the Emergency Response Zones (ERZ or Zone) identified in this Agreement. Contractor will be held accountable from the time of dispatch, (including all necessary information in order to respond, e.g. address and patient condition), until the time the dispatch center is notified by radio or other reliable method that the emergency ground ambulance arrives (wheels stopped) at the address site or at a designated or assigned staging area. ERZs will be re-evaluated periodically based on U.S. Census Bureau population data.

- A. There are five (5) Response Time Compliance Zones each distinguished by response time performance requirements. Each Zone is distributed over multiple areas of the County. The Zones are designated as Urban, Suburban, Rural 1, Rural 2, and Wilderness and each have a specified Response Time requirement based on the call Priority level:

1. Priority 1 - Potentially Life-Threatening Emergency Response

- a. Contractor shall place an emergency ALS Ambulance on the scene of each life threatening emergency assignment as presumptively designated by the County's designated medical dispatch center as Priority 1 and originating in an ERZ within the specified Response Time for that ERZ on not less than ninety (90) percent of all Priority 1 response notifications as measured during a calendar month. The applicable Response Time performance requirements for the ERZ are specified in Table 1.

2. Priority 2 - Non-Life-Threatening Emergency Response

- a. Contractor shall place an emergency ALS Ambulance on the scene of each non-life threatening emergency assignment as categorized by the County's designated medical dispatch center as Priority 2 and originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 2 response notifications as measured during a calendar month. The applicable Response Time performance requirements for the ERZ are specified in Table 1.

3. Priority 3 - Emergency Response

- a. Contractor shall place an emergency ALS ambulance on the scene of at least 90 percent of all Priority 3 emergency ambulance notifications to respond received from the County's designated medical dispatch center originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 3 response notifications as measured during a calendar month. The applicable Response Time performance requirements for the ERZ are specified in Table 1.

4. Priority 4 - Non-Emergency Interfacility ALS Transports

- a. Contractor shall place an ALS ambulance on the scene of at least 90 percent of all Priority 4 ambulance notifications received from the County's designated medical dispatch center within fifteen minutes zero seconds (15:00) of the scheduled time within any calendar month. This standard shall apply to all notifications for service where the scheduled time for patient pickup is greater than two (2) hours from the time the call is received in the County designated medical dispatch center. If the service receives an emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for Priority 2 level notifications.

The Table 1 below outlines Response Time requirements within Napa County EOA for the ambulance provider, for each Zone.

Table 1. Napa County Emergency Ambulance Response Time Requirement						
Priority Level	Compliance	Urban	Suburban	Rural 1	Rural 2	Wilderness
Priority 1	90%	8:00	10:00	15:00	40:00	60:00
Priority 2	90%	12:00	15:00	25:00	55:00	70:00
Priority 3	90%	20:00	30:00	60:00	70:00	90:00
Priority 4	90%	15:00				

The EMS Agency has grouped Urban and Suburban as one reporting category, and Rural 1, Rural 2, and Wilderness as a second reporting category to meet 90% compliance. For clarity, there shall be a total of eight (8) of reporting categories for purposes of monthly response time compliance and penalties as set forth in Table 2 below.

Table 2. Napa County Emergency Ambulance Reporting Categories		
Priority Level	Urban and Suburban Compliance	Rural 1, Rural 2 and Wilderness
Priority 1	90%	90%
Priority 2	90%	90%
Priority 3	90%	90%
Priority 4	90%	90%

This Agreement applies to all emergency medical calls, whether received through the 9-1-1 system or through means other than 9-1-1 in Napa County. This Agreement does not include Critical Care Transports (CCTs) or non-emergency BLS transfers.

B. Fire Services Opportunities

EMS Agency has determined that an effective means of providing high levels of patient care may include a system using agreements between First Response ALS (FRALS) fire services and paramedic ambulance services. EMS Agency desires this service to be provided while also ensuring that patient charges are equivalent to other emergency

ambulance service charges in the region and are reimbursable under applicable regulations.

Contractor shall use commercially reasonable efforts to negotiate an agreement and partner with fire agencies for First Response ALS (FRALS) services where available that includes a BLS Surge Ambulance. Currently two fire agencies provide FRALS services, the City of Napa and American Canyon Fire District. A partnership agreement will allow the Contractor to extend Response Times equal to an extra two minutes for an Urban call, three minutes for a Suburban call, and five minutes for a Rural 1 call within those jurisdictions for Priority 1 and Priority 2 responses.

With an executed FRALS agreement the Contractor shall provide one fully stocked BLS “surge ambulance” each to Napa Fire Department, American Canyon Fire Protection District, and Napa County Fire Department as part of this agreement. The agreement must require the FRALS agencies to meet the Response Time requirements illustrated in Table 3, below.

The chart below demonstrates extended Response Time requirements for the ambulance provider if a FRALS agreement is in place in that jurisdiction.

Table 3. Napa County Emergency Ambulance Response Time Requirement with FRALS Agreement in Place or QRV Response						
Priority Level	Compliance	Urban	Suburban	Rural 1	Rural 2	Wilderness
Priority 1	90%	10:00	13:00	20:00	FRALS not Available	FRALS not Available
Priority 2	90%	15:00	18:00	30:00		

1. As part of a negotiated FRALS Agreement the Contractor shall compensate the Fire Department/District for FRALS services based upon the estimated net annual savings for reduced ambulance unit hours or other services rendered such as clinical care and on scene support. Contractor shall identify a process to account for and compensate when the fire surge ambulance is utilized. Contractor shall not compensate FRALS in an amount greater than their cost to meet response time requirements or provide services. Additionally, the Fire Department/District participating in this partnership will agree to the following:
 - a. Assess all patients and begin treatments according to protocol
 - b. Reduce incoming ALS ambulance to Priority 2, if Priority 1 response is unnecessary.
 - c. Complete an ePCR on all medical responses
 - d. Participate in the EMS Agency quality improvement program
 - e. Accountability via First Watch surveillance platform (FirstWatch and FirstPass) or similar programs.

2. It is understood that fire first responder agreements may not be in place before the implementation of this agreement. Until such time that a fire first responder agreement is in place, Contractor must meet all response time requirements at 90% compliance, in all Zones in accordance with response time requirements.
3. Contractor shall continue to fully stock and maintain the BLS surge ambulance during the terms of this Agreement to the Napa City Fire Department, American Canyon Fire District, and Napa County Fire Department. The surge ambulance shall only be used for emergency medical response when requested by the AMR supervisor or Napa Central Dispatch Center with the approval of the AMR supervisor, the EMS Agency Administrator or Duty Officer, or AMR designee. All agreements with FRALS and surge ambulance fire departments must be submitted to the EMS Agency Administrator for review and approval.
4. The use of a surge ambulance will be monitored by the EMS Agency. In the event a surge ambulance is utilized greater than twice a month per jurisdiction at the discretion of the EMS Agency, the ambulance provider and FRALS agency will agree to engage in a discussion to evaluate such level of service. All impacted parties will be involved in developing solutions to discuss usage reduction if any are required.
5. In the event additional fire services in Napa County desire to increase service to an ALS level during the term of this Agreement, they may be eligible to participate in an agreement with the Contractor for first response services based on a need's assessment conducted in collaboration with the Contractor and with the approval of the EMS Agency. The Contractor is encouraged to implement agreements with any interested first responder agencies that desire to upgrade to ALS first response and provide similar services to the Contractor. All such agreements will require the prior written approval of the EMS Agency.
6. In the future, there may be additional opportunities to enter into agreements with BLS fire services for First Response BLS (FRBLS) services. If local fire agencies provide Priority 1 and Priority 2 BLS first response in the Suburban and Rural 1 ERZs, and meet the relevant Response Time Standards consistently (90 percent reliability), the Contractor may extend ambulance response by up to 2 minutes in each Priority and ERZ response time standard. The Contractor shall enter into an agreement with RFBLS agencies and compensate FRBLS Departments/Districts for these services based upon the estimated net annual savings for reduced ambulance unit hours as a result of any partnership. All FRBLS agreements must be approved by the EMS Agency Administrator.

C. Primary Response to Isolated Peripheral Areas of the County

Contractor has exclusive rights to all 9-1-1 calls originating in the County, however, there are areas on the periphery of the County where the nearest paramedic-staffed ambulance may be from an adjacent county. Currently, ambulance companies in adjacent jurisdictions provide primary emergency response to these border areas. In the interest of closest resource for the patient, the Contractor shall make every effort and act in good faith to enter into mutual aid agreements with 9-1-1 ambulance providers in Lake County, Solano

County, Sonoma County, and Yolo County. The EMS Agency must approve all mutual aid agreements.

5.2 RESPONSE TIME MANAGEMENT

- A. There are five response time Compliance Zones for this RFP. These Zones contain a mix of urban, suburban, rural 1, rural 2, and wilderness areas. Contractor must report response times for each Zone.
- B. A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds 100 or a twelve-month period, whichever occurs first.
- C. Napa Central Dispatch CAD data and the FirstWatch On-line Compliance Utility (“OCU”) program shall be used to calculate response times. Ambulance Response Time measurements are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient situation. Response Time shall be measured in minutes and integer (whole) seconds and compliance determined on a fractile basis. Fractile bases will be determined measuring numerator/denominator.
- D. Response Time specifications are for a performance-based approach rather than a level of effort undertaking involving defined locations. Contractor shall commit to employ whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the EOA. Contractor shall deploy ambulance resources in a manner consistent with this requirement.
- E. Each incident will be counted as a single response regardless of the number of units that are utilized.
- F. The response time of the Contractor’s first arriving emergency ambulance will be used to compute Contractor’s Response Time for that incident. This includes ambulance response from an entity requested to provide Mutual Aid for the Contractor. Contractor shall alert Napa Central of all Field Supervisor, QRV and/or alternative ALS response units’ responses to the scene of an emergency and all associated times shall be documented.
- G. Contractors QRV FRALS time-extension (Table 3) shall be provided so long as the QRV is part of contractors planned deployment. Such extension shall apply only to calls that Contractor’s QRV arrives on scene at prior to the non-extended response time.

5.3 CALCULATION OF RESPONSE TIMES

- A. Calculation of Response Time shall begin at the time the following information, at a minimum, is transmitted to the assigned ambulance crew:
 - 1. Call priority;
 - 2. Exact address or descriptive location such as building or landmark;

3. If no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance Response Time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.
- B. Calculation of Response Time shall stop when:
1. The assigned ambulance notifies Napa Central that it is “at-scene,” which is defined as fully stopped (wheels not in motion or 0.00 miles per hour) at the location where it shall be parked during the incident;
 2. In the case of encumbered/restricted access to the patient, the term “at-scene” shall be understood to mean the time the emergency ground ambulance or QRV arrives at the restricted access point, e.g., staging area at the gate of a closed gated area, or rendezvous point to be escorted to the patient by another individual.
 3. At the time that Napa Central notifies the assigned ambulance to cancel its response.
- C. Calculating Response Times - Changes in Call Priority:
1. Response Time calculations to determine compliance with Agreement standards and liquidated damages for non-compliance shall be as follows:
 - a. Downgrades – If a call is downgraded to a lower priority prior to the emergency ambulance’s arrival at the scene, Contractor’s compliance and liquidated damages will be calculated based on whether the downgrade occurred prior to exceeding the higher priority Response Time standard. If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply. If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, at the sole discretion of the EMS Agency Administrator or their designee, the longer standard will apply. In the event of an Outlier, such Outlier shall not occur until Contractor has exceeded the lower priority outlier time-frame.
 - b. Upgrades – If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance, Contractor’s compliance and liquidated damages will be calculated based on either the time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard, or the lower priority Response Time Standard; whichever time is shorter.
 - c. Reassignment Enroute – If an emergency ambulance is reassigned enroute or turned around prior to arrival at scene, e.g., to respond to a higher priority request, compliance and liquidated damages will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance at scene from which the ambulance was diverted.

- d. Cancelled Calls – If an assignment is canceled prior to the emergency ambulance’s arrival at scene, compliance and liquidated damages will be calculated based on the elapsed time from dispatch to the time the call was canceled. If the call is cancelled after the Response Time Standard is passed, the unit will be considered late.

5.4 RESPONSE TIME CORRECTIONS AND EXCEPTIONS

Contractor may request Response Time Correction(s) of arrival at scene time(s). In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to Napa Central that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Alternatively, at scene time may be validated by CAD timestamp or Global Positioning System (GPS) based on Automatic Vehicle Location (AVL) technology playback.

- A. In some cases, certain specified responses will be corrected by the EMS Agency and thereby deemed as compliant responses to be included in Response Time compliance calculations. These Response Time Correction(s) will be for good cause only, as reasonably determined by the EMS Agency. The burden of proof that there is good cause for the correction shall rest with the Contractor.
- B. Contractor shall file a request for each desired Response Time Correction or Exception on a monthly basis with the EMS Agency via the online compliance utility (OCU) within 15 business days from the end of the compliance period. Such request shall list the date, the time, and the specific circumstances causing the delayed response. The EMS Agency Administrator or their designee shall grant or deny corrections to performance standards and shall so advise the Contractor. The EMS Agency Administrator or their designee will respond to time correction requests utilizing the OCU. Examples of Response Time Correction(s) include but are not limited to:
 - 1. Automatic Appeals (to be granted by EMS Agency):
 - a. Call was downgraded from Priority 1 to Priority 2 by at scene responders or by the dispatcher in accordance with County protocol and the downgrade occurred prior to the expiration of the higher priority clock; or
 - b. Call was upgraded and is Response Time compliant; or
 - c. Response canceled prior to the unit’s arrival at scene; must provide evidence that call was canceled within required Response Time.
 - 2. Case-by-Case Appeals (to be considered by EMS Agency after review. Appeals will not be unreasonably denied by the EMS Agency):
 - a. Dispatch error (e.g., inaccurate address, CAD failure) or during EMD failure where call does not receive a determinant; or
 - b. Off-road or off-paved road locations. On time performance will be measured from the time of dispatch to the time of the ambulance arrival at the unpaved road.

- C. Until such time as the OCU provides performance data directly to the EMS Agency, the Contractor shall submit these requests in a report to the EMS Agency in a manner specified by the EMS Agency Administrator.

