

BOARD OF SUPERVISORS
Yolo County, California

Meeting Date: March 26, 2024

To: HHSA ✓

25.

Approve and authorize the Chair to enter into an agreement with American Medical Response West for the provision of emergency ambulance services, Advanced Life Support and Critical Care Transports in the Exclusive Operating Area of Yolo County for the period of April 1, 2024 through April 1, 2029. (No general fund impact) (Sullivan) (Est. Time: 5 min)

Minute Order No. 24-33: Approved recommended action by **Agreement No. 24-104.**

MOVED BY: Villegas / SECONDED BY: Frerichs
AYES: Vixie Sandy, Provenza, Barajas, Villegas, Frerichs.
NOES: None.
ABSTAIN: None.
ABSENT: None.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 25. Public Health

Board of Supervisors

Meeting Date: 03/26/2024
Brief Title: Agreement with American Medical Response
From: Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact: Brian Vaughn, Public Health Branch Director, Health and Human Services Agency, x8771

Supervisory District Impact: Countywide

Subject

Approve and authorize the Chair to enter into an agreement with American Medical Response West for the provision of emergency ambulance services, Advanced Life Support and Critical Care Transports in the Exclusive Operating Area of Yolo County for the period of April 1, 2024 through April 1, 2029. (No general fund impact) (Sullivan) (Est. Time: 5 min)

Recommended Action

Approve and authorize the Chair to enter into an agreement with American Medical Response West for emergency ambulance services, Advanced Life Support and Critical Care Transports in the Exclusive Operating Area of Yolo County for the period of April 1, 2024 through April 1, 2029.

Strategic Plan Goal(s)



Thriving Residents



Safe Communities

Reason for Recommended Action/Background

Pursuant to Division 2.5 of the California Health & Safety Code ("Health & Safety Code"), the County has designated the Yolo County Health Department (now a part of the Health and Human Services Agency) to be the Local Emergency Medical Services Agency ("LEMSA") for the purpose of the administration of emergency medical services ("EMS") within the County. Division 2.5 of the Health and Safety Code confers specific authorities and responsibilities upon a LEMSAs, including but not limited to developing a local plan through which it may establish one or more exclusive operating areas ("EOAs") and, through a competitive process approved by the State Emergency Medical Services Authority ("State EMS Authority"), contracting with one or more ambulance providers for the provision of ambulance services in the designated EOA or EOAs pursuant to the local plan.

Yolo County EMS Agency ("YEMSA") has developed a local plan, approved by the State EMS Authority, for the establishment of a single EOA covering the entire County, and the selection of a single ambulance provider to provide specified ambulance services, including Emergency Ambulance Services with basic life support (BLS), advanced life support (ALS), and critical care transport (CCT) for all areas within the EOA.

Following a comprehensive EMS system assessment that included a series of 8 partner workgroups and listening sessions including fire and dispatch agencies, hospitals, and local EMS providers, and the input of an Advisory Review Panel that included representatives from local Cities, Yolo County Fire Chiefs Association, Yolo County Auto Aid Chiefs Association, and both hospitals in Yolo County, YEMSA proceeded with a competitive bidding process for services as detailed in the Competitive Bid Process section below. Following the Competitive Bid Process and notice of intent to award issued to American Medical Response (AMR) West, YEMSA began developing a contract for the exclusive right to emergency ambulance services, Advanced Life Support (ALS), and Critical Care Transports with the input of a Contract Development Advisory Panel of partner representatives from the Yolo County Fire Chiefs Association, local Cities, and both local hospitals.

County Health and Human Services Agency and YEMSA staff, in coordination with County Counsel and the County Administrator's Office, engaged AMR West in negotiations on the contract beginning December 6, 2023.

The Director of the Health and Human Services Agency and YEMSA are recommending to the Board of Supervisors to approve the award of the contract and enter into an agreement (Att. A. Agreement) with AMR West for the delivery of emergency ambulance services, Advanced Life Support, and Critical Care Transport in the exclusive operating area of Yolo County for a five (5)-year period, with a possible five (5)-year extension.

Performance Measures included in this Agreement are as follows:

The agreement includes extensive performance measures including, but not limited to:

- Response Time Standards
- Clinical Performance Standards
- Minimum Deployed Unit Hour Standards
- Vehicle Standards
- Personnel Standards

Collaborations (including Board advisory groups and external partner agencies)

Local Cities, Yolo County Fire Chiefs Association, Yolo County Auto Aid Chiefs, Yolo Emergency Communications Agency (YECA), City of Davis Dispatch Agency, Woodland Memorial Hospital, Sutter Davis Hospital, County Administrator's Office, General Services Department, Procurement Division (GSD), County Counsel.

Competitive Bid Process/Vendor Performance

On April 12, 2023, the County via the General Services Department, Procurement Division (GSD) issued a Request for Proposal (RFP) on behalf of the Health and Human Services Agency (HHSA) for 911 Emergency Advanced Life Support (ALS) Ambulance Transport, Emergency Basic Life Support Ambulance Transport, ALS Interfacility Ambulance Transport, and Critical Care Transport Services. The solicitation was open for 86 days. On May 10, 2023, the County held a proposers' conference. On August 1, 2023, Proposers were provided an opportunity to give an oral presentation to the County.

The County received 1 proposal from this solicitation. GSD reviewed the proposal for minimum requirements, and it was moved forward to the Review Committee. The Review Committee was a multi-disciplinary panel including leadership from Fire Departments, Cities, Rural Jurisdictions, Hospitals, and County and EMS leadership.

Representatives were drawn from the following entities:

- 1 -- Rural Fire Protection District and County Fire Chiefs Association
- 1 -- City of Davis
- 1 -- City of West Sacramento
- 1 -- City of Winters
- 1 -- City of Woodland
- 1 -- Local Hospital
- 1 -- Emergency Medical Physician from outside of Yolo County with EMS Medical Director experience
- 1 -- County Administrator's Office
- 1 -- HHSA/YEMSA

The Review Committee evaluated the proposals and determined that the proposal submitted by AMR West met all the required qualifications necessary to successfully provide these services. On August 9, 2023, the County issued an Intent to Award letter.

Evaluation Criteria Included in RFP

- Organizational Experience (pass/fail)
- Key Leadership Experience (pass/fail)
- Reference Letters (pass/fail)
- Financial Condition, Budget, and Financial Sustainability (pass/fail)
- Evidence of Ability to Provide Performance Bond or Irrevocable Letter of Credit (pass/fail)
- Legal History (pass/fail)
- Evidence of Insurance or Ability to Obtain Insurance (pass/fail)
- System Requirements (5 points)
- Response Time Standards (30 points)

- Clinical Performance Standards (40 points)
- Ambulance Deployment and System Status Plan (50 points)
- Vehicles (15 points)
- Medical Supplies and Equipment (10 points)
- Personnel (105 points)
- Opportunities with Fire Services (20 points)
- Hospital and Community Requirements (15 points)
- Disaster Preparedness/Response (20 points)
- Quality Management (50 points)
- Electronic Patient Care Report (15 points)
- Dispatch Requirements (25 points)
- Financial and Administrative Requirements (35 points)
- System Enhancements (10 points)

Bids Received

Bidder	Bid
American Medical Response West	\$3,613.37 advanced life support (ALS) base charge per trip

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$700,000
Amount budgeted for expenditure	\$700,000
Additional expenditure authority needed	\$0
On-going commitment (annual cost)	\$700,000

Source of Funds for this Expenditure

Oversight Service Charge	\$700,000
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Further explanation as needed

No general funds are required by this action. This agreement will generate revenue to cover costs for YEMSA for the administration, oversight, and development and investment into emergency medical services in the county. The total amount of this action is up to \$3,500,000 in revenue for the period of April 1, 2024 through April 1, 2029. The amount of \$700,000 is included in the HHSA adopted budget for 2023-24.

Attachments

- Att. A. Agreement
- Att. B. Presentation

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	03/19/2024 12:18 PM
Financial Services	Matt Robertson	03/20/2024 08:04 AM
County Counsel	Phil Pogledich	03/20/2024 10:22 AM
Cindy Perez	Cindy Perez	03/21/2024 10:00 AM
Form Started By: Emily Covey		Started On: 03/08/2024 09:02 AM
Final Approval Date: 03/21/2024		

FILED

April 16, 2024

BY Paul Higley
DEPUTY CLERK OF THE BOARD



Advanced Life Support and Basic Life Support 9-1-1
Ground Ambulance Services, Advanced Life Support
Interfacility Transport and Critical Care Transport Services
for the Exclusive Operating Area in Yolo County

March 2024

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**AGREEMENT WITH AMERICAN MEDICAL RESPONSE WEST FOR COUNTYWIDE
ADVANCED LIFE SUPPORT AND BASIC LIFE SUPPORT GROUND AMBULANCE
SERVICES, ADVANCED LIFE SUPPORT INTERFACILITY TRANSPORT AND
CRITICAL CARE TRANSPORT SERVICES FOR EXCLUSIVE OPERATING AREAS IN
YOLO COUNTY**

This Agreement (Agreement), entered into this _____ day of March 2024, by and between COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County" and AMERICAN MEDICAL RESPONSE WEST, d/b/a AMERICAN MEDICAL RESPONSE, hereinafter called "Contractor".

RECITALS:

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, California Health and Safety Code Sections 1797, et seq. at Sections 1797.224 and Section 1797.85, allows the local EMS Agency to create Exclusive Operating Areas to restrict operations to one or more providers of emergency ambulance services and Advanced Life Support (ALS) services in the development of a local plan through a competitive bid process or without a competitive bid process if the area has been served in the same scope and manner without interruption since January 1, 1981; and

WHEREAS, pursuant to California Health and Safety Code, Section 1797.200, the County of Yolo designates Health and Human Services Agency to be the local EMS Agency (Yolo County EMS Agency), and to develop a written agreement with any qualified Advanced Life Support (ALS) and Basic Life Support (BLS) emergency ambulance transport provider and Advanced Life Support Interfacility and Critical Care Transport services that desires to provide these services to the Yolo County Exclusive Operating Area (EOA); and

WHEREAS, Title 22 California Code of Regulations Section 100167(b) (4) requires both public and private Paramedic Service Providers to have a written agreement with the local EMS Agency to provide advanced life support; and

WHEREAS, Section 4-6.101 of the Yolo County Ambulance Ordinance establishes the authority of the local EMS Agency to administer the emergency medical services (EMS) system; and

WHEREAS, the County circulated and distributed a request for proposals for 911 Emergency and Non-Emergency Advanced Life Support (ALS) Ambulance Transport, Emergency Basic Life Support (BLS) Ambulance Transport, ALS Interfacility Ambulance Transport and Critical Care Ambulance Transport Services, which is attached as Attachment A; and

WHEREAS, the Contractor submitted a proposal for 911 Emergency and Non-Emergency Advanced Life Support (ALS) Ambulance Transport, Emergency Basic Life Support (BLS) Ambulance Transport, ALS Interfacility Ambulance Transport and Critical Care Ambulance Transport Services, which is attached as Attachment B; and

WHEREAS, on August 18, 2023, the County issued a Notice of Intent to Award for the Yolo County Exclusive Operating Area (EOA) with Contractor, based on Contractor's submitted proposal after review and analysis of an independent evaluation panel; and

WHEREAS, the County finds Contractor qualified to provide ground ambulance services, ALS interfacility and critical care transport services; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise, and competency to provide the services, goods and materials that are described in this Agreement, at no cost to the County as herein specified; that it will be able to perform the herein described services to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

SECTION I – ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 AGREEMENT ADMINISTRATION

The Yolo County Emergency Medical Services Agency (YEMSA) shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the County. The YEMSA, acting by and through the EMS 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 standards of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures, and
- C. Provide technical guidance and/or direction, as YEMSA deems appropriate.
- D. Undertake any other actions deemed by YEMSA as necessary or appropriate for the administration of this agreement.