5.5 RESPONSE TIME EXEMPTIONS

- A. Contractor shall maintain sufficient resources to achieve the specified Response Time Standards. Contractor shall be responsible for prudent and reasonable planning and action related to system deployment. This may include, but is not limited to, deploying additional unit hours of ambulance coverage for holidays, special events, and weather-related emergencies, including periods of excessive heat or cold, or other weather related anomalies, to accommodate related additional workload.
- B. In the monthly calculation of Contractor's performance to determine compliance with Response Time Standards, every request for ambulance service from Napa Central located within the Contractor's assigned EOA shall be included except in some cases, late and specified other responses will be excluded from Response Time compliance calculations and liquidated damages. These Exemptions will be for good cause only, as reasonably determined by the EMS Agency in its sole discretion. It is the Contractor's responsibility to demonstrate good cause for the Exemption. Contractor may request that a response be excluded from the calculation of Response Time Standards, if that call meets the criteria defined below. If the EMS Agency Administrator or their designee grants and exemption, the call will be neither late nor compliant. The call will be removed from the compliance calculation. Contractor shall file a request for each desired Response Time Exemption on a monthly basis with the EMS Agency via the OCU within 15 business days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response. The EMS Agency Administrator or their designee shall grant or deny exemptions to performance standards and shall so advise the Contractor. The EMS Agency Administrator or their designee will respond to Exemption requests utilizing the OCU. Until such time as the OCU provides performance data directly to the EMS Agency, the Contractor shall submit these requests in a report to the EMS Agency in a manner specified by the EMS Agency Administrator.
- C. Should the Contractor desire to appeal the EMS Administrator's decision, a written request must be submitted to the Napa County Public Health Officer within ten (10) business days after the decision by the EMS Administrator. If a written request is made for an exemption denied by the EMS Administrator, the request will be reviewed by a standing committee of three or more individuals appointed by the Napa County Health Officer (the Compliance Review Committee). The Compliance Review Committee shall consist of a representative from the Napa County Fire Chiefs' Association, a representative from a Napa County hospital, and an at-large member. The Compliance Review Committee shall review the exemption request(s) and the EMS Administrator's recommendations and shall make a recommendation to the Napa County Health Officer whether the exemption(s) will be granted or denied. The Compliance Review Committee's role is strictly advisory to the Napa County Health Officer and the EMS Administrator. All decisions by the Napa County Health Officer shall be considered final.
- D. Examples of Exemptions include, but are not limited to:

1. Automatic Appeals (to be granted by EMS Agency):
 - a. Additional ambulances responding to the same incident; first unit must meet Response Time standard; and
 - b. Responding ambulance is involved in a traffic collision, and Contractor is determined to be not at fault by law enforcement.
2. Case-by-Case Appeals (to be considered by EMS Agency after good cause established by Contractor. Appeals will not be unreasonably denied by the EMS Agency):
 - a. An activation of the Multi-Casualty Incident (MCI) Management Plan and $\geq 25\%$ of the current deployment is requested to the incident;
 - b. Verifiable traffic related to the incident impeding response;
 - c. Weather (e.g., heavy fog or heavy rain) that impairs visibility, requires reduced speed of travel, or creates other unsafe driving conditions;
 - d. Road closures/construction for areas with limited access;
 - e. Public events unknown to Contractor creating access delays; or
 - f. Emergency standby, or times of declared emergencies, locally or in a neighboring county, as defined by the emergency operations procedures of the jurisdictions involved (e.g., City or County).
 - g. Unusual System Overload (USO).

5.6 RESPONSE TIME REPORTING REQUIREMENTS

- A. Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:
 1. Time call received by Napa Central from PSAP;
 2. Time call received by Contractor;
 3. Time location verified;
 4. Time ambulance crew assigned;
 5. Time en-route to scene;
 6. Arrival at scene time;
 7. Arrival at patient's side;
 8. Total at scene time;
 9. Time en-route to transport destination;
 10. Total time to transport to destination;

11. Arrival time at the destination;
 12. Time of patient transfer to receiving hospital personnel (transfer of care); and
 13. Time available at the destination (i.e. return to in service status) or at scene.
- B. These reporting requirements may change. The EMS Agency agrees to meet and confer with Contractor over such changes. If reporting requirements are modified and Contractor demonstrates an associated financial impact, the EMS Agency agrees to meet and confer with Contractor over that impact and cost or revenue mitigation.
 - C. Contractor must synchronize its clocks with the Universal Time Coordinated (“UTC”). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

5.7 RESPONSE TIME LIQUIDATED DAMAGES

It is the goal of the EMS Agency to deliver the expected clinically-driven response times to all incidents ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures. The EMS Agency will require the Contractor to implement a performance improvement plan that includes root cause analysis for any ERZ falling below 90% and require the Contractor to review every Outlier Response. The Performance Improvement Plan will be reported and approved by the EMS Agency before the implementation of a corrective action plan.

- A. Response time compliance calculation for all levels of Priority will be a combination of urban and suburban calls in one compliance category and Rural 1, Rural 2, and Wilderness calls in another, creating two compliance categories for each Priority level demonstrated in (Exhibit 5). This shall be the method used to calculate monthly liquidated damages and/or breach of contract. The Contractor will be required to conduct a comprehensive performance improvement process and submit it to the EMS Agency within 15 days following the identification of underperformance. The EMS Agency will review and provide further recommendations as necessary prior to the approval of any proposed corrective action, to include adjustments to the system status plan or other measures to comply with the 90% requirement. Priority 4, non-Emergency Interfacility ALS Transports, will be monitored monthly for compliance to the 90% standard.
- B. Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and County agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County.
- C. Contractor shall pay liquidated damages to the EMS Agency each and every month that Contractor fails to attain response time compliance of at least ninety percent (90%) in each Response Time Compliance reporting category set forth in Table 2. Liquidated damages

paid by the Contractor for each Response Time Compliance reporting category set forth in Table 2 in which it fails to maintain the requisite compliance shall be as follows:

Table 4. Priority 1, 2 & 3 Responses	
Compliance %	Liquidated Damages
89% to 89.99%	\$1,000
88% to 88.99%	\$2,000
87% to 87.99%	\$3,000
86% to 86.99%	\$5,000
85 to 85.99%	\$6,000
Less than 85%	\$8,000

- D. In the event, Contractor fails to meet minimum response times in the same compliance reporting category for a second consecutive compliance period, a \$50,000 Liquidated Damage assessment may be applied at the sole discretion of the Napa County EMS Administrator. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved. If the Contractor is not successful in meeting compliance following these measures, the Contractor may be considered in Breach of Contract and \$50,000 in liquidated damages per each month of non-compliance will be assessed.
- E. In the event Contractor is out of compliance in the same compliance reporting category, more than two times in any twelve (12) month period, an \$85,000 Liquidated Damage assessment will be applied and Contractor will be required to add additional ambulance unit hours until compliance has been achieved. If the Contractor is not successful in meeting compliance following these measures, the Contractor may be considered in Breach of Contract.
- F. Liquidated Damages - Outlier Response

The Contractor may be assessed liquidated damages if there is a single Outlier Response greater than 200% of the response time for that Zone. Example: An Urban response requirement of 8:00 has an on-scene time greater than 16:00 (minutes and seconds), the provider will be assessed and pay liquidated damages in the amount of \$500.00 for being over eight minutes late on that one response.

The chart below demonstrates Liquidated Damages that may be assessed if an emergency response is greater than 200% for that Zone.

Table 5. Outlier Response Times						
Priority Level	Urban	Suburban	Rural 1	Rural 2	Wilderness	LDs per Outlier
Priority 1	> 16:00	> 20:00	> 30:00	> 80:00	> 1:20:00	\$500
Priority 2	> 24:00	> 30:00	> 50:00	> 1:10:00	> 1:40:00	\$500
Priority 3	> 40:00	> 60:00	> 1:20:00	> 1:40:00	> 2:20:00	\$500
Priority 4	> 30:00					

- G. Contractor shall pay liquidated damages to the EMS Agency of \$500 for each and every incident in which a preventable mechanical failure of an ambulance occurs with a patient on-board, if the ambulance is out of compliance with the County approved maintenance schedule, exceeds mileage or age limits and/or exhausts its on-board fuel supply.
- H. Contractor shall pay liquidated damages to the EMS Agency of \$250 for each and every incident in which Contractor's crew fails to report an at scene time which is not verifiable by verbal radio traffic, CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback.
- I. Contractor shall pay liquidated damages to the EMS Agency of \$250 for each failure of the crew to complete an ePCR for the receiving hospital in accordance with Napa County EMS Agency Policy. Contractor will be granted a six (6) month grace period for the implementation of ESO. Napa County EMS will meet and confer with the Contractor to update policy(s) consistent with ESO platform.
- J. Other Repercussions:
 - 1. County and Contractor acknowledge that the purpose of the Outlier Response Time compliance requirement is to ensure the quality of patient care, and that the parties will use their best efforts to minimize the number of Outlier Responses. The first six months services are provided shall be treated as a grace period, during which Outlier Responses shall only be tracked and reviewed by the parties without further action to be taken under this section. For the period beginning after the grace period is over, if EMS Agency, with the recommendation of the Emergency Medical Care Committee (EMCC) or other oversight committee designated by the EMS Agency, determines that Contractor has Outlier Responses exceeding one percent (1%) of all calls in any Response Time Compliance Zone which have not been granted Exemptions for three consecutive Compliance Periods, Contractor shall conduct and participate in a performance improvement process to identify causes and opportunities to reduce the number of Outlier Responses, The purpose of the performance improvement process is to evaluate and report on each Outlier Response to determine cause, understanding some will be caused by unusual call volume or other unforeseeable events.
 - 2. In consultation with EMS Agency, Contractor agrees it will utilize best efforts, available resources, and technology that do not unreasonably impact Contractor's cost or revenue, to implement all performance improvement recommendations,
 - 3. The Contractor agrees to conduct a 100% review (Clinical and Operations) on Outlier calls.
 - 4. The County agrees that because the purpose of the Outlier Response Time compliance requirement is to ensure the quality of patient care, exceeding the number of Outlier Responses in subparagraph 1 above shall not amount to a breach of contract so long as Contractor is working in good faith to improve Outlier Responses. Therefore, prior to invoking a breach of contract for Outlier Response Time non-compliance, County shall provide Contractor an opportunity to cure any failure to comply with Outlier Response Time requirements and agrees not to invoke the breach provision for Outlier Response Time if Contractor demonstrates

good faith and best efforts to resolve issues contributing to Contractor's failure to meet the Outlier Response Time compliance requirements.

5. Parties agree that Section 5.7, J, 1 does not apply to Priority 4 calls.

K. Payments and Use of Liquidated Damages Assessment:

1. The EMS Agency will make the final liquidated damages assessment based on this section and will inform the Contractor of the incidents and liquidated damages incurred on a monthly basis. Contractor shall pay the EMS Agency all payments and assessments within 30 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly on any payment made after the due date. The Contractor will submit all payments and assessments to the EMS Agency.
2. Liquidated damages will be utilized to support ongoing EMS Agency initiatives and other activities to improve the overall EMS system. Decisions regarding the use of the assessment fund may be brought before an Executive Steering Committee that is representative of the Napa County EMS System. Membership will be determined prior to the disbursement of funds.

5.8 VEHICLES

- A. Contractor shall provide and maintain its vehicles and bio-medical equipment to, or exceeding, manufacturer's recommendations and standards which shall be updated annually at minimum. All costs of compliance testing, maintenance and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services and costs of extended warranties, shall be at the Contractor's expense.
- B. Contractor shall continuously provide a sufficient number of ambulances to meet at least 133% of peak system demand and not less. At the beginning of this Agreement and for the first year Contractor shall maintain a fleet of not less than 14 ALS ambulances and 3 ALS QRVs. Contractor shall provide at least one of the three QRV staffed at the ALS/Critical Care paramedic level.
- C. Contractor shall provide one (1) Type III bariatric ambulance, in addition to the initial fourteen (14) ambulances for > 133% of peak deployment, no later than December 31, 2021. The bariatric ambulance shall not be subject to the same mileage requirements.
- D. Contractor shall provide a new 4x4 Type I ambulance, as part of, the initial fourteen (14) ambulances for > 133% of peak deployment, to address rugged or remote locations.
- E. Contractor shall provide a 4x4 special operations vehicle equipped for wildfire, disaster and technical rescues and support fireline medical operations.
- F. Within the first twelve (12) months Contractor shall provide a Multi-Casualty Incident Bus, capable of transporting at least twelve (12) patients for use in disasters originating in Napa County and as a Region II asset.
- G. Within the first twelve (12) months Contractor shall provide a Command Post Vehicle to support large-scale disasters in disasters originating in Napa County and as a Region II asset.

- H. To improve responses to the Lake Berryessa area, Contractor will deploy a paramedic staffed water rescue boat to be deployed to Lake Berryessa during peak lake activity, holidays and holiday weekends from Memorial Day to Labor Day each year. Staffing and deployment of the assigned paramedic resource will be established to ensure immediate response to emergency medical events in the Lake Berryessa Coverage. Contractor will increase staffing in the Lake Berryessa area at the request of the EMS Agency Administrator, based on increased resort activity and in coordination with the Contractor
- I. County will coordinate discussions between the Contractor and the selected Lake Berryessa concessionaire should an increase in Lake Berryessa activity necessitate additional resources.
- J. Contractor shall provide one (1) equipped ambulance that meets County requirements to each fire first response agency in which a Surge Agreement has been reached. The units will not count toward the fleet requirements of 133% of peak demand.
- K. Each of Contractor's vehicles providing services under this Agreement shall be equipped with fully functional driver safety equipment and monitoring technology.
- L. The EMS Agency shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.

5.9 VEHICLE SPECIFICATIONS

A. Ambulances:

1. Ambulances must conform to the following requirements:

- a. Ambulances must be standard Type I, or Type III, unless a Type II ambulance is authorized by Napa County EMS Agency.
- b. All response apparatus shall be identically configured.
- c. Ambulances shall utilize hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients and EMT/paramedics.
- d. All response apparatus shall utilize Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs), and GPS mapping technology. The AVL system must interface with the Authorized EMS Dispatch Center CAD system. The Contractor is responsible for all costs associated with the purchase and monthly operations of the AVL system.
- e. Contractor shall have a mechanism to monitor driver safety through a video event recorder utilizing the Lytx DriveCam unit or a superior product in the driver's compartment to increase the safety of ambulance driving and prevent crashes and traffic accidents.
- f. Meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.
- g. Meet or exceed the equipment standards set by the EMS Agency.

- h. Ambulance shall be limited to a maximum mileage of 250,000 miles. Any ambulance not new at the start of this agreement must include a list of brand name, model, age, vehicle identification number, and maintenance records. No more than 25% of the ambulance fleet shall have over 100,000 miles at the start of the contract.
- i. Within six (6) months from the commencement of this agreement, each vehicle shall be equipped with an idle mitigation system to ensure the ambulances are not unnecessarily idling while stopped.

B. Supervisor Vehicles/QRV:

1. Contractor shall specify any supervisor vehicle utilized by Contractor under this Agreement.
2. Supervisor vehicles must carry all items identified in the Napa County EMS Agency Equipment and Supply Standard Policy.
3. Vehicles must not exceed 200,000 miles.
4. Meet the Department of Transportation and National Fire Protection Association standards for Code 3 response.
5. All Supervisor Vehicles shall be identical in make and configuration. To the extent possible, Supervisor Vehicles shall be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor.
6. Contractor's Supervisor vehicles shall be stocked by the Contractor with ALS First Response supplies and equipment, in accordance with EMS Agency requirements.
7. Supervisor vehicles shall also carry equipment and supplies necessary for multi-casualty incidents as specified by the EMS Agency.
8. Supervisor vehicles shall be 4X4 capable to support off-road and remote responses.

C. Vehicle Identification:

1. Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.
2. Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1901 (2016) for vehicles contracted for on or after January 1, 2016.
3. Ambulances and Supervisor vehicles used in providing services shall bear the markings "Napa County Emergency Medical Services" or "Napa County EMS" in at least four (4) inch letters on both sides and state the level of service on both sides.
4. Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.

5. Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.
6. Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without EMS Agency approval. The EMS Agency shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles purchased or otherwise introduced during the term of this agreement.

5.10 VEHICLE MAINTENANCE PROGRAM

- A. Contractor shall provide a copy of the vehicle maintenance program on an annual basis to the EMS Agency Administrator. The vehicle maintenance program must be designed must meet the highest standards of reliability appropriate to a modern emergency medical transportation service.
- B. Contractor shall submit a copy of vehicle maintenance record for any vehicles that are not new at the start of the agreement.
- C. Contractor shall provide a detailed records in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.
- D. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.
- E. Ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, shall be removed from service and repaired or replaced in a timely manner.
- F. Contractor shall provide the locations of maintenance services.

5.11 VEHICLE SAFETY PROGRAM

- A. Contractor shall provide an emergency vehicle operator's course (EVOC) for all its field employees including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.
- B. Ambulance configuration must be ergonomically designed to address workforce issues, minimize strain on employees, promote safe driving and prevention of crashes/traffic incidents and when possible reduced environmental impact.

5.12 MEDICAL SUPPLIES AND EQUIPMENT

- A. Each ambulance shall carry standardized equipment and supplies that meet federal, state, and local EMS Agency requirements, policies, and procedures.

- B. Equipment and supplies will be stored in the same location in all ambulances.
- C. Durable equipment does not need to be new at the beginning of the contract but will be required to meet all specifications and periodic maintenance as approved by the EMS Agency.
- D. Contractor shall maintain all equipment according to manufacture specifications and shall provide an annual report to the EMS Agency that includes equipment tracking number, maintenance records and any equipment purchases or replacements.
- E. Contractor shall provide all supplies including medications and controlled substances.

5.13 COMMUNICATION EQUIPMENT

The Contractor shall install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the scope of work as identified in this Agreement.

- A. The primary emergency ambulance dispatch frequency is VHF Napa 11 uses SMS messaging to mobile communication devices, Mobile Data Computers (MDCs), and Location Station Alerting Systems through the Napa CAD system.
- B. Fire service agencies operate on VHF radio frequencies. Contractor supervisors and ambulances shall access this system via a separate fire channel.
- C. Contractor shall have AVL/GPS/MDC in place in ambulances, QRVs, alternative response units as appropriate, and field supervisor vehicles.
- D. Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance must be able to communicate at all times and locations with the authorized dispatch center, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.
- E. Each ambulance shall have a mobile radio in the front cab with the capability for hospital communication in the rear patient compartment.
- F. Each ambulance shall have two portable radios, one for each crew for medical communication, and one mobile or portable capable of interoperability with fire channels.
- G. Each ambulance shall have a mobile computer with MDC capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance will be equipped with AVL and GPS fully interfaced to the CAD system for unit recommendation and System Status deployment purposes.
- H. Contractor shall install necessary communications equipment in all of its ALS ambulances enabling transmission of 12-Lead electrocardiograms to receiving facilities, in accordance with EMS Agency specifications.
- I. Contractor shall provide a list of all communications equipment (type, brand, number) that will be carried on ambulances and supervisors' vehicles including, but not limited to:

1. Radios
 2. AVL/GPS/MDCs
 3. Telephones
 4. Alerting devices
 5. Laptop computers for ePCR.
- J. Contractor shall be solely responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and cellular accounts, including data fees on equipment owned by Contractor.

5.14 EMERGENCY MEDICAL DISPATCH

The County has authorized the City of Napa Public Safety Dispatch Center (Napa Central) as the EMS dispatch center for the County. Napa Central is required to become accredited by the International Academy of Emergency Medical Dispatch within one year of the start of this Agreement. Napa Central provides 9-1-1 emergency medical dispatch (“EMD”) services to the County and will dispatch Contractor’s ambulances in accordance with Contractor’s system status management/deployment plan. Napa Central shall utilize the Medical Priority Dispatch System (MPDS) and the Advance Quality Assurance (ProQA-AQUA) software that automates the entire emergency medical dispatch (EMD) case review process. EMD protocol reference system as approved by the EMS Agency. MPDS requires use of its language and protocols to categorize call types (ALPHA – ECHO) but provides the EMS Agency discretion on the response prioritization, configuration and mode. Contractor and Napa Central shall collaborate to optimally deploy prehospital personnel in accordance with the Medical Priority Dispatch System (“MPDS”) under the medical control requirements of the EMS Agency.

The decision on response prioritization, configuration and mode will be data driven and evidence based and may be modified by the EMS Medical Director from time to time as new information becomes available. Should EMD changes be required, and Contractor demonstrates an associated financial impact, Contractor and EMS Agency agree to meet and confer over that impact to cost or revenue.

Contractor is expected to enter into a separate agreement with Napa Central and contribute its share of cost for services Napa Central provides to Contractor under this Agreement. These cost are estimated to be \$550,000 annually during the first year of this Agreement and subject to annual increases based on annual increase to the Bay Area Consumer Price Index (CPI) as approved by EMS Agency. These cost include all communication functions, connection to FirstWatch and radio programming and maintenance. Hardware (mobile radios, portable radios, and pagers) can be purchased through the City of Napa.

Table 6. Estimated Annual Dispatch Service Charges	
Napa Central Dispatch	\$550,000
MDC/AVL Connectivity per unit/per month	\$40.00

A. Napa Central Dispatch Requirements

1. Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points
2. Utilize MPDS and ProQA-AQUA for systemized caller interrogation for all calls originating in their jurisdiction. In cases where calls fall under the geographic jurisdiction of the CAL FIRE Emergency Command Center (ECC), Napa Central will transfer the call, CAD to CAD to the ECC, and dispatch ambulance units Priority 1 until the proper determinant code is established.
3. Adhere to the ambulance provider's SSM deployment plan
4. Relay pertinent information to responding first responder and ambulance personnel
5. Monitor and track responding resources
6. Coordinate with public safety and EMS providers as needed
7. Provide "live" access to CAD and audio recorder systems, and provide access to various reports agreed upon by Napa EMS Agency, Napa Central, and Contractor
8. Develop dispatch procedures cooperatively with the EMS Agency and the Contractor including dispatch performance standards and compliance
9. Make timely operational changes when provider requests modified dispatch procedures for ambulance deployment. Changes requiring Vendor support may come at an additional negotiation and cost
10. Provide timely electronic reports that are designed jointly by Napa Central and Contractor following agreed-upon timelines
11. Implement Priority Dispatch protocols, once established by EMS Agency, This may include transferring the caller to AMR's Medical Command Center (MCC) for nurse triage, consultation and resolution, if such services are provided in the future the Contractor and County agree to meet and confer on the implications to the EMS System.
12. Serve as a 24-hour contact point for EMS Agency's Duty Officer and Napa County Medical Health Operational Area Coordinator (MHOAC).

B. Contractor Requirements:

1. The Contractor will be financially responsible to obtain, install, and maintain communications equipment necessary for the effective and efficient dispatch of ambulances. For ambulances and alternative response units responding to 9-1-1 calls, GPS and AVL are required. GPS and AVL equipment failures shall not result in an ambulance being "out of service," and Contractor shall make reasonable efforts to immediately seek repair of malfunctioning GPS AVL equipment.
2. Contract shall provide "Tablet Command" or similar software, to track and manage the assignment of resources during emergency incidents. Contractor shall make "Tablet

- Command” software available to the Napa County EMS Agency and to fire agencies who desire to participate in the program.
3. Contractor shall establish policies that ensure that upon receipt of a private request for ambulance services, pertinent information including callback number, location, and nature of the incident is ascertained.
 4. Contractor shall maintain a record of calls, as defined in Title 13 of the California Code of Regulations, in Division 2, Chapter 5, Article 1, Section 1100.7. In addition, the Contractor shall maintain a record of all requests for ambulance service.
- C. Contractor shall provide in detail, their requirements for Napa Central to be able to deploy Contractor’s ambulances most optimally and efficiently including but not limited to:
1. The process for making changes to the ambulance deployment plan, or the third-party software and the turnaround time for such changes
 2. The required information shall ensure ambulance perform to the ambulance deployment plan, or the third-party software and the turnaround time for such changes
 3. A description of the type of reports and timeline associated with these reports
 4. A description of the anticipated dispatching performance standards and measurements
 5. A description of the expected physical access to Napa Central
- D. In the event Napa Central is unable to meet the minimum requirements of this Agreement and at the direction of the EMS Agency Administrator, Contractor may be utilize the services as proposed in its response to the Napa County Ambulance RFP, the ACE accredited SacCom dispatch center as an alternative to Napa Central. SacCom shall be required to comply with County EMD requirements identified as part of this Agreement.
- E. The Contractor shall establish a CAD-to-CAD link with all PSAP in the County if the alternative dispatch is required. All costs for CAD-to-CAD links will be borne by the Contractor.
- F. Contractor may provide, in the future under the EMS Agency Medical Director authorization, a nurse navigation program. This shall be made available to all 9-1-1 medical callers that have a low acuity issue with alternatives to the emergency department (e.g. nurse advice, urgent care or primary care visits) and assure adequate follow up to individuals who are referred to this system. AMR may implement the nurse navigation program at AMR’s MCC for medical appropriate triage, consultation and resolution following EMS Agency policy. Prior to implementation, Contractor and County will meet and confer to discuss implications to the EMS System.

SECTION VI - PERSONNEL

6.1 WORKFORCE AND DIVERSITY AND INCLUSION

Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees from different cultures and backgrounds, who are appropriately certified, licensed and/or accredited for their positions. This may include outreach to area high schools and the provision of scholarships to EMT and paramedic training programs. Field personnel with bilingual skills reflecting the diversity of languages spoken in Napa County are highly valued. Contractor shall strive to ensure diversity in the workforce and address diversity alignment with its communities served. The Napa County EMS Agency is committed to participating in Contractor's efforts to support and enhance Diversity, Equity, and Inclusion (DEI) initiatives in the Napa County EMS System. Contractor shall participate in their proposed DEI initiatives. These programs currently include, but are not limited to:

- A. Inclusion Talks – Talks between DEI, Local Leadership Teams, and Human Resources to update each other on these initiatives, share with them what we have each heard, and work on how to build respectful environments and be approachable to staff so that they feel comfortable to discuss issues of concern.
- B. Culture IQ – Company-wide engagement survey initiated each quarter.
- C. Restorative Justice Processes – Post incident process in the workplace, for individuals involved to meet, openly communicate, and listen to the impact the objectionable incidences had on each person involved.
- D. Establish Professional Behavioral Expectations – A baseline of inclusive and respectful expectations of everyone in the work environment.
- E. Unconscious Bias National Training – Provided to every AMR Napa employee before 12/31/2022.
- F. DEI Leadership Focus Group- regularly meet to collectively discuss and address current challenges that inhibit Contractor's ability to recruit candidates that are underrepresented in EMS.
- G. Ethics And Compliance Hotline – Provide an independent, third party hotline that any employee can confidentially report issues of concern, in addition to making formal complaints.

6.2 KEY PERSONNEL

The following positions are key personnel required for this Agreement. The EMS Agency shall have direct access to the key personnel identified in this Agreement at all times. This includes the right to call regular meetings with key personnel, as well as unscheduled inspections, interviews, and visits. Key personnel shall be required to cooperate fully with the EMS Agency. Contractor shall provide the County with a list identifying the key personnel on or before December 31, 2021, for the County's review and approval. Personnel listed for such positions in the Contractor's RFP Response are approved.

- A. Regional Director of Operations:
 1. Contractor must provide a Regional Director of Operations who shall oversee and be accountable for all aspects of the Services provided by the Contractor.

2. This individual shall have significant prior experience managing large, high-performance 9-1-1 emergency medical services.
3. This individual shall be responsible for strategic planning, stewarding quality improvement and management initiatives, budgeting, and leading internal and external customer relations.

B. Operations Manager:

1. Contractor must provide a full-time (1.0 FTE) Operations Manager who shall oversee and be responsible for the overall performance of its operations, including ensuring adherence to organizational policies and procedures guiding the delivery of high-quality services.
2. This individual shall be qualified by education, training, and experience to manage the day-to-day operations of a large, complex organization that provides 9-1-1 ALS Emergency Ambulance Services.
3. This individual shall be responsible for Response Time compliance, all data requests, daily monitoring of operational Key Performance Indicators, and shall also serve as the liaison to Napa Central and for internal and external billing matters.

C. Performance Manager:

1. Contractor shall provide a part-time (0.25 FTE) position to manage compliance for the AMR Napa operation. This position will mine, analyze, and interpret local and operational data derived from, FirstWatch OCU, and other data sources to promote high performance service delivery. Contractor and County will collaborate on this position should Contractor contemplate changes that include responsibilities shifting to the Operations Manager or other designee.

D. Contractor Medical Director:

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

E. Clinical Education Services Manager:

1. Contractor must provide a full-time (1.0 FTE) clinical education services manager who is a paramedic or nurse with extensive experience in emergency and critical care with

a minimum of three years' full-time experience working in a complex 9-1-1 ALS emergency ambulance services system.