1.2 AGREEMENT TERM

This Agreement will be effective for five (5) years and services shall commence on April 1, 2024, at 08:00 AM, Pacific Time and its initial term shall end at 07:59 AM, on April 1, 2029.

1.3 CREATION OF THE AGREEMENT: ORDER OF PRECEDENCE

This Agreement and its Exhibits shall control the relationship between parties and act as the primary document and has been created from the Request for Proposal (RFP) GSDRFPKB2303, and all addenda thereto and the Contractor's proposal in response to that RFP dated April 6, 2023. All of the documents referenced in the preceding sentence shall be incorporated herein by this reference. In the event of an ambiguity or conflict between the terms of this Agreement and the RFP, RFP addenda, or proposal, the terms of this Agreement shall control. In the event of inconsistent, ambiguous, or unknown terms, any such inconsistency, ambiguity or missing necessary terms shall be resolved in order of precedence by referring to the terms, conditions, or statements in this Agreement and Exhibits, and if the matter is not resolved then by referring to the attached RFP (including the County standard terms in the RFP Contract Template) and its addenda taken together with the proposal, all of which shall be interpreted in harmony to the extent feasible.

The Exhibits and Attachments to this Agreement are as follows:

- Exhibit 1. Definitions
- Exhibit 2. Contractor's User Charges
- Exhibit 3. Yolo County Exclusive Operating Area
- Exhibit 4. Minimum Insurance Requirements
- Exhibit 5. Response Time and Liquidated Damages
- Exhibit 6. Clinical Performance Measures and Liquidated Damages
- Exhibit 7. Emergency Takeover Lease Agreement
- Attachment A. Request for Proposal
- Attachment B. Submitted Proposal
- Attachment C. HIPAA Compliance

1.4 CONDITIONS FOR EXTENSION OF THE AGREEMENT

As set forth in subsection B, below, YEMSA may offer to extend this Agreement for a second five-year term which shall end at 07:59 AM on April 1, 2034. 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 an Agreement extension. Any Agreement extension shall be negotiated by the parties in good faith and memorialized in a separate written agreement or amendment hereof.

- A. As outlined in Section 12.3 of this Agreement, the County's Emergency Medical Care Committee (EMCC) shall annually submit to the YEMSA 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) Compliance with Clinical Performance Measures.
 - (4) Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care.
 - (5) Financial stability.
 - (6) Cooperation of Contractor's personnel in collaborating with YEMSA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County.
 - (7) Customer satisfaction.
 - (8) Community engagement, including education and prevention activities.
- B. YEMSA shall review the observations and recommendations of the EMCC and at the County's sole discretion, the YEMSA Administrator shall inform the Contractor in writing (not later than one year prior to the expiration of this Agreement) of the approval to offer or deny the opportunity to negotiate a five-year term extension. Once an extension offer is provided to Contractor, Contractor has no more than 30 calendar days to reply in writing with the acceptance or denial of the opportunity to negotiate a contract extension.

1.5 INDEPENDENT CONTRACTOR

Contractor shall perform this Agreement as an independent Contractor. Contractor and the officers, agents, and employees of Contractor are not, and shall not be deemed, County employees for any purpose, including workers' compensation and employee benefits. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed on Contractor by this Agreement shall be performed; provided, however, that County may monitor the work performed by Contractor.

1.6 SPECIFIC PERFORMANCE

It is agreed that Contractor, including the agents, employees, and authorized subcontractors of Contractor, shall be the sole providers of the services required by this Agreement. Because the services to be performed by Contractor under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a particular value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, County, in addition to any other rights or remedies which County may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by Contractor.

SECTION II – NOTICES

2.1 AGREEMENT COMMUNICATION

All notices, requests, demands, or other communications under this Agreement shall be in writing. Addresses for purpose of giving notice are as follows:

To County: Yolo County Emergency Medical Services Agency
EMS Administrator
137 North Cottonwood St
Woodland CA, 95695
Email: douglas.brim@yolocounty.org

To Contractor: American Medical Response
Attention: Regional Director
1255 Triangle Ct
West Sacramento, CA 95604
Email: brian.henricksen@gmr.net

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

Law Department
Global Medical Response, Inc.
4400 State Hwy 121, Ste 700
Lewisville, TX 75056

- A. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, shall be deemed effective as of the first date that 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, phone number, or email 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. Advanced Life Support (ALS) and Basic Life Support (BLS) Ground Ambulance Services, ALS Interfacility, and Critical Care Transport Services for the exclusive operating area (EOA) in Yolo County.
 - B. As provided for in Section 1797.224 of the California Health and Safety Code and under the general direction of the Yolo County Emergency Medical Services Agency (YEMSA), Contractor shall be the exclusive provider of emergency ground ambulance transportation services, ALS interfacility transport services and critical care transport service requests originating in Yolo County.
 - C. Contractor shall provide all responses and ground transports, including:
 - All ALS and BLS 911 requests for ambulance service.
 - Requests for emergency ambulance service made directly to Contractor without going through the authorized dispatch center, including a seven-digit phone number.
 - Ambulance transport to an emergency department from the scene of an emergency.
 - Ambulance transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facilities.
 - Potential non-transport response with treatment and referral.
 - Potential transport to an alternative destination.
 - A process for the return of first responder personnel who Contractor requested assist with patient care during transport back to their station.
 - All ALS, BLS 911, ALS IFT and CCT requests directed to Contractor by a YEMSA authorized Public Safety Answering Point (PSAP) or YEMSA designated hospital.
 - Requests for mutual aid by the County Medical Health Operational Area Coordinator (MHOAC).
 - Requests for ambulance stand-by services such as working fires, hazardous materials incidents, hostage/Special Weapons and Tactics (SWAT) events, including disaster drills or other requests by YEMSA.
- (1) Contractor shall perform the following services to the satisfaction of YEMSA:
- a. Contractor shall respond, upon notification from YEMSA designated Emergency Medical Dispatch (EMD) Centers or other jurisdictional Public Safety Answering Point (PSAP) dispatch center within Yolo County, 24 hours a day, 365 days a year with an appropriately staffed and equipped ALS, BLS or ALS IFT and CCT ambulance. The Contractor's response shall be in a manner consistent with the specific requirements of the request. Such requirements shall vary depending upon whether the request for ambulance service is in response to a 911 medical emergency, or non-emergency.

- b. Ambulance response times, minimum equipment, and staffing levels must meet the standards set forth herein, pursuant to YEMSA Medical Priority Dispatch System (MPDS) policies that may be established.
- c. Clinical performance must be consistent with YEMSA's policies and approved medical standards. Medical care must meet the Clinical Performance Measures established jointly following contract award. Services and care delivered must be evaluated by the Contractor's internal quality improvement program as approved by YEMSA and incorporated into the County's EMS system quality improvement program to improve and maintain effective clinical performance. The Contractor must make a persistent effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.
- d. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive contract that fails to perform to the standards required may be found to be in breach of their contract and promptly replaced to protect the public health and safety of Yolo County visitors and residents.
- e. Contractor shall ensure that relevant and frequent educational courses are offered to assist EMS field personnel, including first responder agencies, 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 complements and interfaces with the YEMSA quality improvement system. This plan shall be submitted prior to the commencement of service and shall be submitted annually, no later than December 31st of each calendar year.
- g. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the YEMSA Medical Director and authorized by the YEMSA Administrator. YEMSA must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no cost to the County. Contractor further agrees that services provided under the pilot or research programs shall be in addition to the services described herein. If a pilot or research program would have a financial impact on Contractor, YEMSA agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation.

3.2 MEDICAL CONTROL

A. Medical Control Authority

Contractor acknowledges that YEMSA's Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of Ambulance and prehospital EMS

care are maintained within the county and that the Medical Director has the authority for establishing the required drug inventories and Medical Protocols and that Contractor, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols.

B. Adherence to Medical Control Standards

YEMSA has an established system of medical control through the YEMSA Medical Director of the EMS System. Contractor shall adhere to the standards of medical control established by YEMSA.

C. Compliance with Laws and Policies

Contractor shall comply with YEMSA's EMS Policies and Protocol Manual and other directives, e.g., special memos, which may be issued under YEMSA Medical Director's authority.

3.3 LEVEL 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 policies as may be authorized by YEMSA.

- A. ALS Ambulances must be staffed with at least one (1) YEMSA accredited paramedic and the second crew member may be another accredited paramedic or a California state certified EMT.
- B. BLS ambulances must be staffed with two (2) California state certified EMTs.
- C. Notwithstanding any other provision of this Agreement because this Agreement requires the Contractor to respond at the ALS or BLS level to all emergency calls, Contractor shall bill rates in accordance with applicable laws and this Agreement.

3.4 INCIDENT SPECIFIC RESPONSE (TIERED RESPONSE) PLAN UTILIZING BLS

- A. The plan will require the YEMSA designated EMD Center(s) to follow YEMSA Policies as they are established. BLS Ambulances shall be staffed with two (2) California state certified EMTs. Contractor shall bill rates in accordance with applicable laws and this Agreement.
- B. Contractor may meet response requirements for BLS calls using an ALS unit.
- C. Until such time that YEMSA Policies for tiered response of BLS units are finalized Contractor shall respond to all calls with ALS units.
- D. YEMSA will work towards the expeditious implementation of a tiered response system as soon as is feasible following the development of county-wide EMD.

3.5 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 the YEMSA designated EMD Center 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 the YEMSA designated EMD Center.
- C. Contractor shall notify the YEMSA Duty Officer of stand-by periods exceeding two (2) hours.
- D. Contractor may enter into a separate contract with a sponsor for the provision of an ambulance

stand-by at a special event. If the Contractor enters into a contract for stand-by special event, they must not utilize a 911 system ambulance.

3.6 MUTUAL AID

- A. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels, if directed to do so by the YEMSA Administrator, the YEMSA EMS Duty Officer, or the Yolo County Medical Health Operational Area Coordinator (MHOAC) unless the request would fundamentally cause immediate failure of service to the EOA. Any mutual aid refusal must be in consultation with the YEMSA Administrator or their designee.
- B. In the event the Contractor's resources are overwhelmed during a disaster, multi-casualty incident, or other unplanned event the YEMSA Administrator, the YEMSA EMS Duty Officer, or the Yolo County MHOAC may request mutual aid response to the EOA via the Regional and State mutual aid system.
- C. Contractor shall respond to in-county or neighboring jurisdiction mutual aid requests, which may be requested through the YEMSA designated EMD Dispatch Center, the YEMSA Administrator or their designee, or the Yolo County MHOAC, unless the Field Supervisor or the YEMSA designated EMD Center can verify that a given request would cause immediate failure of service to the EOA. Any mutual aid refusal must be in consultation with the YEMSA Administrator or their designee.
- D. Contractor shall provide, to YEMSA, copies of any mutual aid agreements between the Contractor and other agencies. In the event that the Contractor responds to a mutual aid request received under such an established agreement the Contractor shall notify the YEMSA EMS Duty Officer of the response, and any impacts the response will have to Contractor's approved deployment plan, prior to departure of resources from the County.
- E. While Contractor has the exclusive right to all 911 calls originating in the County, there are areas on the periphery of the County where the nearest appropriately staffed Ambulance may be in an adjacent jurisdiction. In the interest of meeting the medical needs of the patient as determined by the authorized EMD dispatch center, and YEMSA policy, YEMSA may approve the use of these closer Ambulances contingent upon the execution of a mutual aid agreement with the operator of the closer Ambulances as approved by YEMSA. Such approval of the use of closer Ambulances shall not be unreasonably withheld by YEMSA.
- F. Contractor shall document mutual aid requests and responses and provide a monthly report to YEMSA containing:
 - (1) The number and nature of mutual aid responses to any neighboring jurisdiction.
 - (2) The number and nature of mutual aid responses made by other agencies to calls originating within the Contractor's EOA.

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.