2. This individual shall be responsible for day-to-day clinical oversight of Contractor's accredited paramedics and certified EMT-Basics, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical performance measurements and continuous quality improvement.
3. This position will mine, analyze, and interpret local clinical data derived from their ePCR system, FirstPass, and other data sources to promote clinical quality, high performance service delivery, and community health.
4. In addition to the Clinical Education Services Manager, Contractor shall provide three (3) Critical-1 clinicians to ensure the clinical care of field personnel are consistently monitored.

F. Administrative Supervisor:

1. Contractor shall provide a full-time (1.0 FTE) Administrative and Support Services Supervisor to provide direct administrative support to the Local Management Team. This position may be shared with other operations.

G. Community Engagement Specialist:

1. Contractor shall employ and maintain full-time (1.0 FTE) Community Engagement Specialist as a shared position with its REACH Air Medical Services program. This position will be responsible for coordinating and participating in community health education including Hands-Only CPR, Stop the Bleed, water safety, DUI prevention, injury prevention and serve as the primary liaison for AMR Napa's special events/standbys and programs targeted to increase public access/awareness of EMS in Napa County.

H. IT Field Support Technician:

1. Contractor shall designate an IT Field Support Technician responsible for ensuring that all Contractor owned technology utilized in the Napa County EMS system works effectively and reliably.
2. The specialist or designee will be available to all system users of ESO ePCR data and will provide 24/7 support and or live/immediate response to all technology customer service calls including maintaining first responder and AMR ePCR devices.

6.3 CHANGES IN PERSONS ACTING AS KEY PERSONNEL

- A. Contractor agrees that each Key Personnel position is separate and distinct, that it must be filled by a separate individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign an individual identified above as Key Personnel without notifying the EMS Agency and meeting to discuss the impact.
- B. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement the County shall be entitled to review and approve the proposed replacement.

Such approval shall not be unreasonably withheld. Such approval shall include verification of resume and a completed background check by Contractor to be shared with the EMS Agency.

6.4 OTHER MANDATORY LEADERSHIP PERSONNEL

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

A. Support and Field Supervisors:

1. Contractor shall supply Field and support Supervisors to oversee day-to-day functions of Contractor's operations. In the event that a Field Supervisor fails to perform to the satisfaction of the EMS Agency Administrator, Contractor shall correct the deficiency in a timely manner.
 - a. Contractor shall employ three (3) field-based Field Supervisors such that a minimum of one (1) is available 24-hours a day, 7 days a week, 365 day a year, deployed in an emergency response Supervisor Vehicle, to provide coverage only within Napa County. Field Supervisors are responsible to manage day to day EMS system operations with office-type work, such as scheduling, limited to the extent possible.
 - b. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, oversight of company facility security, and other operational support functions as assigned by the Operations Manager.
 - c. Field Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be paramedics with a minimum of three (3) years' experience in a complex 9-1-1 system, who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through experience and extensive training in the Incident Command System ("ICS").
 - d. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.
 - e. The Field Supervisor is responsible for:
 - i. Real-time, non-dispatch center-initiated System Status Plan staffing adjustments, and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities;

- ii. Investigating vehicle and general liability issues;
- iii. Initial management of workers compensation issues; and
- iv. Managing employee performance issues, and customer or stakeholder complaints. The Field Supervisor shall also:
 - f. Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies;
 - g. Collaborate and cooperate with EMS Agency leadership, managers and support personnel; and
 - h. Communicate with EMS Agency on-call personnel.

6.5 PERSONNEL LICENSURE AND CERTIFICATION

- A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check.
- B. All of Contractor's ambulance, and Field Supervisor personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, accredited in Napa County. Certification and accreditation requirements are as stated on the EMS Agency website (www.countyofnapa.org) and the website of the State EMS Authority (emsa.ca.gov).
- C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by the EMS Agency and/or the State of California including but not limited to copies of current and valid EMT-Basic Certification and Paramedic License and Accreditation documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement.
- D. Contractor shall provide the EMS Agency with real-time access twenty-four (24) hours a day, three hundred and sixty-five (365) days a year to all such records and reporting tools within its TargetSolutions or other database approved by the EMS Agency. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to the EMS Agency with a correlating corrective action plan.
- E. Contractor shall participate in the DMV Employer Pull Notice ("EPN") program.

6.6 TRAINING AND CONTINUING EDUCATION

- A. Training and Continuing Education Program Requirements:
 - 1. Contractor shall maintain approval in Napa County as an EMS Continuing Education Provider (CE provider), as defined in Title 22 of the California Code of Regulations, Division 9, Chapter 11, Section 100390.

2. Contractor must provide a comprehensive training/education program for all paramedic and EMT-Basic personnel. Joint training sessions for ambulance and fire service first responders are expected. Such a program shall be subject to approval by the EMS Agency and include, but not be limited to:
 - a. Advanced training for EMT-Basics staffing ALS ambulances;
 - b. Orientation to the Napa County EMS System;
 - c. Customer service and cultural sensitivity;
 - d. Pre-accreditation field evaluation for paramedics;
 - e. Post-accreditation education, supervision, evaluation;
 - f. Customer Service and cultural sensitivity Intelligence/humility, including LGBTQ+ Awareness and Sexual Harassment Training;
 - g. Continuing education that is linked to quality improvement activities, including skills, procedures protocols, issues, and other programs such as Just Culture;
 - h. Programs and activities to maintain uniform skill proficiency.
 - i. HIPAA, Privacy, and Compliance Training.
3. Contractor shall maintain a single electronic database for all clinical personnel utilizing and will provide the EMS Agency access to this database. The database will be continually updated so that records are current. The database will include, but not be limited to:
 - a. Employment status (e.g., currently employed by, previously employed by)
 - b. Certification/licensure
4. Paramedic accreditation
5. Required certifications within the contract (e.g., ACLS, PALS, EVOC)
6. Any on-going training required by EMS Agency Medical Director (e.g., quarterly training).

B. Paramedic Training Requirements:

1. Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider
2. Prehospital Trauma Life Support or International Trauma Life Support, Basic Trauma Life Support or equivalent as determined by EMS Agency
3. Advanced Cardiac Life Support
4. Bariatric Training to ensure safe movement and transport of morbidly obese patients.
5. Incident Command System (ICS), 100, 200, 700 for non-supervisory personnel, and ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS for Field Supervisory personnel.

6. Multi-Casualty Response training that includes the EMS Agency MCI Plan, and ReddiNet awareness.

C. EMT-Basic Training Requirements

1. Cardiopulmonary Resuscitation Certification
2. Bariatric Training to ensure safe movement and transport of morbidly obese patients
3. Multi-Casualty Response training that includes the EMS Agency MCI Plan, and ReddiNet awareness.

D. Additional Qualifications and Training

1. Contractor shall train all ambulance personnel, supervisory, and management staff in their respective roles and responsibilities under the EMS Agency Multi-Casualty Incident Plan including training if appropriate, in the ReddiNet system to prepare them to function in the medical/health portion of the Incident Command System.
2. Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on-going basis.
3. Contractor shall provide emergency vehicle operator's course (EVOC) training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.
4. Contractor shall provide training to all prehospital personnel in prevention, personal protective equipment, and universal precautions.
5. Contractor may offer and/or require additional personnel qualifications and training beyond the EMS Agency requirements.
6. Contractor shall ensure paramedics participating in the Sheriff SWAT program are trained to the California Tactical Casualty Care Training Program and the Tactical Emergency Medical Services (TEMS), to respond as a medical support services provider to critical law enforcement incidents.
7. Contractor shall provide an EMS education program and make it available to all Napa County EMS System providers to include:
 - a. Access to advanced clinical education equipment, including airway heads, MCI training kits IV/IO arms and moulage kits
 - b. Access to high-fidelity simulation manikins
 - c. Access to online training for continuing education

6.7 AMBULANCE WORK SCHEDULES AND WORKING CONDITIONS

- A. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel.
- B. At least 51% of the employers' schedule shall be Contractor's full-time employees.
- C. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well-rested during work periods.
- D. The maximum unit hour utilization for 24-hour ambulance units shall not exceed 0.40 without prior approval by the EMS Agency.
- E. Contractor shall make available to the EMS Agency, copies of work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.
- F. Contractor shall establish best practices to minimize the turnover rate among the Contractor's personnel and report annually its employee turnover rate.
- G. Contractor shall provide its policy to the EMS Agency describing how Contractor measures workload and fatigue for ambulance crews.
- H. Contractor shall provide its personnel recruitment and screening processes.
- I. Contractor shall provide a copy to the EMS Agency of its employee retention program.
- J. Contractor shall make available a copy to the EMS Agency the organization's programs, policies, and procedures for occupational health and safety and communicable disease control, including communicable disease prevention.
- K. Contractor shall make available a copy of the organizations pre-employment and on-going physical and mental health ability evaluation processes.

6.8 CREW STATIONS AND SUB-STATIONS

- A. The Contractor shall provide at least five (5) stations or sub-stations or other strategic posts that are accessible to on-duty field-based personnel 24/7/365. At a minimum, these facilities shall:
 - 1. Be climate controlled (air conditioning and heat)
 - 2. Have adequate and comfortable seating to accommodate a complete on-duty crew
 - 3. Have at least one operable toilet, sink, and microwave as well as a desk, task chair
 - 4. Have data capability to enable patient care charting
 - 5. Have adequate accommodations to meet the needs of nursing mothers.

6. Any changes to the locations of Contractor's comfort stations or local headquarters will be subject to approval of the EMS Agency Administrator. Such approval shall not be unreasonably withheld.

6.9 COMPENSATION/FRINGE BENEFITS

- A. The Contractor should provide reasonable compensation and benefits, equal to or greater than what is being provided to the incumbent workforce to attract and retain experienced and highly qualified ambulance personnel. The Contractor is encouraged to establish programs that result in successful recruitment and retention of personnel. The current workforce is not represented by a collective bargaining agreement. However, neighboring counties' collective bargaining agreement wages and benefits may be used as a reference.
- B. Contractor shall provide to the EMS Agency completed copies of the compensation package for all personnel required under this Agreement including Dental and Optical insurance coverage comparable to AMR operations in neighboring areas.

6.10 COMMUNICABLE DISEASES, EMPLOYEE SAFETY, WELLNESS AND PREVENTION

- A. Contractor shall have an EMS Agency approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- B. Contractor shall have a pre-employment and on-going physical ability evaluation processes.
- C. Contractor shall have communicable disease control and safety policies and procedures.
- D. Contractor shall ensure appropriate personal protective equipment provided to ambulance crews.
- E. Contractor shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.
- F. Contractor shall have an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). Contractor shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.
- G. Contractor shall develop an injury prevention program to reduce work injuries such as back injuries with the use of power assisted gurney and other employee safety measures.
- H. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors

through an employee assistance program. This may include the AMR Napa therapy dog program.

- I. Any changes to Communicable Diseases, Employee Safety, Wellness and Prevents programs shall be approved by the EMS Agency Administrator.

6.11 PROFESSIONAL CONDUCT

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

SECTION VII - CLINICAL QUALITY PERFORMANCE

7.1 EMS AGENCY MEDICAL OVERSIGHT

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

7.2 PROTOCOLS, POLICIES, AND PROCEDURES

- A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all EMS Agency policies, procedures, and medical protocols and other requirements established by the EMS Medical Director.
- B. The EMS Agency may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to the EMS Agency or the County.

7.3 CLINICAL QUALITY IMPROVEMENT

The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through the EMS Agency's quality improvement procedures to improve and maintain clinical excellence.

- A. Contractor shall be financially responsible for FirstWatch products, FirstWatch OCU, and FirstPass. AMR Napa also commits to pay all costs for data source integration including initial implementation costs, ongoing annual support, and maintenance charges. The FirstPass module will be used to monitor Contractor's clinical performance.
- B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with

equipment failure and human error minimized through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

- C. The quality improvement (QI) program must meet the requirements of Title 22 of the California Code of Regulations, Division 9, Chapter 12 (EMS System Quality Improvement), EMS Agency policies and related guidelines and documented utilizing the EMSA Approved EMS Quality Improvement (EQIP) Template.
- D. The program must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care to improve patient care service and outcome.
- E. The program may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development, and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

7.4 QUALITY PERFORMANCE

Contractor, shall development of a written quality improvement plan which shall be approved by the EMS Agency.

- A. Contractor must submit the EMS Quality Improvement Plan (EQIP) plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and the Napa County EMS Agency EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.
- B. Ongoing QI requirements:
 - 1. Review and submit the EQIP annually for appropriateness to the provider's operation and revise as needed;
 - 2. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the quality improvement program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the EMS Agency Medical Director or their designee;
 - 3. Submit a monthly report to the EMS Agency to show compliance with the approved plan and areas for improvement including key performance indicators developed in collaboration with the EMS Agency.
 - 4. Provide the County with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.

5. Contractor shall actively participate in the EMS Agency's Quality Improvement process that may include making available relevant records for program monitoring. This commitment includes, but is not limited to:
 - a. Active participation of Contractor's senior leadership (Operations Manager, Clinical Manager, Medical Director) in EMS groups or committees dealing with quality management;
 - b. Designation of a Clinical Quality Manager to oversee Contractor's quality program;
 - c. Submission of monthly comprehensive key performance indicator reports to the EMS Agency;
 - d. Active participation in projects designed to improve the quality of EMS in Napa County, including the submission of data that would allow the county to participate in participation in State and National Benchmarking, including California's EMS System Core Quality Core Measures Project, CARES, NEMSQA (formerly EMS Compass), and Mission: Lifeline;
 - e. Active participation, when available, in local Health Information Exchange ("HIE") data sharing initiatives approved by the EMS Agency.

7.5 QUALITY PROCESSES AND PRACTICES

The Contractor shall strive for clinical excellence. This includes, but is not limited developing a score card to track and monitor performance of:

- A. Clinical care and patient outcome;
- B. Skills maintenance/competency;
- C. Mastery of EMS Agency Policies and Procedures;
- D. Patient care and incident documentation;
- E. Evaluation and remediation of field personnel;
- F. Measurable performance standards; and
- G. Implementation and operationalization of its Quality Improvement Plan.

7.6 NAPA COUNTY EMS CLINICAL PERFORMANCE MEASURES

Napa County EMS Agency requires the Contractor to develop Clinical Performance Standards in coordination with the EMS Agency Medical Director. An example of clinical standards are identified in Exhibit 6. Contractor may establish additional Clinical Performance Standards. The agreed-upon Clinical Performance Standards will become part of this agreement. It is understood, due to the nature of Clinical Performance Standards, a phase-in discovery period will be necessary, and standards may not be fully defined at the beginning of the Agreement.