3.7 DISASTER PREPAREDNESS AND RESPONSE

- A. Multi-Hazard Disaster and Multi-Casualty Plans

- (1) The Contractor shall have an internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment, and EMS surge supplies needed for at least five (5) days.
- (2) The Contractor shall participate with YEMSA in disaster planning activities and participate in the Healthcare Preparedness Coalition (HPC) and disaster committees as requested by YEMSA. This includes assigning a disaster coordinator who shall have responsibility for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any YEMSA approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.
- (3) The Contractor shall maintain a cache of portable oxygen supplies, portable tanks, and regulators, to be made available during a disaster response as directed by the YEMSA administrator or Medical Health Operational Area Coordinator (MHOAC).
- (4) The Contractor must agree to contract with the Emergency Medical Services Authority (EMSA), to house, maintain, manage, and staff the EMSA state-issued Disaster Medical Support Unit (DMSU) for the duration such a program exists. This includes deploying the DMSU when requested by the YEMSA Administrator, or the MHOAC, via the MHOAC/Regional Disaster Medical Health Coordinator (RDMHC) mutual assistance system. This vehicle shall not be used in routine, day-to-day operations and shall be fully stocked at all times and kept in good working order. The DMSU shall be available for an emergency response to a disaster site or designated location. This vehicle may be used to carry EMS personnel and equipment to a disaster site.
- (5) Contractor shall ensure all EMS personnel, supervisory personnel, and management personnel are trained in Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS). Current training standards include:
 - a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800, and SEMS,
 - b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS,
 - c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, G191 and SEMS.
- (6) The Contractor will ensure EMS personnel responding to a Mass Casualty Incident (MCI), disaster, or other large-scale emergencies are fully trained in the EMS system.
- (7) The Contractor shall designate management personnel who have primary responsibility and accountability for preparedness and disaster operations and access to local resources.
- (8) The Contractor will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST unit leaders have been appropriately trained and approved by YEMSA.
- (9) The Contractor shall have field and supervisory personnel familiar with and trained in, the California Tactical Casualty Care Training Guidelines to respond as a medical support service provider to law enforcement incidents and provide field tactical medical care to casualties, as necessary.

B. Disaster Reimbursement

YEMSA will make reasonable efforts to support the Contractor in obtaining reimbursement for

disaster response efforts both within and outside of the County, when the Contractor's response was requested by the EMS Administrator or their designee, the Yolo County MHOAC, or a YEMSA approved EMD Dispatch Center, and when such funds are available. The Contractor will ensure all documentation meets the Federal Emergency Management Agency (FEMA) eligibility and/or other federal funding standards, policies, and guidelines.

Contractor shall be solely responsible for efforts to obtain any reimbursement for disaster response efforts that were undertaken in accordance with Contractor's own agreements with other agencies.

C. 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 YEMSA Administrator for approval, by May 1, 2024. 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 five (5) days.

D. Continuity of Operations

Contractor shall submit a Continuity of Operations Plan (COOP) to the YEMSA Administrator for approval, by May 1, 2024. 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.

E. Incident Notification

Contractor shall have mechanisms in place to communicate current field information to appropriate YEMSA staff, YEMSA approved EMD Centers, partner first responder agencies, and Hospitals during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the YEMSA Administrator.

F. 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.

G. Personal Protective Equipment

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

3.8 AIR AMBULANCE SERVICE

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

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 YEMSA policy except for Mutual Aid requests.

- (2) Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, YEMSA 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.
- (3) Contractor is authorized to use the following alternative modes to provide improved ALS access at the scene of an emergency in accordance with YEMSA approval: supervisor vehicle, and "Quick Response Vehicles" (QRV), to support improved ALS access in remote areas, special events, and challenging response zones.

B. Transport

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

SECTION IV – DEPLOYMENT

4.1 AMBULANCE DEPLOYMENT REQUIREMENTS

A. Requirements

- (1) Contractor's response time obligations are performance-based. Contractor has identified an initial minimum of 1,835 weekly Unit Hours and a minimum of eight (8) ALS ambulances and a peak of 15 and one (1) CCT Quick Response Vehicle (QRV) throughout the week. The Contractor shall commit and be responsible for scheduling this initial minimum and increase, if necessary, to achieve a minimum ambulance deployment capable of meeting the response time requirements for ambulance service requests within the EOA. Contractor shall deploy ambulance resources in a manner consistent with the requirements of the Agreement.
- (2) The Contractor shall be allowed a 3-month adjustment period at the start of this agreement, followed by a 12-month period where scheduled unit hours will not be reduced. Following this 3-month adjustment period, the minimum deployment of Transporting Unit Hours needed to meet the requirements of this agreement shall be finalized and submitted to YEMSA in the contractor's Ambulance System Status Plan (SSP). The minimum deployment shall not be decreased for the first twelve months of operations.
- (3) Ambulance System Status Plans (SSP) must be reviewed and approved by YEMSA at the beginning of this agreement, following the 3-month adjustment period, and annually thereafter, or when any change to the SSP is made.

The plan will describe:

- a. Proposed locations of ambulances and numbers of vehicles to be deployed including Unit Hours deployed during each hour of the day and day of the week including seasonal variations.
- b. Mechanisms to meet the demand for ambulance response during peak periods or unexpected periods of unusually high call volume and other surge events, including disasters, large fires, a pandemic or high flu season.
- c. Use of On-Call crews.
- d. Include a process that identifies how additional ambulance unit hours will be added by the Contractor if the on-time response time performance standards are not met.
- e. Include a map identifying post locations within the County, including post location for the Interfacility and CCT ambulance, as appropriate.
- f. Include a response and surge coverage plan that includes provisions for equal protection Zones within the EOA.
- g. Mechanisms and triggers for providing real-time updates on assigned ambulance availability, estimated arrival time with YEMSA, approved EMD Dispatch Centers and other assigned first responder agencies.

SECTION V – OPERATIONS

5.1 EMERGENCY RESPONSE ZONES AND PRIORITY LEVEL

The goal of the Yolo County Emergency Medical Services Agency (YEMSA) is to ensure a high-performing Emergency Medical Services (EMS) system. Ambulance response time standards are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient's situation. The Contractor must commit to employ whatever effort is necessary to achieve the response time requirements for ambulance service requests within the EOA. It is the Contractor's responsibility to be familiar with geographic, and regular interstate highway and weather conditions in the EOA.

Contractor will be held accountable for response times defined as the time the ambulance dispatch center is notified of the request for service and the time the ambulance notifies by radio, or other reliable method, that the ground ambulance has arrived on scene (wheels stopped) at the location where the crew will exit the ambulance to access the patient or at a designated or assigned staging area, unless otherwise exempted, excepted, or corrected pursuant to this Agreement. All response times shall be measured in whole minutes with seconds.

Response time compliance will be measured monthly.

A. Response Time Standards

- (1) There are four (4) Emergency Response Zones (ERZ) for this EOA (Exhibit 1). Contractor must maintain response times with a minimum of ninety percent (90%) compliance in each ERZ.
- (2) A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in an ERZ equals or exceeds one hundred (100) or a twelve (12) month period, whichever is first.
- (3) Measurements will be calculated separately for each ERZ for data collection and system improvement.
- (4) Each ERZ is assigned a response time based on call volume and population (urban, suburban, rural and wilderness) compliance categories and the emergency medical dispatch (EMD) determinant as approved by the YEMSA Medical Director.
- (5) Emergency Response Zones (ERZ) will be re-evaluated periodically based on population changes identified by the US Census Bureau or changes in average annual call volume.
- (6) IFT and CCT responses are measured separately at the 90th percent compliance standard for scheduled transports.

B. Priority Levels

Yolo County utilizes Priority coding for emergency medical responses. The Contractor is responsible for complying with the three (3) priorities listed below for all emergency requests that originate within the EOA in each ERZ.

Yolo County Ambulance Response Time Requirements					
Priority Level	Compliance	High Frequency ERZ	Moderate Frequency ERZ	Moderate Low Frequency ERZ	Low Frequency ERZ
1	90%	8:00	15:00	20:00	30:00
2	90%	15:00	30:00	35:00	45:00
3	90%	30:00	45:00	50:00	60:00

Priority 1 - Potentially Life-Threatening Emergency Response (including emergency ALS IFT, STEMI, Stroke, Trauma)

Priority 2 - Non-life-threatening Emergency Response (ALS or BLS Ambulance)

Priority 3 - Non-Emergency Response (BLS Ambulance)

- (1) Yolo County utilizes Priority coding for all requests for medical transport including ALS IFT and CCT transports. The Contractor is responsible for complying with response times for Priority 4 and 5 identified below.

Priority 4 – Scheduled IFT ALS Transports (ALS Ambulance)

Priority 5 - CCT Responses

Response Term	Compliance Standard
Emergency ALS IFT	8:00 minutes
Scheduled ALS IFT	+/- 15 minutes of scheduled time
Scheduled CCT	+/- 15 minutes of scheduled time

- (1) IFT and CCT transports are measured separately at the 90th percent compliance standard for scheduled transports.
- (2) Contractor may enter into a subcontract for additional CCT services to meet response time requirements.

5.2 RESPONSE TIME MANAGMENT

- A. Dispatch CAD data and FirstWatch On-line Compliance Utility (“OCU”) is the method YEMSA currently utilizes to monitor Response Time Compliance. OCU will calculate all Contractor Response Times. Ambulance Response Time measures are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient’s situation. Response Time shall be measured in minutes and seconds and compliance determined on a fractile basis.
- B. Response Time specifications are a performance-based approach involving defined ERZs. The proposer will be expected to employ any effort necessary to achieve the Response Time requirements for ambulance service requests within each ERZ.
 - (1) Each incident is a separate response.

- (2) Each incident will be counted as a single response regardless of the number of units that are utilized.
- (3) The Response Time of the Contractor's first arriving emergency ambulance will be used to compute the Contractor's Response Time for that incident. This includes an ambulance response from an entity requested to provide Mutual Aid for the Contractor.

C. If the Contractor implements a surge ambulance program with an approved ALS or BLS fire department, the use of a surge ambulance shall comply with the terms outlined in the agreement between parties and will be monitored as part of the response time compliance by YEMSA. Surge ambulance hours shall not be used to meet minimum required deployed transporting Unit Hours in the Contractor's approved System Status Plan (SSP).

5.3 CALCULATION OF RESPONSE TIMES

Calculation of Response Time shall begin at the time the following information, at a minimum, is transmitted to the first assigned ambulance crew:

- Call priority
- Exact address or descriptive location such as building or landmark.
- If no ambulance is available for assignment at the time the contractor's dispatcher receives the call information above, the ambulance Response Time shall begin at the time that call information was received.

A. Calculation of Response Time shall stop when:

- (1) The assigned ambulance notifies dispatch that it is "on-scene," which is defined as fully stopped (wheels not in motion) at the location where the crew will exit the ambulance to access the patient. Or,
- (2) The assigned ambulance has arrived at the reported location and is attempting to locate a patient whose location has not been further identified.
- (3) For Priority 5 calls calculation of Response Time shall be based on whichever is the later to arrive "on-scene" between the assigned ambulance or the CCT QRV.
- (4) In the event "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area documented by CAD.
- (5) At the time that dispatch notifies the assigned ambulance to cancel its response.
- (6) In the case of significantly encumbered/restricted access to the patient, the term "On Scene" shall be understood to mean the time the ground ambulance arrives at the restricted access point, e.g., staging area for safety considerations, at the entrance of a closed gated area, rendezvous point to be escorted to the patient by another individual, or unpaved access roadway not designed for routine vehicle access. Restricted access to a scene is not to routinely include regularly paved and maintained driveways or parking lots.

B. In incidents when the assigned ambulance crew fails to report their arrival on scene, the time of the next radio communication from the crew or other at-scene personnel to dispatch that indicates the ambulance has already arrived at the scene shall be used as the arrival on scene

time. The Contractor may also validate on-scene time by MDC time stamp as documented in CAD or AVL playback.