7.7 MEASUREMENT OF CLINICAL PERFORMANCE STANDARDS

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing whatever level of effort is necessary to achieve the agreed-upon Clinical Performance Standards approved by the Napa County EMS Agency Medical Director. Below are specific timelines for these performance standards to be developed in collaboration with the EMS Agency.

- 0-6 months of agreement: Build and test measurement system to establish benchmarks, and develop a mutually agreed upon Indicator Specifications Sheet to identify specific performance measures.
- 6-12 months: Run reports to collect data, develop standards of performance, provide training and test improvement methods.
- 12-18 months: Examine performance, address deficiencies, finalize thresholds, and establish underperformance requirements which may include liquidated damages.

It is understood that adequate time is being provided to determine a baseline measurement for each of the finalized performance standards. The Contractor shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.

7.8 CLINICAL PERFORMANCE STANDARD LIQUIDATED DAMAGES

It is the goal of the EMS Agency to ensure the delivery of quality of clinical care that adequately addresses the medical condition for all patients. To adequately implement these measures, there is an extended period of eighteen months to identify, test, implement a process to measure specific clinical performance, and evaluate performance improvement strategies.

- A. Contractor shall work with the EMS Agency to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates over a defined period as outlined in 7.7 above. If Contractor underperforms, based on baseline compliance rates, Contractor shall conduct a comprehensive performance improvement process that includes identification of root cause. Contractor will be required to implement a corrective action plan. The EMS Agency Medical Director will work in consultation with the Contractor to make recommendations and have final approval of any corrective actions prior to implementation. If this process is not implemented or no measurable improvement has been made, liquidated damages shall be assessed.
- B. Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this Agreement will result in damage to the EMS Agency and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards or any other deviation. Therefore, Contractor and EMS Agency agree to the process to establish liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable estimate of the damages to the County. If all corrective actions identified are implemented, no liquidated damages will be assessed.

- C. Contractor understands that Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated damages paid by Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan shall be assessed.
- D. The Contractor shall pay liquidated damages to EMS Agency for the underperformance of Clinical Performance Standard as measured quarterly unless exempted by EMS Agency. An example of clinical liquidated damages assessments is located in Exhibit 6.
- E. Exemptions include, but are not limited, to the following:
 - 1. Verified equipment failure with appropriate documentation of reporting and resolution.
 - 2. Verified technical failure to upload 12-lead ECG.
 - 3. Communication failure for advance notice of trauma and stroke.
 - 4. Patient declines treatment and it is properly documented.
 - 5. Specialty care center unable to accept stroke, STEMI, or trauma patient.
 - 6. Higher priority concerns take precedence (e.g., scene safety).
- F. The Contractor understands the Napa County EMS Agency's independent verification of meeting clinical metrics derives from documenting the care consistent with the data standards brought forth by the National EMS Information System (NEMSIS) and the California EMS Information System (CEMSIS). All assessments, treatments, and specialty care notifications shall be captured in the appropriate designated NEMSIS field. Any documentation in an inappropriate field, such as the narrative only, will not be counted toward the numerator in the compliance calculation.

SECTION VIII - DATA AND REPORTING

8.1 FIRSTWATCH SYSTEM REQUIREMENTS

System Requirements for Response Time and Clinical Performance Measurement. Contractor shall fund the full startup and ongoing costs of the EMS Agency's agreement with FirstWatch. With the use of their Online Compliance Utility ("OCU") and FirstPass data programs, the EMS Agency will monitor the performance of Contractor in delivering services to the Napa County EMS system under the terms of this Agreement. Contractor and system partners shall be granted access to their data in OCU and FirstPass by the EMS Agency. The FirstWatch data platform will be linked to Napa Central CAD, or if not Napa Central, the Napa County EMS authorized dispatch center, and the ESO ePCR to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system.

8.2 DATA AND REPORTING RESPONSIBILITY

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

8.3 PERFORMANCE DATA AND REPORTING

- A. Contractor will collaborate with the EMS Agency to provide routine and ad hoc reports.
- B. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of data sets EMS system-wide, in cooperation with the EMS Agency. A fully implemented tool will be capable of the following:
 - 1. Allow for quantitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and
 - 2. Provide real-time data access to any partnering agencies for use in fire-based EMS QI activities.
- C. Contractor shall work in earnest and good faith with the EMS Agency on all data initiatives used to support clinical care and quality improvement.

8.4 ELECTRONIC PATIENT CARE REPORTING

Contractor will be required to provide electronic patient care record ("ePCR") data, in a form and timeframe prescribed by the EMS Agency, pursuant to California Health and Safety Code section 1797.227 and approved by EMS Medical Director, for patient documentation on all EMS system responses by Contractor and/or fire departments within the County including patient contacts, cancelled calls, and non-transport. The ePCR shall be accurately completed to include all information required by the EMS Agency and Title 22 of the California Code of Regulations, Division 9, Chapter 4, Article 8, Section 100171.

- A. The ESO ePCR platform, shall made available to all Napa County fire departments at no cost.
- B. The ePCR system must have the capability of mobile data entry in the Contractor's ambulances, Quick Response Vehicles (QRV) and fire first response vehicles, as well as at the patient's bedside. The ePCR system shall comply with the current versions of NEMSIS and CEMSIS. In accordance with Health and Safety Code 1797.227. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system shall also comply with the current mapping standards and data dictionary, as promulgated by EMSA and the EMS Agency. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA's Patient Unified Lookup System for Emergencies (PULSE) and hospitals in an HL7 format.
- C. The ePCR system must have the capability to:
 - 1. Link with the CAD to import all data for all calls;
 - 2. Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field;
 - 3. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support;
 - 4. File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record; and
 - 5. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.
- D. The EMS Agency approved ePCR must be completed for all patients at the earliest opportunity consistent with EMS Agency policy, pursuant to California Health and Safety Code, Section 1797.227.
- E. Contractor's ePCR must provide other data points consistent with the CEMSIS and Napa County validation system, including any needed modifications to support EMS system data collection.
- F. As health information systems evolve, the Contractor agrees to work with the EMS Agency and local hospitals to establish, and/or participate in, a Health Information Exchange ("HIE") with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities, including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and EMS Agency agree to meet and confer over that impact to cost or revenue.

8.5 RECORDS AND REQUIRED REPORTS

A. Personnel Reports:

1. Contractor shall provide the EMS Agency with a list of all EMT-Basics and Paramedics employed by Contractor, as part of the for Napa County Agreement, as of December 31, 2021 who may provide services under this Agreement, and monthly thereafter and shall update that list whenever there is a change throughout the year. This requirement may be met by keeping the Target Solutions platform up to date.
2. The personnel list shall include, at a minimum:
 - a. Name;
 - b. California Paramedic license number and expiration date or EMT-Basic certification number and expiration date;
 - c. Expiration date of all required courses;
 - d. California Driver's License number;
 - e. Residential address; and
 - f. Email address.

- B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and provide information to the EMS Agency Administrator.

8.6 COMMUNITY REPORT

- A. Contractor shall provide an annual report to the EMS Agency on community activities meeting EMS Agency requirements including, but not limited to:
1. Number of conducted community education events;
 2. Public relations activities; and
 3. Employee recognition.

8.7 CUSTOMER FEEDBACK SURVEYS

A. Customer Service Outreach and Customer Inquiries:

1. Contractor will develop a mechanism for customers to comment on the care provided by Contractor and will provide access to comments to the EMS Agency quarterly. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.
2. Contractor shall have a customer service telephone line giving customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The

telephone line shall be accessible without charge to all callers within the continental United States.

- a. The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website, and publicized at local healthcare facilities and public safety agencies.
 - b. If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 9-1-1 in case the caller inadvertently called the customer service line looking for emergency service.
3. Members of the Contractor's Leadership Team are to be notified of any incoming complaint calls. Incidents that require follow up to the customer must be resolved by the end of three (3) business days from when the call was received, and if not possible, notification must be made to the customer with the status of the request.

B. Handling Service Inquiries and Complaints:

1. Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
 2. Contractor shall submit to the EMS Agency, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using the EMS Agency's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.
- C. Contractor shall submit the results of a customer satisfaction survey administered by an external provider as approved by the EMS Agency to the EMS Agency Administrator annually.

8.8 OTHER REPORTS

- A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by the EMS Agency Administrator.
- B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION IX - SUB-CONTRACTING

9.1 SUB-CONTRACTING RESTRICTIONS

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub-contract any portion of the Agreement for services to be rendered without prior written consent of the EMS Agency and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of the EMS Agency shall not convey any rights to the assignee.

SECTION X - ADMINISTRATIVE REQUIREMENTS

10.1 REGULATORY AND POLICY REQUIREMENTS

- A. Contractor shall provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulations, Title 22, Division 9, and Napa County EMS Agency Policies and Procedures, and all other applicable State and Federal requirements, including any amendments or revisions thereof.
- B. Contractor shall follow all direction provided by the EMS Agency Administrator, their designee, or the EMS Agency Medical Director.
- C. Contractor will cooperate with the EMS Agency's ongoing development of policies and procedures for appropriate patient care.

10.2 COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES

- A. Contractor shall maintain Commission on Accreditation of Ambulance Services (CAAS) throughout the terms of this Agreement.

10.3 COMPANY ORIENTATION

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

10.4 EMS ORIENTATION

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

10.5 HEALTH AND SAFETY

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

PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by the EMS Agency.

- F. Personal Protective Equipment shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:
 - 1. Head (i.e. safety helmet);
 - 2. Eyes (i.e. safety helmet face shield or goggles);
 - 3. Ear protection;
 - 4. Skin (i.e. jacket and gloves); and
 - 5. Respiratory protection (i.e. face masks and N95 masks).

10.6 EVOLVING OSHA AND OTHER REGULATORY REQUIREMENTS

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

10.7 SUPPORT OF LOCAL EMS TRAINING ACTIVITIES

- A. The County EMS system is composed of multiple individuals and agencies. The EMS Agency expects the Contractor to collaborate and work with these system stakeholders in improving service, clinical care, and system performance. The stakeholder groups include but are not limited to, physicians, nurses, paramedics, EMT-Basics, and fire service personnel.
- B. In an effort to continually bring new caregivers into the EMS system, Contractor shall:
 - 1. Offer educational opportunities for EMT-Basic students to participate in ride-alongs on Contractor's ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor;
 - 2. Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in Napa County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program.

10.8 SPECIAL TEAMS AND EVENTS

- A. Contractor shall develop or expand the following special operational programs:

1. Fireline Medical Support
2. Enhanced Remote Response Capabilities
3. Tactical Medic Program
4. Paramedic Bicycle Team

10.9 PARTICIPATION IN EMS SYSTEM DEVELOPMENT

- A. The EMS Agency anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The EMS Agency requires that its contactor(s) actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.
- B. The ET3 is an example of a future model that aims to reduce expenditures and preserve or enhance quality care by:
 1. Providing person-centered care, such that beneficiaries receive the appropriate level of care delivered safely at the right time and place while having greater control of their healthcare through the availability of more options
 2. Encouraging appropriate utilization of services, to meet healthcare needs effectively;
 3. Increasing efficiency in the EMS system, to more readily respond to and focus on high-acuity cases.

This example of the ET3 program as the future will address low acuity EMS, enabling PSAPs and EMS crews to rapidly triage, treat and transport patients to the right care at the right time. The goal is to work together, as a system developing a new EMS platform that has the potential to yield significant potential savings and efficiencies across local emergency response and healthcare systems.

10.10 COMMUNITY PARAMEDICINE

- A. Contractor, and EMS Agency shall work together to provide additional creative solutions to support the health and welfare of community members through the utilization of fire and ambulance personnel to conduct programs such as reduction of repeat hospital visits with patient home follow-up, transportation to alternate locations.
- B. Contractor shall meet and confer on the potential implications of local Community Paramedic programs. All programs must be approved by the EMS Agency.

10.11 COMMUNITY EDUCATION

- A. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with the EMS Agency, other public safety and EMS-related groups.

B. Contractor shall:

1. Annually plan and implement definitive community education programs, including but not limited to:
 - a. Support pilot program educating medical clinics and Skilled Nursing Facilities (“SNF”) on accessing and efficient use of 9-1-1, and collaborate with stakeholders for possible facility expansion;
 - b. Chest Pain Awareness, Hands-Only CPR, and Stop the Bleed initiatives;
 - c. Stroke Awareness;
 - d. Every 15 Minutes/DUI Awareness;
 - e. Fall Prevention programs;
 - f. Sentimental Journey Program;
 - g. Police/Sheriff Activities League CPR and First Aid training; and
 - h. National Night Out neighborhood awareness.
2. Collaborate with the EMS Agency and invite fire agencies and Napa Central to participate in offering free of charge education to skilled nursing facilities on effective access and efficient utilization of the 9-1-1 system on an annual basis. This program will build relationships that influence the public’s perception of the EMS system within these care communities and provide training to facility staff on:
 - a. Napa County's EMS response;
 - b. How to be prepared when calling 9-1-1;
 - c. Requests for EMS with Physician Ordered Life Sustaining Treatment (“POLST”) in place; and
 - d. What EMS responders will need when they arrive.
3. Deliver training on chest pain awareness, hands-only CPR, and Stop the Bleed on an annual basis to community members in partnership with fire partners.
4. Partner with the California Highway Patrol (“CHP”) Every 15-Minutes and other DUI reduction programs and provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.12 ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES

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

10.13 RECYCLING

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

10.14 CONFORMITY WITH LAWS AND SAFETY

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

10.15 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

- A. Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, 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 will receive consideration for employment without regard to their race, ethnicity, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- C. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, ethnicity, color, mental or physical disability, gender or self-identified gender, sexual orientation, national origin, age (over 40), religion or religious creed, marital status,

political affiliation or belief, genetic information, medical condition (including cancer, HIV and AIDS), use of family care leave, or any other non-merit factor.

- D. If requested to do so by the County, Contractor shall provide the 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. Contractor shall recruit vigorously and encourage minority - and women- owned businesses to bid its sub-contracts
- F. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- G. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its sub-contracts.

10.16 DRUG FREE WORKPLACE

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

10.17 TIME OF ESSENCE

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

10.18 ACCIDENTS

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

10.19 WORKER'S COMPENSATION

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

10.20 FORCE MAJEURE

In the event the Work is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects Napa County and the Contractor's labor or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for *force majeure* events. If one party believes a Force Majeure event has occurred, they shall promptly notify the other party. Both parties shall meet and confer to discuss ways to mitigate the potential impacts of the Force Majeure event.

SECTION XI - FISCAL REQUIREMENTS

11.1 PRICING, BILLING, AND COLLECTIONS

- A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.
- B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 2. Contractor shall not discount its rates less than the rates set forth in Exhibit 2, except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy or County ACE Program criteria).
- C. Contractor shall submit any requested revisions to this list of charges to the EMS Agency Administrator for approval prior to instituting any new charges. Such approval shall be in the sole discretion of the EMS Agency Administrator. Approval, however, shall not be unreasonably withheld.
- D. Contractor shall not receive a subsidy from the County for the performance of any services described within this Agreement. Nothing herein shall prohibit the County from entering into a separate agreement(s) with Contractor.

11.2 CLINICAL AND TECHNOLOGY FUND

The County has created a Clinical Care and EMS Technology Upgrade Fund. On behalf of the County and for the benefit of the EMS System and patients, Contractor is required to charge a fee of and contribute \$1.50 per transport mile, adjusted by the actual annual marginal collection rate, to the fund. Expenditures from the Fund shall be recommended by the EMS Agency Medical Director, approved by the EMCC, and authorized by the EMS Agency Administrator for the purposes of upgrading patient clinical care and/or EMS technology. Contractor shall contribute to the Fund annually within forty-five (45) calendar days following the County fiscal year end June 30th (first payment due by August 15, 2022).

11.3 GROUND AND AIR MEMBERSHIP PROGRAM

In accordance with applicable laws, Contractor shall offer a combined ground and air membership program to cover 100% of the out-of-pocket costs associated with ground or air transport by AMR Napa or REACH Air for member residents of Napa County. Members will receive no out-of-pocket bill for emergency ground or air transports. This membership program will initially cost \$120.00 per household per year, with a limit of two emergency response annually.

11.4 DEDICATED STANDBY

Contractor may charge its usual and customary fees to the responsible party(-ies) for a private organization that request a dedicated ALS standby ambulance at a special event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

11.5 MEDICARE AND MEDI-CAL

Contractor shall not reject patients on the basis of insurance carrier, including accepting Medicare and Medi-Cal assignment for patient treatment and transport.

11.6 RATE ADJUSTMENTS

- A. The intent of this Agreement is to provide a business model that will provide high quality, stable, long-term, efficient and cost-effective emergency and advanced life support (“ALS”) ambulance services including 9-1-1 emergency response and 7-digit emergency response within the County.
- B. User Fees identified in Exhibit 2 may be increased annually to adjust for inflation. No later than forty-five days prior to each adjustment date, the Contractor may request the EMS Agency Administrator consider approval of a User Fee adjustment.
- C. In order to ensure a fair and appropriate cost to residents and visitors to the County, the EMS Agency Administrator will have the final authority to set the CPI rate adjustment, which shall not be unreasonably denied. The EMS Agency Administrator's decision will be made in consultation with County fiscal personnel and informed by documentation submitted by Contractor to substantiate the need for a rate increase. Such documentation may include but is not limited to audited financial statements, collection rate and payor mix. Notwithstanding anything in this section, a rate increase request greater than ten (10) percent will require Board of Supervisor approval.
 1. The formula utilized by Contractor in proposing a requested User Fee increase shall be based on the Consumer Price Index All Urban Consumers San Francisco-Oakland-San Jose” (“Bay Area CPI”) index and the percentage of the average of the Contractor’s collection rates in the most recent four (4) quarterly financial reports. The requested percentage increase to adjust for inflation shall be calculated using the following indices: Bay Area CPI divided by the average collection rate described above equals “Net” CPI adjustment.
 - a. Example: If the Bay Area CPI inflation rate increases 2%, and Contractor's average collection rate is 50%, the Net CPI inflation rate adjustment shall equal 4%.
- D. In the event that changes occur within the County that substantially impact the Contractor’s ability to provide services (e.g. wage requirements, laws or regulations, changes in technology, changes in government or third party payer reimbursements), such that CPI-based rate adjustments do not compensate for the increased cost of operating the 9-1-1 ambulance service, the Contractor may request an additional User Fee increase, which shall be subject to approval by the Napa County Board of Supervisors.
- E. The EMS Agency Administrator reserves the right, in its sole discretion, to conduct an audit whenever the Contractor requests a fee increase in excess of ten percent (10%). The purpose of the audit is to conclude whether the Contractor is complying with the financial and operational terms and conditions of the contract. The EMS Agency will hire the auditor and the cost of the audit will be paid by the Contractor. The auditor will identify

key agreement terms and conditions, and review the related documentation (e.g., invoices, agreement amendments, regulatory requirements, accounting records, financial reports, and/or correspondence). The audit report will provide findings, conclusions, and recommendations related to the Contractor's compliance. Failure of the Contractor to comply fully with the audit shall result in denial of the requested User Fee increase.

11.7 BILLING AND COLLECTION SERVICES

- A. Contractor shall contract for or self-operate a billing and accounts receivable system that is well-documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible.
- B. Contractor shall be responsible for humane billing and collection practices. Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.
- C. Contractor's billing and collection practices shall not be burdensome or oppressive and will be in accordance with all State and Federal laws and regulations.
- D. Contractor's accounts receivable management system will be capable of timely response (within two [2] business days) to patient and third- party payor inquiries regarding submission of insurance claims, dates, and types of payments made, itemized charges and other inquiries.
- E. Contractor's staff shall be available at its local headquarters to provide an initial response to questions regarding patient bills. Contractor will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.
- F. Direct patient billing statements will be itemized so that all charges are clearly explained. Each charge to the patient shall be listed separately. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or paper.
- G. Contractor shall not engage in collections at the time of service including but not limited to at scene, enroute, or upon delivery of the patient unless approved by County and in accordance with policies and procedures approved by County.
- H. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
- I. If a patient has no third-party coverage, Contractor will have an installment plan policy customary within the EMS Industry for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.8 FINANCIAL HARDSHIP POLICY AND COUNTY PROGRAMS

- A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. The policy shall extend discounts to patients who are at or below 150% of the

Federal Poverty Level standards, ineligibility for Medi-Cal/Medicaid or other third-party coverage, as well as extenuating circumstances.

- B. Contractor shall annually submit the results of a customer satisfaction survey administered by an external provider as approved by the EMS Agency to the EMS Agency Administrator.

11.9 ACCOUNTING AND PAYMENTS TO COUNTY

- A. Invoicing and Payment for Service:

EMS Agency shall render its invoice for any fees or liquidated damages to the Contractor within 45 business days of the end of the Contractor's monthly performance period. The Contractor shall pay the EMS Agency on or before the 30th day after receipt of the invoice. If Contractor disputes any of the invoiced amounts, the parties shall meet to try and resolve the dispute during this thirty-day period. If they have not been resolved to the EMS Agency's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. Failure of Contractor to pay liquidated damages to the EMS Agency as specified within the timeline identified herein shall constitute material breach of this Agreement.

- B. Payments to County:

1. Contractor shall pay the EMS Agency for EMS regulatory oversight and monitoring services rendered by the EMS Agency in the amount of \$350,000 per year, paid in twelve (12) equal monthly installments. County warrants that the amounts payable are substantially less than its actual costs of providing such services.
2. All payments to County by Contractor shall be due on the last day of each month beginning January 31st, 2022. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received by the last day of the next month. In the event Contractor's payments is greater than 90 days, County may place Contractor in breach.
3. County may increase the fees listed in this section annually beginning January 1, 2023, however, such increases may not exceed the Consumer Price Index All Urban Consumers San Francisco-Oakland-San Jose" ("Bay Area CPI") increases for the previous year.
4. The County shall create a Clinical Care and EMS Technology Upgrade Fund. This Fund shall be used only for the purposes of upgrading patient clinical care and/or EMS technology. Contractor shall contribute to the Fund annually within forty-five (45) calendar days following the County fiscal year end June 30th (first payment due by August 15, 2022). The source of funding will be a \$1.50 per mile charge to patients. The actual amount Contractor shall pay into the Fund will depend upon the Contractor's actual annual marginal collection rate.

Table 7. Services Charges	Start-up Charges	Annual Charges
EMS Agency Oversight & Monitoring	\$ 130,000*	\$350,000
EMS Technology		UKN at this time
FirstWatch,OCU, FirstPass Start-up	\$142,500 (Approximately)	
FirstWatch,OCU, FirstPass		\$25,000
*Cost recovery for Ambulance Contract procurement process		

- Contractor shall pay all Liquidated Damages and/or other financial payments to the EMS Agency pursuant to the terms of this Agreement.

11.10 TAXES

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

SECTION XII - GENERAL AGREEMENT REQUIREMENTS

12.1 TRAINING DOCUMENTATION RETENTION

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

12.2 AUDITS AND INSPECTIONS

- A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.
- B. With reasonable notification and during normal business hours, County, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to the EMS Agency at the EMS Agency office or other mutually agreeable location. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts.
- C. Contractor shall make available a Year-end Financial Report to the EMS Agency Administrator for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the EMS Agency Administrator on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Napa County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for Napa County contract services available to the EMS Agency to audit as requested.
- D. Contractor may be required by EMS Agency to provide EMS Agency with periodic report(s) in the format approved by the EMS Agency Administrator to demonstrate billing compliance with approved/specified rates.

12.3 ANNUAL PERFORMANCE EVALUATION

- A. The County will evaluate the performance of the ambulance provider annually through the Emergency Medical Care Committee (EMCC) or a committee designated by the EMS Agency Administrator. Contractor shall produce an annual performance report as required by the EMS Agency Administrator, which at a minimum, shall include the following in the performance evaluation:
 - 1. Documentation of Contractor's overall compliance with the terms and conditions of this Agreement;
 - 2. Objective documentation of Contractor's compliance with Response Time Standards;

3. Objective documentation of effectiveness of Contractor's Clinical Performance Measures program in assuring the consistent delivery of high-quality clinical care;
4. Objective and auditable documentation of Contractor's financial performance and stability;
5. Documentation of actions of Contractor's personnel in collaborating with the EMS Agency and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County;
6. Objective and subjective documentation of satisfaction of Contractor's customers; and
7. Objective documentation of community engagement by Contractor, including education and prevention activities.

12.4 CONTINUOUS SERVICE DELIVERY

- A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with the County to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, regardless of the nature or causes underlying such breach.
- B. 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.

12.5 MATERIAL BREACH AND PROVISIONS FOR TERMINATION OF THIS AGREEMENT

- A. County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such material breach within thirty (30) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.
- B. County reserves the right to immediately terminate or cancel this Agreement if in the determination of the EMS Agency Administrator continued service by Contractor poses an imminent threat to the general public health and safety.

12.6 DEFINITIONS OF BREACH

- A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:
 1. Willful failure of Contractor to operate the emergency and advanced life support ("ALS") ambulance services including 9-1-1 emergency response and 7-digit emergency response system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated breaches shall constitute a material breach;

2. Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;
3. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
5. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Bidders during a subsequent proposal cycle;
6. Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
7. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
8. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
9. Repeated failure of Contractor to meet Response Time compliance, meet in good faith to collaboratively address Outliers, and/or Clinical Performance Measure requirements after receiving notice of non-compliance from the EMS Agency Administrator;
10. Repeated failure of Contractor to pay liquidated damages to the EMS Agency on or before the 30th day after receipt of the invoice;
11. Failure to employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of the EMS Agency Administrator and/or EMS Agency Medical Director at any time during the course of this Agreement term;
12. Failure of Contractor to provide and maintain the required insurance as described in Exhibit 4;
13. Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, Response Time data, or financial data, within the time periods specified;
14. Any failure of performance, clinical or other, which is determined by the EMS Agency Administrator and confirmed by the EMS Agency Medical Director to constitute an imminent to the general public health and safety; or
15. Failure of Contractor to comply with the vehicle lease provisions, if applicable.

12.7 COUNTY'S REMEDIES

A. Termination:

If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement. Termination shall not affect any rights or obligations of the parties that accrued prior to the date of termination.

B. Emergency Takeover

1. The County shall have the right to pursue Contractor for damages and the right of Emergency Takeover including, but not limited to as set forth in Sections 12.8, 12.9, 12.10 and/or 12.11 of this Agreement.
2. All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

12.8 PROVISIONS FOR CURING MATERIAL BREACH

A. Specifications:

1. In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, which breach represents an imminent threat to the general public health and safety, such action shall constitute a material breach of this Agreement. In the event of a material breach, County shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.
2. Except where the EMS Agency Administrator determines that the breach presents an imminent threat to the general public health and safety requiring an immediate termination of this Agreement, Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within twenty-four (24) hours of receipt of such material breach notice, Contractor shall deliver to EMS Agency, in writing, a plan of action to cure such material breach. If, within the EMS Agency's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to the EMS Agency in a timely manner, EMS Agency may take over Contractor's operations. Contractor shall cooperate completely and immediately with EMS Agency to affect a prompt and orderly transfer of all responsibilities to EMS Agency.
3. Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a material breach has occurred, shall be initiated, and shall take place only after the Emergency Takeover has been completed.
4. Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find

that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by the County was made in error.

5. For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

12.9 NO WAIVER

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

12.10 TERMINATION

A. Written Notice:

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

B. Failure to Perform:

If Contractor fails to cure a material breach under the terms of Section 12.8 or the County invokes an Emergency Takeover in accordance with Section 12.11 of this Agreement, County, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, EMS Agency may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid Contractor a fee for services within Napa County, without prejudice to County's rights otherwise to recover its damages. The EMS Agency and Contractor may meet and confer regarding the County's assumption of sums due to Contractor.

12.11 EMERGENCY TAKEOVER

A. Specifications:

1. In the event the EMS Agency reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the EMS Agency Administrator's sole determination, such that general public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Board of Supervisors. If the Board

concurs that a breach has occurred, and that general public health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by EMS Agency of Contractor's ambulances and comfort stations. Such takeover shall be effected within not more than 72 hours after Board of Supervisors' action.