C. Calculating Response Times - Changes in Call Priority

Response Time calculations to determine compliance with Agreement standards and liquidated damages for non-compliance shall be as follows:

- (1) Downgrades – If a call is downgraded to a lower priority before the emergency ambulance arrives at the scene, the Contractor's compliance and liquidated damages will be calculated based on the lower priority Response Time Standard unless the higher priority Response Time standard has been exceeded at the time of the downgrade, in which case the higher priority standard will be applied.
- (2) Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident before the emergency ambulance arrives on scene, the Contractor shall be deemed compliant and not subject to liquidated damages, provided the upgrade or change in priority does not occur after the passage of the lower priority Response Time threshold.
- (3) 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 on the scene from which the ambulance was diverted.
- (4) Canceled Calls – If an assignment is canceled before the emergency ambulance arrives on scene, compliance and liquidated damages will be calculated based on the elapsed time from dispatch to the time the call was canceled.

5.4 RESPONSE TIME CORRECTIONS AND EXCEPTIONS

- A. 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 on scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival on-scene time. Alternatively, on-scene time may be validated by CAD timestamp or Global Positioning System (GPS) based on Automatic Vehicle Location (AVL) playback.
- B. In some cases, certain specified responses will be excepted by YEMSA and thereby deemed as compliant responses to be included in Response Time compliance calculations. These Exceptions will be for good cause only, as reasonably determined by YEMSA. The burden of proof that there is good cause for the Exception shall rest with the Contractor.
- C. The Contractor shall file a request for each desired Response Time Correction or Exception, as these occur, with YEMSA utilizing the Online Compliance Utility (OCU). No request for Response Time Correction or Exception will be accepted greater than ten business days after the date of the incident. Such requests shall list the date, the time, and the specific circumstances causing the documented delayed response time, and evidence supporting the requested Correction or Exception. The YEMSA Administrator, or their designee, shall grant or

deny Corrections and Exceptions to performance standards and shall advise the Contractor of the decision utilizing the OCU. The Contractor must respond within ten business days to any requests from YEMSA for additional supporting evidence or clarifications to requested Corrections or Exceptions. Failure to respond to a request for information within ten business days will result in denial of the requested Correction or Exception.

D. Examples of Corrections and Exceptions that shall be granted upon YEMSA's sole determination of adequate supporting documentation submitted by Contractor include but are not limited to:

(1) Exceptions (Do Not Count):

- a. Response for agreed upon non-contract activities, such as Law Enforcement request for blood draws.
- b. Additional ambulances responding to the same incident. Response Time standards apply to the first unit arriving on-scene.
- c. Response to out of county Mutual Aid request, as requested by YEMSA Administrator, the YEMSA EMS Duty Officer, or the Yolo County Medical Health Operational Area Coordinator (MHOAC) or established in YEMSA policy or mutual aid agreement.

(2) Corrections:

- a. The call was downgraded in Priority by on-scene responders or by the dispatcher following County protocol and is Response Time compliant. Downgrade must have occurred before the initial Response Time standard is exceeded.
- b. The call was upgraded in Priority and is Response Time compliant.
- c. Response canceled before the unit arrived on the scene; must provide evidence that call was canceled within required Response Time.
- d. Responding unit was not marked on-scene (wheels stopped at location where crew shall exit the vehicle to access the scene) at correct time and Contractor has validated on-scene time by MDC time stamp as documented in CAD or AVL playback.
- e. Off-road or off-paved road locations. The on-time performance will be measured from the time of dispatch to the time the ambulance arrives at the unpaved road; must provide evidence the unpaved road posed a significant and unavoidable obstacle to meeting the required response time. Off-road location is not to routinely include regularly paved and maintained driveways or parking lots accessing the incident location.
- f. Response where appropriate EMD was not available from YEMSA authorized dispatch center, and call would have been dispatched at a lower Priority had it received appropriate EMD. Criteria for Priority Response Time standard correction shall be based on clinical criteria as reported in ePCR, as listed in Contractor policy described in Section 5.7.D of this document and agreed upon by YEMSA. Correction will not be accepted when higher Priority response is due to on-scene first responder request.

5.5 RESPONSE TIME EXEMPTIONS

- A. The Contractor shall maintain sufficient resources to achieve the specified Response Time standards. The 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 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 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 financial liquidated damages. These Exemptions will be for good cause only, as reasonably determined by YEMSA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor and the Contractor must have acted in good faith. The alleged good cause must be shown by the Contractor to have been a substantial factor in producing excessive response time directly preventing the responding unit from meeting required response times. The Contractor may request that a response be excluded from the calculation of Response Time Standards if that call meets the criteria defined below. The Contractor shall file a request for each desired Response Time Exemption, as they occur, with YEMSA using OCU. No request for Response Time Exemptions will be accepted greater than ten business days after the date of the incident. Such requests shall list the date, time, the specific circumstances causing the delayed response, and evidence supporting the requested Exemption. The YEMSA Administrator, or their designee, shall grant or deny Exemptions to performance standards and shall advise the Contractor of the decision utilizing the OCU. The Contractor must respond within ten business days to any requests from YEMSA for additional supporting evidence or clarifications to the requested Exemption. Failure to respond to the request for information within ten business days will result in denial of the requested correction or exception.
- C. Examples of Exemptions include, but are not limited to:
- (1) Appeals to be granted upon YEMSA's sole determination that documentation submitted by Contractor demonstrates Contractor's good faith effort to meet response time requirements and circumstances beyond the Contractor's control directly resulted in delays preventing the responding unit from meeting required response times:
 - a. The wrong address or location provided by the requesting party, or no patient is found at reported address or location and unit arrived at reported location within required response time.
 - b. Incomplete, or materially inaccurate location information relayed from the PSAP to the Contractor's dispatch.
 - c. An unavoidable delay caused by road construction, or other unforeseeable roadway obstruction, including train delays, along response route. Contractor is expected to make good faith efforts to modify staffing schedules, posting plans, and response routes to mitigate impacts of known road construction and roadway obstructions.
 - d. An unavoidable delay caused by incident related traffic delays or roadway obstruction. Contractor is expected to make good faith efforts to respond alternate units to avoid incident related obstructions.
 - e. Restricted location access: when closed gates, excessive parking lot traffic hazards or speed limiting obstacles, or incomplete location information prevent timely response to incident location and response was Response Time Compliant

to the location of restricted access. Contractor is expected to maintain updated mapping software, detailed location maps, and gate codes as available to plan response routes around areas with restricted access. Restricted location access shall be considered grounds for an exemption only if Contractor could not reasonably achieve access in a timely manner (e.g., with gate codes made available to contractor, detailed location maps, or known alternate access routes to location).

- f. Weather conditions that impair visibility or create other unsafe driving conditions for the responding unit.
 - g. Activation of YEMSA Multi-Casualty Incident (MCI) Management Plan with $\geq 20\%$ of deployed ambulances in approved System Status Plan requested to the incident.
 - h. The responding ambulance is involved in a traffic collision, and Contractor is determined not to be at fault by law enforcement.
 - i. Call Cluster when a second call is dispatched within 10:00 minutes of a call within the same ambulance post's area of coverage.
 - j. Ambulance Patient Offload Time (APOT) delays for 911 calls (not interfacility transports [IFT]) greater than forty-five (45) minutes in transferring care to a hospital emergency department are impacting $\geq 20\%$ deployed ambulances in approved System Status Plan at the time of dispatch or one (1) unit is delayed in transferring care by greater than ninety (90) minutes. Exemption window will include reasonable travel time back to County (as defined in Contractor policy described in Section 5.7, D of this document) for unit with qualifying APOT delay. It will be the Contractor's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times associated with APOT (dispatch of the call through time unit available).
 - k. Unusual System Overload (USO), defined as a call occurring when the volume of calls at the time the call is received is greater than or equal to 200% of the average demand for that hour of day and day of the week from the previous calendar year. Call volume for calculation of USO excludes calls for non-contracted activities conducted at the option of the Contractor.
- (2) All other exemption requests shall be Case-by-Case Appeals for good cause only, as determined by YEMSA. It is understood that YEMSA wishes to minimize the number of undefined good cause exemptions and such exemptions shall only be granted upon extraordinary circumstances.

5.6 APPEALS

Should the Contractor desire to appeal the decision of the YEMSA Administrator, or their designee, on a requested Correction, Exception, or Exemption, the appeal must be submitted in OCU within ten (10) business days after the decision of the YEMSA Administrator. All supporting documentation submitted in OCU by the Contractor and the YEMSA Administrator's recommendation will be reviewed and adjudicated by the Yolo County Public Health Officer. All decisions by the Yolo County Public Health Officer shall be considered final.

5.7 RESPONSE TIME REPORTING REQUIREMENTS

- A. Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:
 - (1) Time call received by dispatch

- (2) Time call received by Contractor
- (3) Time location verified
- (4) Time ambulance crew assigned
- (5) Time enroute to scene
- (6) Arrival on scene time
- (7) Arrival at patient's side
- (8) Total on scene time
- (9) Time enroute to transport destination
- (10) Total time to transport to the destination
- (11) Arrival time at the destination
- (12) Time of patient transfer to receiving hospital personnel (transfer of care)
- (13) Time available at the destination (i.e., return to in service status).

- B. These reporting requirements may change. YEMSA agrees to meet and confer with Contractor over such changes. If reporting requirements are modified and Contractor demonstrates an associated financial impact, YEMSA agrees to meet and confer with Contractor over the impact and cost or revenue mitigation.
- C. The 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.
- D. The Contractor shall create an internal policy outlining how all reporting requirements and documentation of incident times, as well as any requested Corrections, Exceptions, or Exemptions are submitted to YEMSA. This policy must be submitted for YEMSA's approval annually and following any changes or updates.

5.8 LIQUIDATED DAMAGES

Absent demonstrated good cause, liquidated damages will be assessed every measurement period (defined as any complete month, or accumulation of months in which the total number of calls in an ERZ equals or exceeds one hundred (100) or a twelve (12) month period, whichever is first) in in each ERZ where response time compliance of Priority 1, Priority 2 and Priority 3 calls falls below the 90% performance requirements and exceptions have not been approved for Priority 1, Priority 2, and Priority 3 calls. The chart below demonstrates the liquidated damages that may be assessed by YEMSA.

Priority 1, 2, & 3 Responses Per ERZ	
Compliance %	Liquidated Damages
89% to-89.99%	\$4,000
88% to 88.99%	\$6,000
Less than 87.99%	\$8,000

The Contractor will be required to conduct a comprehensive performance improvement process that includes a root cause analysis and submit it to YEMSA within 15 business days following the identification of underperformance. YEMSA will review and provide further recommendations as necessary prior to the approval of any proposed corrective action. Corrective action may include adjustments to the system status plan or other measures to comply with the 90% minimum requirement.

The chart below demonstrates the liquidated damages that will be assessed by YEMSA, absent demonstrated good cause, for Priority 4 or Priority 5 response times falling below 90% performance requirements.

Priority 4 or 5 Responses	
Compliance %	Liquidated Damages
89% to-89.99%	\$750
88% to 88.99%	\$1,500
Less than 87.99%	\$2,000

Priority 4 scheduled Interfacility ALS Transports, and Priority 5, scheduled CCT will be monitored every measurement period for compliance to the 90% standard. Liquidated Damages will only be assessed if a Response Time percentage falls below the 90% performance requirement in a measurement period and exemptions have not been approved. In addition, the Contractor will be required to conduct a comprehensive performance improvement process that includes a root cause analysis any time performance is below 90%. The Contractor will be required to submit the performance improvement plan to YEMSA within 15 business days following the identification of underperformance. YEMSA will review and provide further recommendations as necessary. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

- A. In the event Contractor fails to meet minimum response times for Priority 1, Priority 2, or and Priority 3 in the same ERZ for a second consecutive measurement period, a \$10,000 Liquidated Damage assessment will be applied. 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 will be considered in Breach of Contract.
- B. In the event Contractor is out of compliance for Priority 1, Priority 2, and Priority 3 in multiple (two or more) ERZs, two or more times in the preceding 12-months, a \$20,000 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 will be considered in Breach of Contract.