2. In the event of an Emergency Takeover, County may lease for a period of twelve (12) months any and all service vehicles used by the Contractor in the performance under the Agreement, including, but not limited to, fully equipped ambulances and Supervisor vehicles, for one dollar (\$1.00) per month per vehicle. County may also lease Contractors comfort stations for one dollar (\$1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by the EMS Agency to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by the EMS Agency in accordance with EMSA requirements.
3. Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.
4. Contractor shall deliver ambulances and comfort stations to the EMS Agency in mitigation of any damages to County resulting from Contractor's material breach. All funds recovered, and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous emergency and ALS ambulance services, including 9-1-1 emergency response and 7-digit emergency response. Examples of how funds will be used are: personnel salaries and benefits, equipment and supplies, building and vehicle lease payments, and insurance premiums.
5. The EMS Agency shall have the right to authorize the use of Contractor's vehicles, equipment and rest stations by another company or entity. Should County require a substitute Contractor to obtain insurance on equipment, vehicles or rest stations, or should County choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.
6. All of Contractor's vehicles and related equipment necessary for provision of emergency and ALS ambulance services, including 9-1-1 emergency response and 7-digit emergency response under this Agreement will be delivered to the EMS Agency during an Emergency Takeover period. Contractor shall maintain and provide to the EMS Agency a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide emergency and ALS ambulance services, including 9-1-1 emergency response and 7-digit emergency response hereunder shall be reported to the EMS Agency within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover

provisions contained herein to lien holder(s) within five (5) days of Emergency Takeover.

12.12 LAME DUCK PROVISIONS

A. Conditions:

Should this Agreement not be renewed or extended, or if the EMS Agency has indicated its intent to enter into a procurement process to seek a different emergency and ALS ambulance services, including 9-1-1 emergency response and 7-digit emergency response provider, Contractor agrees to continue to provide all services required in and under this Agreement until the County or a new entity approved by the EMS Agency assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an extended period of time, which could be a year or longer. To ensure continued performance fully consistent with the requirements in this Agreement through any such period, the following provisions shall apply:

1. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume;
2. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service and operating costs to maximize or affect a gain during the final stages of this Agreement;
3. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed;
4. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that non-exempt personnel, EMT-Basics, and paramedics, working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations;
5. The EMS Agency recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. The EMS Agency shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc.,

as long as such transition activity does not impair the current service provider performance during this period; and

6. Should the EMS Agency select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse employment-action, interference, or retaliation by the current service provider or County.

12.13 FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS

Contractor and County shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, emergency and ALS ambulance services, including 9-1-1 emergency response and 7-digit emergency response and those associated with employees.

12.14 MEDICARE COMPLIANCE PROGRAM REQUIREMENTS

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers, published in the Federal Register at 68 Fed. Reg. 14245 (March 24, 2003).

12.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Contractor shall report any violations of HIPAA rules and regulations, within twenty-four (24) hours of discovery of the violation, to the Napa County EMS Agency and the Napa County Compliance and Privacy Officer along with Contractor's actions to mitigate the effect of such violations. The Napa County Compliance and Privacy Officer can be reached at (707) 253-4715. The three major components of HIPAA include:

1. Standards for Privacy and Individually Identifiable Health Information.
2. Health Insurance Reform: Security Standards.
3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

B. State and Local Regulations Compliance Provisions

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

12.16 PERMITS AND LICENSES

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

12.17 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.18 PRIVATE WORK

Contractor may conduct private work that does not interfere with the requirements of this Agreement or increase the cost(s) associated with the performance of this Agreement.

12.19 RETENTION OF RECORDS

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

12.20 PRODUCT ENDORSEMENT/ADVERTISING

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

12.21 OBSERVATION AND INSPECTIONS

- A. An EMS Agency representative may ride along on any of Contractor's ambulances or Supervisor Vehicles at any time to observe Contractor's staff to ensure they conduct themselves in a professional and courteous manner, are following EMS Agency policies

and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.

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

12.22 OMNIBUS PROVISION

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

12.23 RIGHTS AND REMEDIES NOT WAIVED

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

12.24 CONSENT TO JURISDICTION

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

12.25 END-TERM PROVISIONS

Contractor shall have ninety (90) days after termination of this Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.26 COST OF ENFORCEMENT

If County or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work under this Agreement, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the prevailing party following a final decision or exhaustion of all appeals.

12.27 INDEPENDENT CONTRACTOR

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

12.28 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the EMS Agency, Napa County, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury,

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

12.29 INSURANCE

Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 4 and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit 4 shall be named as an additional insured on Contractor's Auto Liability, General Liability, and Cyber Liability policies, if applicable. A Waiver of Subrogation is required for said coverage as well as Worker's Compensation. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.30 PERFORMANCE SECURITY

Contractor shall obtain and maintain in full force and effect, throughout the term of the Agreement a performance guarantee equivalent to three (3) months of operating expenses (estimated at \$2,750,000) in the form of cash or letter of credit or performance security bond. Contractor shall describe how they meet this requirement if different from the option below.

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

The following shall be in the condition precedent before the County may draw on the performance security; (i) the County declares Contractor in material breach; (ii) the Contractor fails to cure the material breach in accordance with Section 12.8 of this agreement; and (iii) County terminates Contractor's performance of the services.

12.31 CONFLICTS OF INTEREST

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would amount to a prohibited conflict of interest under state or federal law with regards to services provided under this Agreement.

12.32 HEADINGS: INTERPRETATION

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

12.33 DEBARMENT AND SUSPENSION CERTIFICATION

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

12.34 OWNERSHIP OF DOCUMENTS

- A. Protection of Trade Secrets and Confidentiality of Personal Information:
1. County understands that certain information pertaining to Contractor's operations are considered trade secrets and not readily apparent to the public or other organizations. The Contractor has taken substantial efforts to protect this information as well as the personal and private information of its key personnel and employees. The County shall not disclose or use Contractor's trade secrets without express written permission of the Contractor, except as otherwise necessary for the administration of this Agreement or as required by law. The County shall not disclose or use personal and private information of Contractor's key personnel, except as otherwise permitted or required by law, without the express written permission of the person or Contractor.
- B. In the event that County receives a request for records pursuant to the California Public Records Act and such request involve records produced by the Contractor or containing descriptions of the Contractor's operations, County shall withhold or redact information that it reasonably believes is a trade secret under California Civil Code section 3426.1(d), unless disclosure of such information is otherwise authorized by Contractor in writing. County shall consult with Contractor for assistance in determining information that is a trade secret, but Contractor acknowledges that County has an independent obligation to control the disclosure of information requested under the Public Records Act pursuant to California Government Code section 6253.3. If litigation is filed against County seeking disclosure of information withheld as trade secrets, Contractor shall defend, indemnify, and hold the County harmless from and against all claims of liability, including attorney's fees incurred by those demanding disclosure of such documents.

12.35 MODIFICATION AND AMENDMENT

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

12.36 SEVERABILITY

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

12.37 COMPLIANCE WITH COUNTY POLICIES ON WASTE, HARASSMENT, DRUG/ALCOHOL-FREE WORKPLACE, AND COMPUTER USE.

Contractor hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Contractor also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by County employees or contractors.

- A. Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.
- B. County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.
- C. County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.
- D. Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of Contractor whose performance of services under this Agreement requires access to any portion of the County computer network shall sign and have on file with County's ITS Department prior to receiving such access the certification attached to said Policy.
- E. Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

12.38 ASSIGNMENT

- A. In General. A consideration of this Agreement is the personal reputation of Contractor; therefore, Contractor shall not assign any interest in this Agreement or subcontract any of the services Contractor is to perform hereunder without the prior written consent of County, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by Contractor, or to perform any of the remaining services required under this Agreement within the same time frame required of Contractor shall be deemed to be reasonable grounds for County to withhold its consent to assignment.
- B. Effect of Change in Status. If Contractor changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by Contractor. Failure of Contractor to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

12.39 THIRD PARTY BENEFICIARIES.

Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

12.40 COUNTERPARTS.

This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

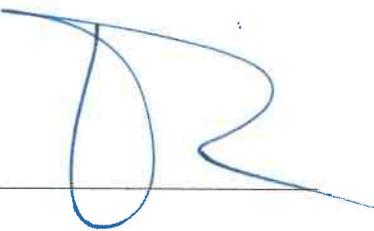
IN WITNESS WHEREOF, this Agreement is executed by the County, acting by and through the Chair of the Board of Supervisors, and by the Contractor through its duly authorized officer(s).

“CONTRACTOR”

American Medical Response West

By  _____

Edward Van Horne
Chief Operating Officer

By  _____

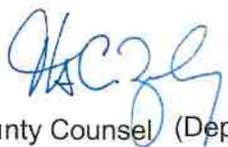
Thomas A.A. Cook
Secretary

“COUNTY”

NAPA COUNTY, a political subdivision of
the State of California

By _____

ALFREDO PEDROZA, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By:  County Counsel (Deputy) Date: August 27, 2021	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:
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SECTION XIII - EXHIBITS

EXHIBIT 1 – DEFINITIONS

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

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

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

Ambulance Ordinance - Napa County Ambulance Ordinance can be reviewed by going to:

https://library.municode.com/ca/napa_county/codes/code_of_ordinances?nodeId=TIT8HESA_C_H8.70_AM

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

Ambulance Zone - A geographic area, defined as the North Zone, South Zone, or East Zone, that has been designated as an Exclusive Operating Area by the Napa County Board of Supervisors for all Ambulance Services pursuant to a competitive bid process.

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

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

Authorized EMS Dispatch Center - The Authorized Emergency Medical Services (EMS) Dispatch Center, within Napa County, authorized for the dispatch of ambulance services by the Agency. Napa Central Dispatch Center is the current EOA Providers emergency ambulance dispatch center.

AVL – Automatic vehicle locator.

Bariatric Ambulance - A bariatric ambulance is an ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that is capable of carrying very large patients.

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

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

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

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

Call Reception – The process of answering the telephone and processing information for the caller in an emergency dispatch center.

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

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

CARES - The Cardiac Arrest Registry to Enhance Survival or CARES was initiated in 2004 as an agreement between the Center for Disease Control and Prevention and the Department of Emergency Medicine at Emory University. CARES was developed to help communities determine standard outcome measures for out-of-hospital cardiac arrest locally allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

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

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

Contract Materials - Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract - The agreement between Napa County, acting as the EMS Agency, and Contractor awarded pursuant to this solicitation.

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

County Data - All information, data, and other content, including Confidential Information and other information whether or not made available by EMS Agency, Napa County or Napa County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

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

County - Napa County

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

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

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

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

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

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities staffed with at least two (2) ALS providers.

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

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

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

Emergency Medical Dispatch (EMD) – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call, and resource priority, and pre-arrival instruction.

EMS Agency – Napa County Emergency Medical Services Agency

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

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

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

Emergency Medical Technician-Paramedic (EMT-P) – Individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and who has a valid license issued according to the California Health and Safety Code.

Emergency Response Zone (ERZ/Zone) – Napa County is broken into five (5) Emergency Response Zones with different response time requirements for each. Each ERZ is defined by geographic

boundaries identified on the map in Exhibit 3. Each ERZs are defined as Urban, Suburban, Rural 1, Rural 2, and Wilderness.

Enroute – The elapsed time from unit alert to unit enroute. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

Exclusive Operating Area (EOA) – means an EMS area or subarea defined by the emergency medical services plan for which a local EMS Agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support as defined in California Health and Safety Code Section 1797.85.

Fire First Responder – BLS and ALS Fire departments in Napa County.

First Responder ALS – Advanced Life Support fire departments or Contractor provided Quick Response Vehicle (QRV) in Napa County.

First Responder BLS – Basic Life Support fire departments in Napa County.

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

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

Geographical Information Systems (GIS) – A framework for gathering, managing, and analyzing data.

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

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

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

Inter-Facility Transports (IFT) – Ambulance transports between healthcare facilities, typically non-emergency following EMS Agency Policy.

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

LEMSA – Local EMS Agency

LIFENET - The LIFENET® System is a comprehensive cloud-based platform that helps teams work more efficiently. Share critical patient data to help care teams reduce time-to-treatment for STEMI patients. Request remote cardiology consult through the dedicated LIFENET Consult application. Rapidly distribute post-event review data to crews immediately after a code. Manage LIFEPAK device software and configuration fleet-wide from a single website. The LIFENET System provides

innovative tools to help teams work as efficiently as possible.

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

MDC – Mobile data computer (also known as MDT- Mobile Data Terminal)

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

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

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

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

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

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

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

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

On Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call.

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

Outlier – An Outlier is a 9-1-1 call where the emergency ambulance has a response time in excess of 200% of the expected response time standard for Priority 1 and Priority 2 calls in the Urban, Suburban, Rural 1, Rural 2 and Wilderness ERZs.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also, known as an EMT-P.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing

coverage.)

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

Priority Dispatching – A structured method of prioritizing requests for an ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Priority 1 Call – A potentially Life-Threatening Emergency Response

Priority 2 Call – A non-Life-Threatening Emergency Response

Priority 3 Call – A non-Emergency Response

Priority 4 Call – A non-Emergency Interfacility ALS Transport

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

Proposal Review Committee (PRC) – A committee consisting of professional subject matter experts with experience in healthcare delivery models and government procurement procedures, to evaluate responsive proposals based on the criteria specified in the solicitation. PRC members shall be bound by the terms of a conflict-of-interest statement and confidentiality agreement.

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

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

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

Quick Response Vehicle (QRV) – **A QRV is an authorized emergency non transport vehicle equipped at the ALS level.**

ReddiNet - A web-based program designed to address resource management needs providing users the ability to understand the operational status of a hospital or emergency department in order to make critical operational decisions.

Release at Scene (RAS) – Patients refusing treatment and/or transport when the paramedic agrees there is no need for care.

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

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

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

Surge Ambulance- A Surge Ambulance is Napa County Permitted ambulance that is owned by

Contractor and staffed by a fire department that has a written agreement with Contractor, to be utilized at the request of the County authorized Emergency Medical Dispatch Center, during an unexpected increase in 9-1-1 medical requests, that overwhelms the initial deployment of ambulances at a given time and day in accordance with Contractor's agreement with the dispatch center.

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

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

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

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Activation Time – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is enroute to the scene.

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

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

Unusual System Overload - Unusual system overload (USO) is defined as a situation that could not have been predicted, based upon historical call volume data from the previous calendar year. USO events occur when the call in question has pushed the call volume for that hour of day and day of the week to greater than 200% of the average demand for that hour of day and day of the week and when no less than 66.6% of scheduled emergency ambulances, within the current system status management plan, are otherwise occupied by contracted ambulance operations, e.g., Priority 1 – 4 calls. Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential Good Cause exemptions. Units are considered available 15 minutes after arriving to their destination. Additionally, units conducting non-contracted business, e.g., basic life support (BLS) and critical care transport (CCT) interfacility transfers (IFT's), special event standby, etc., are the option and business of the Contractor and will not be considered a criterion for Good Cause exemption. The average demand is to be calculated on an annual basis using prior calendar year's data.

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

determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

EXHIBIT 2 – CONTRACTOR’S USER CHARGES

Contractor shall be entitled to charge the following:

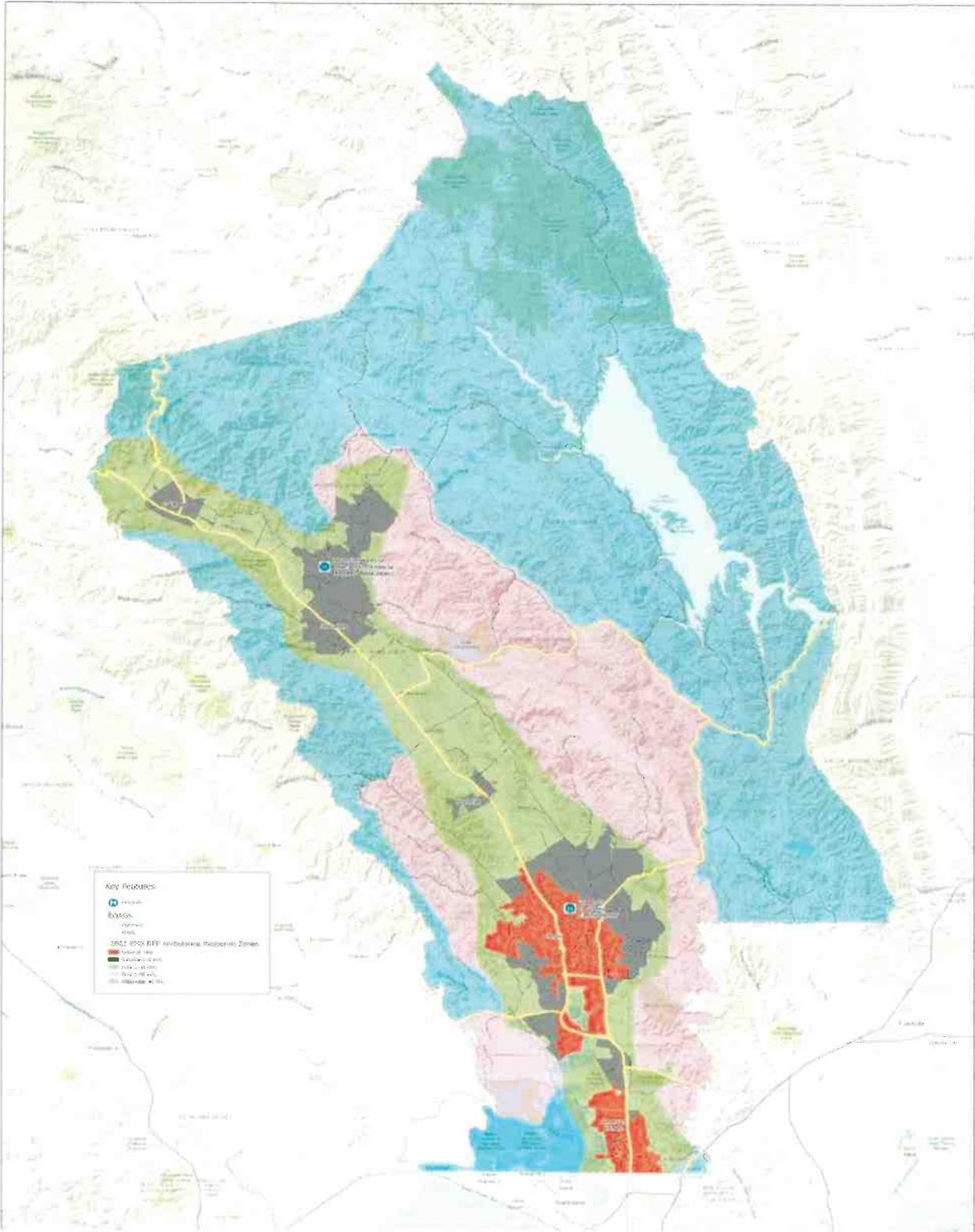
Contractor’s User Charges – 9-1-1 System	Effective 12-31-21
Emergency Ambulance Base Rate	\$2,997.00
Oxygen	\$175.00
Mileage	\$97.00 per mile
EKG Monitor 12 Lead	\$ 94.73
Universal Precautions	\$ 150.00
Clinical Care EMS Technology Fee	\$ 1.50 per mile
Treat, Non-transport rate	\$596.00

EXHIBIT 3 – NAPA COUNTY RESPONSE ZONE MAP

Definition of EMS System Standards:

1. Urban - all census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 101 to 500 persons or more per square mile.
2. Suburban - All census places with a population density of 51 to 100 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 51 to 100 persons per square mile.
3. Rural 1 & Rural 2 - all census places with a population density of seven to 50 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of seven to 50 persons per square mile.
4. Wilderness - census tracts or enumeration districts without census tracts that have a population of less than seven persons per square mile.

Note: Napa County has determined the need to divide the large rural areas into Rural 1 and Rural 2. This is to increase efficiency and improve EMS system response within the County.



Emergency Medical Services

2021 EMS RFP Ambulance Response Zones

8/23/2021 Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.



EXHIBIT 4 – MINIMUM INSURANCE REQUIREMENTS

Provide evidence of insurance for each of the checked categories:

<input type="checkbox"/>	General Liability (Including operations, products, and completed operations, as applicable.)	\$5,000,000 - per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, the general aggregate limit either must apply separately to this service or must be twice the required occurrence limit.
<input type="checkbox"/>	Automobile Liability	\$10,000,000 – Aggregate \$5,000,000 Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
<input type="checkbox"/>	Workers’ Compensation	As required by the State of California
<input type="checkbox"/>	Employers’ Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$5,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security.

SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

The work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, therefor the following insurance is required.

Privacy and Network Security

To be carried at all times during the term of the Contract and for all incidents during the contract term even if the claim is made up to five (5) years after the contract term. Maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within the Contractor’s network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, the introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor’s electronic data or systems while providing services to County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business

interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

EXHIBIT 5 – EXAMPLE OF RESPONSE TIME LIQUIDATED DAMAGES

Until full implementation of the FirstWatch OCU the EMS Agency may follow the following format for assessment of liquidated damages. This example below provides a method for calculating and assigning damages.

Example of Liquidated Damages

Reporting Period August 2022		
Zone	Priority Level	Response Reporting Category
Urban and Suburban	1	93.34%
	2	89.60%
	3	100.00%
	4	97.83%
Rural 1, Rural 2, and Wilderness	1	97.06%
	2	100.00%
	3	100.00%
	4	100.00%
Outlier Response	3	

TYPE	LIQUIDATED DAMAGES	QT	TOTAL LIQUIDATED DAMAGES BREAKOUT	
89-89.99%	\$1,000.00	1	\$1,000.00	<u>CONTRACTOR</u>
88-88.99%	\$2,000.00		\$0.00	COMPLIANCE \$1,000.00
87-87.99%	\$3,000.00		\$0.00	OUTLIER RESPONSE \$1,500.00
86-86.99%	\$5,000.00		\$0.00	OTHER \$750.00
85-85.99%	\$6,000.00		\$0.00	
<85%	\$8,000.00		\$0.00	
OUTLIER RESPONSE				

EXT RESP 200%	\$500.00	3	\$1,500.00	
OTHER				
MEHC FAILURE	\$500.00		\$0.00	
FAIL RPT ON SCENE	\$250.00	3	\$750.00	TOTAL \$3,250.00

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

Monthly Compliance:

In the monthly response compliance, one EOA Contractor scored on-time compliance of 89.60% in the Urban and Suburban Priority 2 compliance reporting category, resulting in \$1,000 liquidated damages. Therefore \$1,000 damage is assessed.

Outlier Response:

The Contractor had 3 Outlier emergency responses resulting in \$1,500 in liquidated damages.

Other:

On 3 occasions this month, Contractor ambulances failed to notify dispatch or indicate their arrival "on- scene" resulting in a \$750 liquidated damages.

Liquidated Damages Breakout:

The total monthly liquidated damages for the Contractor are shown on the right-hand side and reflect the amount of payment that will be paid directly to EMS Agency as Napa County EMS System Enhancement Funds.

EXHIBIT 6 – CLINICAL PERFORMANCE MEASURES

Summary of potential Napa County EMS Clinical Performance Measures

Stroke Bundle	
STROKE-1	Stroke Assessment Completed for Every Suspected Stroke Patient
STROKE-2	Documentation of Last Known Well Time (Clock Time) on Suspected Stroke Patients
STROKE-3	Blood Glucose Level Obtained on Suspected Stroke Patients
STROKE-4	Pre-Arrival Stroke Alert for Acute Stroke Cases
STROKE-5	Transportation to Stroke Receiving Center for Acute Stroke Cases
STEMI Bundle	
STEMI-1	12-lead EKG Performed on Suspected STEMI Patients
STEMI-2	12-lead EKG Performed on Suspected STEMI Patients in <10 minutes
STEMI-3	Aspirin Administration for Suspected STEMI Patients
STEMI-4	Pre-Arrival STEMI Alert for All STEMI Cases
STEMI-5	Transportation of STEMI Cases to STEMI Receiving Center
Miscellaneous Bundle	
PEDI-1	Correct Pharmacological Dosage for All Pediatric Medication Administrations
TRAUMA-1	Pre-Arrival Trauma Alert for All Patients Meeting Trauma Center Criteria
CARDIAC-1	ETCO2 Measured on All Non-Traumatic Cardiac Arrest Cases
SEPSIS-1	Fluid Challenge Administered on All Patients Meeting Sepsis Alert Criteria

Additional Suggested Measures (for consideration)

- Medication Errors - total annual or rate
- Ambulance accidents – response or transport
- Mechanical issues delaying ambulance response or transport
- Near misses
- Patient complaints
- Patient satisfaction surveys
- EMS stakeholder and customer satisfaction surveys
- Sex and race dis-aggregated metrics including but not limited to Pain Management

Clinical Liquidated Damage:

The chart below is only an example. Baseline metrics will be set for each Clinical Performance Standard established for compliance as part of the Contract. It is understood that these standards and baseline metrics will be established through a collaborative process WITH FINAL Napa County EMS Agency Medical Director approval and the standards and metrics will change and or be modified over the terms of the agreement.

Proposed Clinical Metric and Liquidated Damages Example

Metric	Benchmark	Level 1 Under-performance	Root Cause Analysis	Damages Assessed	Level 2 Under-performance	Damages Assessed
Stroke Assessment Completed for Every Suspected Stroke Patient	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
Documentation Of Last Know Well Time (Clock Time) on Suspected Stroke Patients	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
Blood Glucose Level Obtained on Suspected Stroke Patients	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
Pre-Arrival Stroke Alert for Acute Stroke Cases	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
Transportation to Stroke Receiving Center for Acute Stroke Cases	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
12-lead EKG Performed on Suspected STEMI Patients	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
12-lead EKG Performed on Suspected STEMI Patients in <10 minutes	TBD	TBD		\$ 1,500	65% - 69.9%	\$ 3,000
Aspirin Administration for Suspected STEMI Patients	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
Pre-Arrival STEMI Alert for All STEMI Cases	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
Transportation of STEMI Cases to STEMI Receiving Center	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
Correct Pharmacological Dosage for All Pediatric Medication Administrations	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
Pre-Arrival Trauma Alert for All Patients Meeting Trauma Center Criteria	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
ETCO2 Measured on All Non-Traumatic Cardiac Arrest Cases	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000
Fluid Challenge Administered on All Patients Meeting Sepsis Alert Criteria	TBD	TBD		\$ 1,500	65% - 74.9%	\$ 3,000

EXHIBIT 7 – STANDBY LEASE AGREEMENT

THIS STANDBY LEASE AGREEMENT ("Lease") is entered into as of _____, 20__, between the County of Napa, ("Lessee" or "County"), and American Medical Response West ("Lessor" or "Contractor");

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

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

WHEREAS, this Agreement shall only become effective upon a takeover by County under the 9-1-1 Agreement;

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

AGREEMENT

1. Lease of Equipment. Lessee leases from Lessor the Equipment specified on Schedule "A." Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.
2. Conditions Precedent to Lease. The conditions precedent to this Lease being effective shall be: a) A declaration by Lessee that Lessor has committed a material breach under the 9-1-1 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the 9-1-1 Agreement; and d) Lessee delivers to Lessor a certificate from the County certifying that the County has elected to take over the 9-1-1 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.
3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the conditions precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.
4. Rent. Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 12.11 of the 9-1-1 Agreement. Any nonpayment of Rent or other amounts payable under this Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the lower rate of: a) Twelve percent (12%); or b) the maximum amount

allowed by law.

5. Use. The Equipment will be used for operating the 9-1-1 system. Lessee shall not remove the Equipment from County without obtaining Lessor's prior written consent.
6. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.
7. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.
8. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.
9. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.
10. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
11. Insurance. Lessee shall, at its sole expense, carry and maintain insurance against such risks for the Equipment. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence reasonably satisfactory to Lessor showing that such insurance coverage is, and will remain in effect, in accordance with Lessee's obligations under this Section. Lessor shall not, however, cancel any insurance Lessor carries for the Equipment without notification to Lessee of Lessor's intent to cancel ten (10) days prior to any cancellation. Lessor's failure to timely inform Lessee of its intent to cancel any insurance shall void Lessee's liability under

paragraph 9 (Risk of Loss) if Lessee fails to timely obtain insurance under this section.

12. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due, all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment.
13. Limited Warranty. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material of the material or workmanship of the equipment.
14. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: a) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or b) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.
15. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:
 - a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or
 - b. By notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.
16. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the 9-1-1 Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.
17. Miscellaneous. This Lease (including the Leased Equipment Attachment hereto): a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; b) may be

amended only by written instrument executed by both parties; c) may not be assigned by either party without the written consent of the other party; d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; e) shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein; f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and g) shall not be effective until executed by both parties.

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

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

County of Napa
Emergency Medical Services Agency

By: _____
Director, EMS Agency

Date: _____

American Medical Response West

By: _____

Date: _____

LEASED EQUIPMENT ATTACHMENT

The leased items shall include:

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