5.9 LIQUIDATED DAMAGES – EXTENDED RESPONSE

Absent demonstrated good cause, the Contractor will be assessed liquidated damages if there is a single Extended Response delay greater than five (5) minutes of the response time requirement for Priority 1, Priority 2 or Priority 3 calls in that ERZ. Example: An Urban response requirement of 8:00 has an on-scene time greater than 13:00. Contractor will be assessed and pay liquidated damages in the amount of \$250.00 for being over five (5) minutes late on that one (1) response.

Yolo County Ambulance Extended Response Time Requirements				
Priority Level	High Frequency	Moderate Frequency	Moderate Low Frequency	Low Frequency
Priority 1	> 13:00	> 20:00	> 25:00	> 35:00
Priority 2	> 20:00	> 35:00	> 40:00	> 50:00
Priority 3	> 35:00	> 50:00	> 55:00	> 65:00

The Contractor will be required to conduct a comprehensive system-wide performance improvement process that includes a root cause analysis for any month in which the number of Extended Responses exceeds 2% of the total call volume in the month. YEMSA may require a performance improvement process and root cause analysis for any individual Extended Response exceeding 200% of the established response time requirement. Performance improvement process and root cause analysis must be submitted to YEMSA within 15 business days following the end of the month. YEMSA will review and provide further recommendations as necessary prior to the approval of any proposed corrective action. Corrective action may include adjustments to the system status plan or other measures to improve response times.

5.10 ADDITIONAL LIQUIDATED DAMAGES

Additional Liquidated Damages Assessment (per incident)	
Failure of the Contractor to deploy the monthly minimum number of ambulance unit hours specified in the approved system status plan (SSP). This requirement may be waived upon YEMSA's determination of extraordinary conditions or events beyond Contractor's control preventing deployment of the minimum unit hours approved in the SSP.	\$2,500
Preventable mechanical failure with a patient on board an ambulance (If the vehicle is out of compliance with County approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.).	\$350
Failure of the crew to report response times at-scene and the at-scene time is not verifiable by other pre-agreed reliable means.	\$250
Failure of the crew to complete an ePCR and provide to receiving hospital following YEMSA Policy. Liquidated damages will not be applied due to vendor database interruptions (ImageTrend) that are outside of Contractor's control.	\$150

5.11 PAYMENT AND USE OF LIQUIDATED DAMAGE FUNDS

- A. YEMSA will make the final liquidated damages determination based on this section and will inform the Contractor of the incidents and liquidated damages incurred on a monthly basis. The Contractor shall pay YEMSA all liquidated damages within 30 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly on any payment made after the due date. The Contractor will pay all liquidated damages to the YEMSA EMS System Enhancement Fund.
- B. Liquidated damages collected will be utilized following YEMSA policy.

5.12 PHASE-IN PERIOD

For the first three (3) months after the agreement is implemented, beginning April 1, 2024, through June 30, 2024, Response Time requirements specified herein shall be enforced but liquidated damages will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, Response Time requirements must be met, and liquidated damages will be assessed for non-compliance.

5.13 OTHER REPERCUSSIONS

If YEMSA, with the recommendation of the Emergency Medical Care Committee (EMCC) or other advisory committee designated by YEMSA, determines that Contractor has failed to maintain Response Time compliance as required in any ERZ which have not been granted Exceptions and/or Exemptions for three (3) consecutive months, the County may determine that Contractor has breached their Agreement.

County and Contractor acknowledge that the purpose of the Response Time compliance requirements is to ensure the quality of patient care and that invoking the breach provision relative to Response Time compliance may be necessary only where Contractor is not operating in good faith to resolve issues affecting patient care. Therefore, prior to invoking a breach of contract for Response Time non-compliance, County shall provide Contractor an opportunity to cure any failure to comply with Response Time requirements and agrees not to invoke the breach provision if Contractor demonstrates good faith and reasonable efforts to resolve issues contributing to Contractor's failure to meet the Response Time compliance requirements. Actions constituting reasonable efforts include, but are not limited to the following:

- A. Contractor agrees to conduct and participate in a performance improvement process to identify causes and opportunities to reduce the number of late responses.
- B. In consultation with YEMSA, Contractor agrees it will utilize best efforts, available resources, and technology to implement all performance improvement recommendations.
- C. The Contractor agrees to conduct a heightened review (Clinical and Operations) on all Extended Response calls.

Notwithstanding the foregoing, in lieu of determining that Contractor has breached this Agreement as set forth above, County may provide Contractor additional cure opportunities under this paragraph at the County's sole discretion.

5.14 VEHICLES

- A. Contractor shall provide and maintain its vehicles, bio-medical equipment, and ambulance equipment to or exceeding the manufacturer's recommendations and standards. All costs of compliance testing, maintenance, and repairs, including parts, supplies, and inventory of supplies, labor, sub-contracted services and costs of extended warranties, shall be at the Contractor's expense.
- B. Contractor shall continuously provide enough ambulances to meet at least 133% of peak system demand.
- C. Each of Contractor's ambulances providing service under this Agreement shall be equipped with fully functional driver safety equipment and monitoring technology.
- D. YEMSA shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.

5.15 VEHICLE SPECIFICATIONS

- A. Ambulances
 - (1) Must be standard Type I, Type II, or Type III ambulances.
 - (2) Must be identically configured for each ambulance type if different ambulances are

utilized in the system. It is understood that there will be manufacturer changes and modifications that are outside the control of the Contractor.

- (3) Contractor shall provide a bariatric ambulance stationed in Yolo County.
- (4) All ambulances shall utilize power assisted gurneys to reduce incidences of spinal load injuries and increase the margin of safety for patients and Emergency Medical Technician (EMT)/paramedics. Gurneys shall be equipped with expandable siderails to accommodate all patients.
- (5) All ambulances shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.
- (6) The Contractor is responsible for all costs associated with the purchase and monthly operations of the AVL system and ensuring AVL data is accessible to YEMSA designated EMD centers in a format to permit real-time system status updates.
- (7) Contractor vehicles must 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.
- (8) Every ambulance will be fully stocked at all times and meet or exceed the equipment standards set by YEMSA.
- (9) Ambulances shall be limited to a maximum mileage of 300,000 miles.
- (10) 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 125,000 miles at the start of the contract.
- (11) As technology improves Contractor shall work with YEMSA to test and provide if appropriate, alternative fuel vehicle solutions, including Electric Ambulances and support vehicles.

B. Supervisor and Support Vehicles

Supervisor response vehicles are an essential component of providing responsive and quality services in the EOA. Supervisor and support vehicles are to be fully outfitted to provide field support, rapid response, incident command and reinforce remote operations.

- (1) At the beginning of this Agreement Contractor shall provide a minimum of one (1) Critical Care Transport (CCT) Quick Response Vehicle (QRV) Sports Utility Vehicle or Utility Truck vehicle equipped and outfitted with the following items:
 - a. 200-watt siren and state-compliant light bar Grille lights w/ steady burning red light as required by California Law
 - b. Rear amber directional warning light bar
 - c. Intersection flashers on front and flashers on tailgate
 - d. Reflective vinyl graphics, per YEMSA requirements

- e. On-board fire extinguisher(s)
 - f. Radio console and mobile data mounts
 - g. Antennas for radios and modem / data
 - h. Rear cabinetry to secure EMS gear
 - i. MCI opioid kits and extra Narcan
- (2) Supervisor vehicles and QRVs shall be stocked by the Contractor with Advanced Life Support (ALS) supplies and equipment, or additional CCT supplies in accordance with YEMSA requirements.
 - (3) All supervisor vehicles and QRVs shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.
 - (4) Vehicles must not exceed 250,000 miles.
 - (5) Meet the Department of Transportation and National Fire Protection Association standards for Code 3 response.
 - (6) 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.

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 1900 (2024) for vehicles contracted for on or after January 1, 2024.
- (3) Ambulances and Supervisor vehicles used in providing services shall bear the markings "Yolo County Emergency Medical Services" 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 YEMSA approval. YEMSA 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.

5.16 VEHICLE MAINTENANCE PROGRAM

- A. Contractor must ensure that all vehicles are maintained to operate in optimal working condition and follow a rigorous preventive maintenance schedule to provide reliable service to those in need.
- B. Contractor shall provide a copy of the vehicle maintenance program and vehicle records on an annual basis to the YEMSA Administrator. The vehicle maintenance program must be designed to meet the highest standards of reliability appropriate to a modern emergency medical transportation service.
- C. Contractor shall provide 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.

5.17 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. Contractor's EVOC program shall include didactic training, commentary driving with a Field Training Officer (FTO) and recurrent training.
- C. Contractor shall have a mechanism to monitor driver safety through a video event recorder utilizing the Lytx DriveCam unit or superior product in the driver's compartment to increase the safety of ambulance driving and prevent crashes and traffic accidents.
- D. Each vehicle shall provide seating and restraints for all occupants. This includes battery-powered patient gurneys and Cardiopulmonary Resuscitation (CPR) seats for EMS crews.
- E. Vehicles shall provide workspace and storage for crews to complete reports and secure personal equipment and belongings.
- F. Each ambulance must have an equipment restraint system, ensuring patient and clinician safety during transport.

5.18 MEDICAL SUPPLIES AND EQUIPMENT

- A. Each ambulance shall carry standardized equipment and supplies that meet federal, state, and YEMSA requirements, policies, and procedures.
- B. As EMS equipment evolves, Contractor shall periodically review and analyze new equipment and upgraded equipment by conducting scientific review, clinical data analysis, and fiscal impact analysis and present findings to EMS committees and the YEMSA Medical Director.

- C. Durable Medical Equipment not new at the beginning of the contract will be required to meet all specifications and periodic maintenance as approved by YEMSA according to YEMSA Biomedical Equipment Maintenance Policy.
- D. Contractor shall maintain all equipment according to manufacturer's specifications and shall provide an annual report to the YEMSA Administrator that includes equipment tracking number, maintenance records and any equipment purchases or replacements.
- E. Contractor shall provide all supplies including medications and controlled substances.
- F. Contractor shall provide a one-for-one restock of disposable medical supplies used by first responders on scene of a call. This exchange can be accomplished on-scene of the call. If not exchanged on-scene, Contractor shall accomplish this restock as soon as reasonably possible. Restock will be with type, style, brand of supply regularly stocked by Contractor, and meeting YEMSA Inventory Requirements. Unless otherwise agreed to, Contractor shall not be required to stock items not required for their level of service for the purpose of providing first responder's resupply.
- G. Contractor shall make available an on-line supply ordering form for first responders to order medical supplies through Contractor's pass-through purchasing power and supply process, except where expressly prohibited by law or vendor contracts.

5.19 COMMUNICATION EQUIPMENT

- A. 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.
- B. The AVL system must interface with the YEMSA designated EMD Center(s) via a CAD interface, that permits real-time data sharing of unit status for units assigned to active 911 calls. Contractor shall also make available, upon request, an AVL monitoring portal showing real-time ambulance status to YEMSA, Yolo County fire partner agencies, and YEMSA designated EMD Centers.
- C. Contractor shall have AVL/GPS/MDC in place in ambulances, Quick Response Vehicles (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 YEMSA designated EMD Center(s) authorized dispatch center, Contractor's 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 sufficient radios for each crew member to simultaneously have communication on Contractor's radio frequencies, and 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 YEMSA designated EMD Center(s) and Contractor dispatch center 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 (ECGs) for suspected ST Elevation Myocardial Infarction (STEMI) to all approved receiving hospitals prior to patient arrival and this

12-Lead ECG will be included in the electronic copy of the EMS medical record in accordance with YEMSA specifications.

- I. 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/or cellular accounts, including data fees on equipment owned by Contractor.

5.20 EMERGENCY MEDICAL DISPATCH CENTERS

County requires Contractor to operate a dispatch center, manage ambulances and to provide CAD-to-CAD link(s) to all YEMSA authorized EMD Centers. Yolo Emergency Communication Agency (YECA) is the approved EMD Center in the County and it is anticipated the City of Davis will have EMD operable at the time of Contract start up. YECA will provide Medical Priority Dispatch for resource determination and will determine the Contractor's priority level to all 911 ALS and BLS calls within the EOA following the YEMSA Medical Director approved EMD policies and protocols. Until such time the City of Davis becomes a YEMSA approved EMD dispatch center, the city will notify the ambulance Contractor of a medical call by telephone or other reliable means.

5.21 YOLO COUNTY COMMUNICATIONS AGENCY CENTER SERVICES

In order to provide an effective EMD within Yolo County, the authorized EMD center(s) will provide the following services:

- A. EMS dispatch meeting the International Academies of Emergency Dispatch EMD standards and YEMSA policies.
- B. Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points.
- C. Utilize EMD for systemized caller interrogation as approved by YEMSA's Medical Director.
- D. Prioritize the urgency of the ambulance response according to YEMSA policies.
- E. Dispatch appropriate EMS resources, including the dispatching of Basic Life Support (BLS) and Advanced Life Support (ALS) ambulances according to YEMSA policies.
- F. Give post-dispatch and pre-arrival instructions to callers.
- G. Coordinate with the Contractor to establish a CAD-to-CAD link at the Contractor's expense by the effective date of the agreement.
- H. Coordinate with public safety and the Contractor's personnel as needed.
- I. Develop dispatch procedures cooperatively with YEMSA and the Contractor including dispatch performance standards and compliance.

5.22 CONTRACTOR EMS DISPATCH CENTER

Contractor shall:

- A. Provide reliable ambulance dispatch and system status management services without interruption 24/7/365 days per year to manage all ambulance services utilizing Contractor's CAD system and integrated resource determination to determine the right ambulance, provide detailed reporting and show real-time maps of system resources.

- B. Have a full-time dispatch center manager, employ experienced dispatch system status Controllers 24/7/365 with the full authority to control the re-positioning of ambulances between posts, the Exclusive Operating Area (EOA), and manage crew breaks and shift changes.
- C. Establish a CAD-to-CAD interface with the YEMSA designated EMD Center(s).
- D. Schedule ALS IFT and CCT transports.
- E. Obtain, install, and maintain in the Contractor's ambulances all such communications equipment as determined by YEMSA to be necessary for the effective and efficient dispatch of ambulances. For ambulances responding to 911 calls, GPS Location Systems are required.
- F. Be financially responsible for installation, purchase, rental, and maintenance of communication equipment in all ambulances and staffed vehicles provided in this proposal.
- G. Establish policies that ensure upon receipt of a private request for ambulance services, pertinent information including callback number, location, time of notification, time of dispatch, and nature of the incident is ascertained.
- H. Ensure that a record of calls, as defined in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7 is maintained.
- I. Deploy ambulances most optimally and efficiently.
- J. Upon YEMSA approval of EMD policies enabling transfer of 911 calls to nurse navigation lines, Contractor shall provide access to a 24/7 nurse navigator line at no cost to YEMSA or the YEMSA approved EMD dispatch centers.

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 includes 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 Yolo County are highly valued. Contractor shall strive to ensure diversity in the workforce and address diversity alignment with its communities served. YEMSA is committed to participating in Contractor's efforts to support and enhance Diversity, Equity, and Inclusion (DEI) initiatives in the Yolo County EMS System. Contractor shall participate in their proposed DEI initiatives. These programs currently include, but are not limited to:

- A. DEI Executive Resource Group – Volunteers dedicated to listening, pausing, then educating and enhancing an environment conducive to inclusion and support for all staff. Activities include regional surveys and focus groups.
- B. Culture Intelligence Quotient (IQ) - Company-wide engagement survey initiated and repeated 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 incidents had on each person involved.
- D. Establish Professional Behavior Expectations - A baseline of inclusive and respectful expectations of everyone in the work environment.
- E. Unconscious Bias National Training - Provided to every AMR Yolo County employee.
- F. Educating of Interview Panels – The goal of the Unconscious Bias Training Program is to ensure bias is understood so candidate screening processes are sound and focused on eliminating bias in the interview process.
- G. Ethics and Compliance Hotline - Provide an independent, third-party hotline so 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. YEMSA 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 YEMSA. Contractor shall provide YEMSA with a list identifying the key personnel on or before May 1, 2024, for the County's review and approval. Personnel listed for such positions in the Contractor's RFP Response are approved.

A. Director of Operations

- (1) Contractor must provide a 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 911 emergency medical services.
- (3) This individual shall be responsible for strategic planning, stewarding quality

improvement and management initiatives, budgeting, human resources, and leading internal and external customer relations.

B. Operations Manager

- (1) Contractor must provide one (1.0 FTE) Operations Manager who shall oversee and be responsible for the overall performance of its operations center in Yolo County. The Operation Manager shall ensure adherence to organizational policies and procedures guiding the delivery of high-quality services in the EOA.
- (2) This individual shall be qualified by education, training, and experience to manage the day-to-day operations of a midsize, complex organization that provides 911 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 the YEMSA designated EMD Center and for internal and external billing matters.
- (4) This individual must have experience in hospital discharge services, IFT and CCT.

C. Communications Manager

- (1) Contractor must provide one (1.0 FTE) full-time Communications Manager of Contractor's Communication Center.
- (2) The Manager will be responsible for all day-to-day activities of the Contractor's dispatch center and will oversee dispatcher performance in the communication center.
- (3) The Communications Manager will report to the Director of Operations.

D. Contractor Local 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 the delivery service.
- (4) Contractor understands that the Contractor Local Medical Director is distinct from, and does not have the powers or authority of, the YEMSA Medical Director, as defined in California Health and Safety Code Section 1797.202.

E. Clinical Education Manager

- (1) Contractor must designate a Clinical Education Manager for the Yolo County operation. This person must be a paramedic or registered nurse with extensive experience in emergency and critical care with a minimum of three (3) years of full-time experience working in a complex 911 ALS emergency ambulance services system.
- (2) This individual shall be responsible for, but not limited to, employee development, clinical performance measurements, and continuous quality improvement.
- (3) This position will mine, analyze, and interpret local clinical data derived from the

ImageTrend ePCR system, FirstPass, and other data sources to promote clinical quality high-performance service delivery.

F. Community Support Liaison

- (1) Contractor shall designate a Community Support Liaison who will oversee Contractor's community activities such as 911 awareness, CPR, Automated External Defibrillator (AED) use, and other public outreach programs.

6.3 CHANGES IN PERSONS ACTING AS KEY PERSONNEL

- A. Contractor agrees that each Key Personnel position 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 YEMSA 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.
- C. 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 YEMSA.

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. Operations Supervisors:

- (1) Operations Supervisors oversee day-to-day functions of Contractor's operations. In the event a Field Supervisor fails to perform to the satisfaction of the YEMSA Administrator, Contractor shall correct the deficiency.
 - a. The Operations 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.
 - b. Operations Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be paramedics with a minimum of three (3) years of experience in a complex 911 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).
 - c. The Operations Supervisor must be able to disseminate initial 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.
 - i. The Operations Supervisor is responsible for:
 - Real-time, non-dispatch-center-initiated System Status Plan staffing

adjustments and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities.

- Investigating vehicle and general liability issues.
- Initial management of workers' compensation issues.
- Managing employee performance issues and customer or stakeholder complaints.

ii. The Operations Supervisor shall also:

- Integrate into the ICS structure, assisting with management of complex incidents as needed, or requested by partner agencies.
- Collaborate and cooperate with YEMSA leadership, managers and support personnel.
- Communicate with the YEMSA on-call Duty Officer.

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 or have undergone a criminal record check for employment within Yolo County.
- B. All of Contractor's ambulance, and Operations 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 Yolo County. Certification and accreditation requirements are as stated on the YEMSA website, [YEMSA Policies & Protocols Yolo County](#) and the website of the State EMS Authority www.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 YEMSA 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. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to YEMSA with a corresponding corrective action plan.
- D. Contractor shall provide YEMSA with real-time access 24 hours a day, 365 days a year to all such records and reporting tools within its database or shall provide YEMSA monthly reports of all such records and any instances of provider's lapse in required credentialing during the reporting period.
- 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 by YEMSA 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 YEMSA and include, but not be limited to:
 - a. Advanced training for EMT-Basics staffing ALS ambulances.

- b. Orientation to the Yolo 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 Lesbian, Gay, Bisexual, Transgender, Queer/Questioning+ (LGBTQ+) Awareness and Sexual Harassment Training.
 - g. Continuing education that is data driven and aligned with YEMSA's quality improvement activities, including skills, procedures, protocols, identified clinical issues, and other programs.
 - h. Programs and activities to maintain uniform skill proficiency.
 - i. Develop comprehensive training and education opportunities with fire service and ambulance personnel, to include no cost internship and giving preference to students from EMS training programs located in Yolo County.
 - j. Orientation and other training and evaluation required for new field staff.
 - k. HIPAA, Privacy, and Compliance Training.
 - l. Ensure timely, accurate, and accountable communications with EMS personnel regarding changes in YEMSA policies, procedures, protocols, or precautions.
 - m. Meet all training standards established by YEMSA Policy.
- (3) Contractor shall maintain a single electronic database for all clinical personnel. 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, previously employed)
 - b. Certification/licensure
 - c. Paramedic accreditation
 - d. Required certifications within the contract.
 - e. Any on-going training required by YEMSA (e.g., quarterly training)

B. Paramedic Training Requirements:

- (1) All training and certifications required by YEMSA policy for Paramedic Accreditation Process and Paramedic Reaccreditation Process.
- (2) Cardiopulmonary Resuscitation Certification
- (3) Additional training as required by YEMSA EMS Medical Director.
- (4) Bariatric Training to ensure safe movement and transport of morbidly obese patients.
- (5) Incident Command System (ICS), ICS-100, ICS-200, IS-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 YEMSA MCI Plan, and ReddiNet

training.

E. EMT-Basic Training Requirements

- (1) Cardiopulmonary Resuscitation Certification
- (2) Bariatric Training to ensure safe movement and transport of morbidly obese patients
- (3) Multi-Casualty Incident (MCI) Response training that includes YEMSA MCI Plan, and ReddiNet training.

F. Additional Qualifications and Training

- (1) Contractor shall train all ambulance personnel, supervisory, and management staff in their respective roles and responsibilities under YEMSA Multi-Casualty Incident (MCI) Plan and Intentional MCI (i-MCI) Plan including training in the ReddiNet system to prepare them to function in the medical/health portion of the ICS.
- (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 ongoing basis.
- (3) Contractor shall provide 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 ongoing driver-training for ambulance and field supervisory personnel.
- (4) Contractor shall provide training to all prehospital personnel in infection prevention, Personal Protective Equipment (PPE), and universal precautions.
- (5) Contractor may offer and/or require additional personnel qualifications and training beyond YEMSA requirements, including local optional scope of practice training.
- (6) Contractor will ensure all ambulance personnel, and supervisory personnel are familiar with and trained to the standards defined in the California Tactical Casualty Care (TCC) Training Guidelines at the Tactical Emergency Medical Services First Responder Operations (TEMS-FRO) level.
- (7) Contractor shall provide an EMS education program with appropriate EMS Continuing Education Units (CEUs) and make it available to all Yolo County EMS System providers at no more than the actual cost to the Contractor. Education programs to include:
 - a. Courses in BLS/Health Care Provider CPR certification, advanced certification courses in pediatrics, cardiac care, and trauma meeting the standards of YEMSA Paramedic Accreditation Process policies, and BLS/ALS skills,
 - b. Access to advanced clinical education equipment, including airway heads, CPR feedback manikins, MCI training kits IV/I/O arms and moulage kits,
 - c. Access to high-fidelity simulation manikins,
 - d. 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 employer's regular 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. Contractor shall provide annually or when modified copies of their Measuring Workload and Fatigue policies and or program.
- D. Daily and monthly monitoring of the 911 system Unit Hour Utilization (UHU) to address employee fatigue.
- E. Contractor shall make available to YEMSA, copies of work schedules (individual and collective), 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 YEMSA describing how Contractor measures workload and fatigue for ambulance crews.
- H. Contractor shall provide to YEMSA its personnel recruitment and screening processes.
- I. Contractor shall provide a copy to YEMSA of its employee retention program.
- J. Contractor shall make available a copy to YEMSA 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 organization's pre-employment and ongoing physical and mental health ability evaluation processes.

6.8 CREW STATIONS AND SUB-STATIONS

- A. If the Contractor utilizes 24-hour shifts, the Contractor shall provide stations and 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 sleeping quarters to accommodate 24-hour personnel if 24-hour staffing is utilized.
 - (3) Have adequate and comfortable seating to accommodate a complete on-duty crew.
 - (4) Have at least one (1) operable toilet, sink, and microwave, as well as a desk and chair.
 - (5) Have data capability to enable patient care charting and uploading of documents.
 - (6) Have adequate accommodations to meet the needs of breastfeeding employees.
 - (7) Be compliant with the Occupational Safety and Health Administration

(OSHA)/California OSHA (Cal OSHA) regulations.

- B. Any changes to the locations of Contractor's stations, substations or local headquarters will be subject to approval of the YEMSA Administrator. Such approval shall not be unreasonably withheld.

6.9 COMPENSATION AND 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.
- B. Contractor shall provide to YEMSA 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.
- C. Additional employee programs shall include but are not limited to:
 - (1) Benefit programs to encourage recruitment and retention.
 - (2) Scholarships for both full-time and part-time AMR Yolo County employees to advance their EMS career (including paramedic and CCT medic if program is approved).
 - (3) Approved AMR Apprenticeship Yolo County Career Advancement program
 - (4) Pipeline Opportunities for advancement within the GMR operation, including leadership, REACH flight paramedic, and the Clinical Education Services team.

6.10 COMMUNICABLE DISEASES, EMPLOYEE SAFETY, WELLNESS, AND PREVENTION

- A. Contractor shall have a YEMSA 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 pre-employment and ongoing physical ability evaluation processes.
- C. Contractor shall have communicable disease control and safety policies and procedures.
- D. Contractor shall ensure appropriate PPE provided to ambulance crews to include at a minimum:
 - Eye protection on person, in carry-in bags, and in the vehicle
 - Direct access to 3E Safety Data Sheets (SDS) online binder
 - Surgical masks
 - Impervious gowns
 - Exam gloves in appropriate sizes
 - Waterless viricidal hand cleaner & towelettes
 - Easily accessible sharps disposal containers
 - Impervious shoe covers
 - N95/P100 respirators (annual mask fit testing for all employees)
 - Disposable absorbent barriers (chux)

- Lined paper sheets to protect patients
 - High visibility coats, jackets and/or vests
 - Containers for disposal of bio-hazardous waste
 - Sharps and pharmaceutical waste containers
 - Red biohazard bags
 - Yellow infectious linen bags
 - Department of Transportation (DOT) Emergency Response Guidebook (ERG) reference book
- 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.).
- G. Contractor shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled material disposal to decrease the chance of communicable disease exposure and transmission.
- H. 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.
- I. Contractor shall establish a stress management and employee resilience program for its employees to include an ongoing 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 Yolo therapy dog program.
- J. Any changes to Communicable Disease, Employee Safety, Wellness and Prevention programs shall be approved by the YEMSA Administrator.

6.11 PROFESSIONAL CONDUCT

YEMSA 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 PERFORMANCE STANDARDS

7.1 YEMSA MEDICAL OVERSIGHT

- A. YEMSA will furnish medical control services including the services of the YEMSA Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).
- B. YEMSA, 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 (7) days a week, 365 days a year.
- C. YEMSA recognizes the unique role of the YEMSA 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 YEMSA of potential violations of the California Health and Safety Code, California Code of Regulations, and/or YEMSA 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 YEMSA 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 YEMSA policies, procedures, and medical protocols and other requirements established by the YEMSA Medical Director.
- B. YEMSA may require that any of the Contractor's 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 YEMSA's quality improvement procedures, to improve and maintain clinical excellence.

- A. Contractor shall be financially responsible for FirstWatch products, FirstWatch OCU, and FirstPass. Contractor 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) and YEMSA policies and related guidelines and be 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 develop a written quality improvement plan which shall be approved by YEMSA.

- 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 YEMSA's EMS Quality Improvement Plan. The Contractor's EQIP shall address all required components of the QI program as identified in Section 7.3 and in subsequent sections of this agreement.
- 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 YEMSA Medical Director or their designee.
 - (3) Submit a monthly report to YEMSA to show compliance with the approved plan and areas for improvement including key performance indicators developed in collaboration with YEMSA.
 - (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 YEMSA'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 YEMSA.
 - d. Involvement in projects designed to improve the quality of EMS in Yolo County, including the submission of data that would allow the County to participate in State and National Benchmarking, including California's EMS System Core Quality

Measures Project, Cardiac Arrest Registry to Enhance Survival (CARES), National EMS Quality Alliance (NEMSQA) (formerly EMS Compass), and Mission: Lifeline.

- e. Active participation, when available, in local Health Information Exchange (HIE) data sharing initiatives approved by YEMSA.

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 outcomes.
- B. Skills maintenance/competency.
- C. Mastery of YEMSA Policies and Procedures.
- D. Patient care and incident documentation.
- E. Evaluation and remediation of field personnel.
- F. Measurable performance standards.
- G. Implementation and operationalization of its Quality Improvement Plan.

7.6 YEMSA EMS CLINICAL PERFORMANCE MEASURES

YEMSA requires the Contractor to develop Clinical Performance Standards in coordination with the YEMSA Medical Director. An example of clinical standards is identified in Exhibit 6. Contractor may establish additional Clinical Performance Standards. The agreed-upon Clinical Performance Standards will become part of the Contractor's QI plan as outlined in Section 7.3. It is understood, due to the nature of Clinical Performance Standards, that a phase-in discovery period, as defined in Section 7.7, 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 YEMSA Medical Director. The YEMSA Medical Director will have the final approval of all performance measures implemented as part of this agreement.

- A. Specific timelines for the Contractor's initial development of performance standards, to be developed in collaboration with YEMSA, shall be as follows:
 - (1) 0-6 months of Agreement: Build and test measurement system to establish benchmarks and develop with YEMSA a mutually agreed upon Indicator Specifications Sheet to identify specific performance measures.
 - (2) 6-12 months: Develop the FirstPass Clinical Compliance Module to monitor specific performance measures. Run reports quarterly to collect data, develop standards of performance, provide training, and test improvement methods.
 - (3) 12-18 months: Examine performance quarterly, address deficiencies, finalize

thresholds, and establish underperformance requirements.

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

- B. Following the initial development of performance standards, Clinical Performance Standards shall be measured quarterly, and liquidated damages may be assessed for underperformance.
- C. Clinical Performance Standards will be periodically updated to reflect current medical standards, and the YEMSA Medical Director may require the addition of new Clinical Performance Standards as needed to ensure the delivery of quality care.
- D. YEMSA shall use the FirstPass Clinical Compliance Module to independently monitor and verify the Contractor's performance on Clinical Performance Measures. The accurate measurement of the Clinical Performance Measures in FirstPass derives from care documentation 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.

7.8 CLINICAL PERFORMANCE STANDARD LIQUIDATED DAMAGES

The goal of YEMSA is to use Clinical Performance Standards to ensure the delivery of quality clinical care adequately addressing the medical conditions of all patients. To adequately implement these measures, there is an extended period of 18 months to identify, test, and implement a process to measure specific clinical performance, and evaluate performance improvement strategies as outlined in Section 7.7. Liquidated Damages for Clinical Performance Standards shall not be assessed during this implementation timeline.

Following the initial development and phase-in period in Section 7.7, Clinical Performance Standards shall be measured quarterly, and liquidated damages may be assessed for underperformance.

- A. Contractor shall work with YEMSA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates over an established time period, as agreed to by YEMSA.
- B. If Contractor underperforms, based on the established compliance rates, Contractor shall conduct a comprehensive performance improvement process that includes a root cause analysis and corrective action plan and submit it to YEMSA within 15 business days of identification of the quarterly underperformance. YEMSA Medical Director will review and provide further recommendations and may require modifications as necessary prior to the final approval of any proposed corrective action plan. The corrective action plan shall include a timeline for implementation and suggested metrics that will indicate improvement.
- C. If all corrective actions identified are implemented to the sole satisfaction of the YEMSA Medical Director, no liquidated damages will be assessed. If the performance improvement process and corrective action plan are not implemented to the sole satisfaction of the YEMSA Medical Director and fail to achieve a measurable improvement within the timeline established in the corrective action plan, liquidated damages shall be assessed as described in Exhibit 6. Contractor may be required to implement an updated corrective action plan to the YEMSA Medical Director's satisfaction.

- D. Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this Agreement will result in damage to YEMSA 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. 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 a reasonable estimate of the damages to YEMSA and the County.
- E. Notwithstanding the foregoing sections, the Contractor shall pay liquidated damages to YEMSA for the underperformance of each Clinical Performance Standard, as measured quarterly, unless exempted by YEMSA. It is the desire of both YEMSA and the Contractor to minimize the number of exemptions for Clinical Performance Standards. Exemptions shall be for good cause only, as determined by the YEMSA Administrator or their designee.
- F. Exemptions include, but are not limited, to the following:
- (1) Clinical care provided by other agencies, unless that care was done at the direction of the Contractor (or their representative in the case of a surge ambulance).
 - (2) Verified equipment failure with appropriate documentation of reporting and resolution. Repeated equipment failure without resolution shall not be cause for exemption.
 - (3) Communication failure for advance notice of trauma, STEMI, and stroke.
 - (4) Patient declines treatment and it is properly documented.
 - (5) Properly documented On-line Medical Direction (i.e., Base Hospital) to provide care outside of policy.
 - (6) Specialty care centers unable to accept stroke, STEMI, or trauma patients.
 - (7) Higher priority concerns take precedence (e.g., scene safety) with appropriate documentation.
 - (8) Clinical care was appropriate given circumstances presented by the patient.
- G. Should the Contractor desire to appeal the decision of the YEMSA Administrator, or their designee, on a requested Exemption, the appeal must be received in writing within ten (10) business days after the decision of the YEMSA Administrator. All supporting documentation submitted by the Contractor and the YEMSA Administrator's recommendation will be reviewed and adjudicated by the YEMSA Medical Director. All decisions by the YEMSA Medical Director shall be considered final.
- H. Liquidated damages shall not be assessed more than once per quarter for each underperforming Clinical Performance Standard.
- I. YEMSA will make the final liquidated damages determination based on this section and will inform the Contractor of liquidated damages incurred. The Contractor shall pay YEMSA all liquidated damages within 30 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly on any payment made after the due date. The Contractor will pay all liquidated damages to the YEMSA EMS System Enhancement Fund.

SECTION VIII – DATA AND REPORTING

8.1 FIRSTWATCH SYSTEM REQUIREMENTS

System requirements for response time and clinical performance measurement include.

- A. Contractor shall fund all costs of YEMSA's agreement with FirstWatch.
- B. YEMSA will monitor the performance of Contractor in delivering services to the EOA under the terms of this Agreement utilizing FirstWatch Online Compliance Utility (OCU) and FirstPass data program. Contractor and system partners shall be granted access to their data in OCU and FirstPass by YEMSA.
- C. The FirstWatch data platform will be linked to YEMSA's ImageTrend Electronic Patient Care Report (ePCR), YEMSA designated EMD Center(s), and Contractor's dispatch center 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 YEMSA.

8.3 PERFORMANCE DATA AND REPORTING

- A. Contractor will collaborate with YEMSA 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 YEMSA. 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,
 - (3) Contractor shall work in earnest and good faith with YEMSA on all data initiatives used to support clinical care and quality improvement.

8.4 ELECTRONIC PATIENT CARE REPORTING

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

- A. The ImageTrend ePCR platform is the YEMSA-required patient care report system and

Contractor is required to pay the annual fee for licensing this product.

- B. The ePCR system (ImageTrend) has the capability of mobile data entry in the Contractor's ambulances, supervisor support vehicles and fire first response vehicles, as well as at the patient's bedside. The ePCR system complies with the current versions of NEMESIS and CEMSIS. In accordance with Health and Safety Code Section 1797.227. Compliant means a system that has been tested and certified "compliant" by NEMESIS. The ePCR system complies with the current mapping standards and data dictionary, as promulgated by EMSA and YEMSA. 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 has the capability to:
 - (1) Link with the Contractor's 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.
 - (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. YEMSA 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 YEMSA validation system, including any needed modifications to support EMS system data collection.
- F. Contractor will provide first-responder partner agencies with the ability to use the Contractor's ePCR system patient care reporting at no more than the actual cost to the contractor of additional licensing to include participating first-responder agencies.
- G. As health information systems evolve, the Contractor agrees to work with YEMSA 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 YEMSA 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 YEMSA with a list of all EMT-Basics and Paramedics employed by Contractor, as part of the YEMSA Agreement, as of May 1, 2024, who may provide services under this Agreement, and quarterly thereafter and shall update that list whenever there is a change throughout the year. This requirement may be met by Contractor keeping their employee certification and training database 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
- 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 YEMSA Administrator.

8.6 COMMUNITY REPORT

Contractor shall provide an annual report to YEMSA on community activities meeting EMS Agency requirements including, but not limited to:

- A. Number of conducted community education events
- B. Public relations activities
- C. Employee recognition

8.7 CUSTOMER FEEDBACK SURVEYS

A. Customer Service Outreach and Customer Inquiries:

- (1) Contractor will develop an enhanced patient satisfaction survey through their EMS Survey Team, to assess, compare and provide third-party reports on how County patients perceive the quality of care and will provide YEMSA access to comments 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.
- (3) The number may be answered by a designated manager or provide an opportunity for the caller to leave a voice message. The number will be published on the Contractor's website and publicized at local healthcare facilities and public safety agencies.
- (4) 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 911 in case the caller inadvertently called the customer service line looking for emergency service.
- (5) Members of the Contractor's leadership team are to be notified of any 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 YEMSA, 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 YEMSA'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 a third-party to the YEMSA 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 YEMSA 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 YEMSA, which YEMSA may withhold at its sole discretion, 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 YEMSA, shall not convey any rights to the assignee. Nothing herein is intended to prohibit or diminish Contractor's ability to enter into mutual aid agreements with other parties as described in Section 3.6 of this agreement.

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 YEMSA 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 YEMSA Administrator, their designee, and the YEMSA Medical Director.
- C. Contractor will cooperate with YEMSA's ongoing development of policies and procedures for appropriate patient care.

10.2 NEW EMPLOYEE AND COMPANY ORIENTATION

Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be approved by YEMSA and include at a minimum:

- A. Provider agency policies and procedures
- B. Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers
- C. Ambulance and equipment utilization and maintenance
- D. Customer service expectations
- E. Performance improvement
- F. The billing and reimbursement process, and compliance

10.3 EMS ORIENTATION

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

10.4 HEALTH AND SAFETY/INJURY AND ILLNESS

- A. Contractor shall have an EMS Agency Occupational Safety and Health Policy that complies with California Occupational Safety and Health Administration (Cal/OSHA) requirements and other regulations related to illness and injury prevention, reporting of exposure, and disposal of medical waste.
- B. All prehospital personnel shall be trained in infection prevention, Personal Protective Equipment (PPE), 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 ongoing 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.
- (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 ongoing training on safe practices and interventions.
- (7) Providing safe equipment and vehicles.

E. Contractor shall provide adequate 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 adopted 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 YEMSA.

F. PPE 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 (e.g., safety helmet)
- (2) Eyes (e.g., impact resistant safety helmet face shield or goggles)
- (3) Ear protection
- (4) Skin (e.g., jacket and gloves resistant to puncture and tearing)
- (5) Respiratory protection (e.g., face masks and N95 masks)

10.5 EVOLVING OSHA AND OTHER REGULATORY REQUIREMENTS

If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and tuberculosis (TB) during the term of this Agreement, the Contractor shall adopt procedures that meet or exceed all requirements.

Contractor shall make health screening and all currently recommended immunizations available to its high-risk personnel at no cost.

10.6 SUPPORT OF LOCAL EMS TRAINING ACTIVITIES

- A. The County EMS system is composed of multiple individuals and agencies. YEMSA 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, 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 ride-along 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 college and private training programs located in Yolo 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.
- C. Partner with interested fire departments to develop shared training and educational courses.

10.7 PARTICIPATION IN EMS SYSTEM DEVELOPMENT

- A. YEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual aid response. YEMSA requires that its provider(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. Upon approval of applicable policies and direction from YEMSA, Contractor shall develop a nurse line and telehealth options with YEMSA and the YEMSA Medical Director. The development of telehealth technology and nurse line programs may allow patients to receive the right care at the right time with the right resources, reducing the financial burden on the patient of an ambulance transport and emergency department bill. YEMSA and Contractor agree that prior to implementation of Nurse line or telehealth options, that the parties will meet and confer regarding costs and economic impacts to the provider, understanding that these changes may impact long-term sustainability of the EMS system. YEMSA recognizes that nurse line and telehealth options were not included in the pricing provided in this agreement and may create costs for YEMSA or the need for a rate variance for long-term sustainability.
- C. 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.
- D. Encouraging appropriate utilization of services, to meet healthcare needs effectively.
- E. Increasing efficiency in the EMS system, to more readily respond to and focus on high acuity cases.

10.8 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 or transportation to alternate locations.
- B. Contractor shall meet and confer on the potential implications of local Community Paramedicine programs. All programs must be approved by YEMSA.

10.9 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 YEMSA, other public safety agencies, and EMS-related groups.
- B. Contractor will annually plan and implement definitive community education programs across the county, which will include the identification of and presentation to key community groups which influence the public perception of the EMS system's performance. Programs offered but not limited to:
 - (1) Chest Pain Awareness and hands-only CPR training events
 - (2) "Stop the Bleed" education
 - (3) Junior Paramedic program
 - (4) Participation in "EMS Week" and other educational activities involving prevention, system awareness, system access and appropriate use of the EMS system.
- C. Collaborate with YEMSA and invite fire agencies to participate in offering free of charge education to skilled nursing facilities on effective access and efficient utilization of the 911 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:
 - (1) Yolo County's EMS response
 - (2) How to be prepared when calling 911
 - (3) Requests for EMS with Physician Ordered Life Sustaining Treatment (POLST) in place
 - (4) What EMS responders will need when they arrive
- D. Partner with the California Highway Patrol (CHP) on the "Every 15 Minutes" and other Driving Under the Influence (DUI) reduction programs.
- E. Provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.10 ENVIRONMENTAL REQUIREMENTS

Yolo County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. The Contractor is also required to use both sides of the paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the Contractor's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

10.11 RECYCLING

Yolo County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County 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.

Some examples of environmentally friendly practices include:

- A. Backhauling product packaging to the supplier for reuse or recycling.
- B. Shipping in bulk or reduced packaging.
- C. Using soybean-based inks for packaging printing.
- D. 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.

10.12 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.

10.13 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

A. Employment Discrimination

- (1) During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- (2) 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.

- (3) Contractor shall recruit vigorously and encourage minority- and women-owned businesses to bid its sub-contracts.
- (4) Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- (5) The Contractor shall include the provisions set forth in items 1-4 (above) in each of its authorized subcontracts.

10.14 DRUG AND ALCOHOL-FREE WORKPLACE

- A. Contractor shall maintain a drug and alcohol-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as defined in 21 U.S. Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.
- B. In recognition of individual rights to work in a safe, healthful, and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing services under this Contract:
 - (1) Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 - (2) Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 - (3) Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

10.15 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance, provided 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.

10.16 SERIOUS INCIDENTS

- 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 an YEMSA Event Report (as per YEMSA Policy), Contractor shall immediately notify the County but not more than two hours following the incident, by contacting the YEMSA Duty Officer on call directly, or through a YEMSA designated EMD dispatch center. Doing so is mandatory prior to any news or social media release by Contractor.
- 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 incident.

- C. Contractor to have a policy prohibiting the taking and release of photos of patients or victims by any device unless officially directed to do so by a specific authorized Contractor manager(s).

10.17 WORKERS' COMPENSATION

Contractor shall provide Workers' Compensation insurance, in accordance with Exhibit 4, 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.

10.18 FORCE MAJEURE

In the event the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) 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 Yolo 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. No party shall be entitled to compensation or liquidated damages from the other for force majeure events to the extent such events are the direct cause of performance deficiencies that cannot reasonably be avoided. 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. The failure to strictly adhere to the Scope of Work for good cause during a force majeure event does not create grounds for a default or breach of this Agreement.

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).
- C. Contractor shall submit any requested revisions to this list of charges to the YEMSA Administrator for approval prior to instituting any new charges. Such approval shall be at the sole discretion of the YEMSA 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 GROUND AND AIR MEMBERSHIP PROGRAM

- A. No later than April 1, 2025, Contractor shall implement their proprietary Air-Ground Membership program for Yolo County residents. Such Air-Ground Membership program shall be available to Yolo County residents for an additional charge.
- B. Subject to the program's terms and conditions, the program offers no out-of-pocket financial protection when members are transported by an AMR ground ambulance in Yolo County, with a minimum limit of two medically necessary emergency ground transports annually.
- C. In addition, through its "AirMedCare Network" (AMCN), this emergent air membership program offers no out-of-pocket expense for members only when transported by REACH Air Medical Services or another AMCN provider. Any membership program must be in accordance with applicable laws and regulations.

11.3 DEDICATED STANDBY

Contractor may negotiate its usual and customary responsible party fees for a private organization that requests a dedicated ALS or BLS standby ambulance at a special event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

11.4 MEDICARE AND MEDI-CAL

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

11.5 AMBULANCE TRANSPORT RATE ADJUSTMENTS

- A. Subject to the YEMSA Administrator's prior approval, ambulance transportation rates may be increased annually to adjust for inflation. No later than forty-five (45) days before each adjustment date, the Contractor may request approval of a rate adjustment. Any proposed rate adjustment shall be based on the average of the percentage increase in the Consumer Price

Index factors for All Urban General Consumers (CPI-U) and the Medical Care Services of the Commodities and Services Group of the CPI for All Urban Users, West Region index, as compiled and reported by the Bureau of Labor Statistics for the previous twelve (12) month period for which published figures are then available. Requests for rate adjustment shall include requested changes to base rates and itemized charges. There will be no rate adjustments in the first year of the Agreement.

- B. To ensure a fair and appropriate cost to residents and visitors to the County, the YEMSA Administrator will have the final authority to approve the Consumer Price Index (CPI) rate adjustment, which shall not be unreasonably denied. The YEMSA Administrator's decision will be made in consultation with County fiscal personnel and informed by documentation submitted by the Contractor to substantiate the need for a rate increase. Such documentation may include but is not limited to audited financial statements, average patient charge, collection rates, and payor mix. Notwithstanding anything in this section, the approval of a rate increase request greater than ten percent (10%) will require Yolo County Board of Supervisors' approval. In the event that changes occur within the County that substantially impact the Contractor's ability to provide services, such that CPI-based rate adjustments do not compensate for the increased cost of operating the 911 ambulance service, the Contractor may request an additional user fee increase, which shall be subject to approval by the Yolo County Board of Supervisors.
- C. YEMSA reserves the right, in its sole discretion, to conduct an audit whenever the Contractor requests a fee increase above 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. YEMSA 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 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 rate increase.

11.6 BILLING AND COLLECTION SERVICES

- A. Contractor is responsible for considerate billing and collection practices. Contractor's collection practices shall follow all State and Federal collection laws and regulations. Contractor's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
- B. Contractor will have personnel available at the Contractor's local headquarters, accessible via a toll-free phone number to provide an initial response to questions regarding patient bills. The Contractor will provide interpreter service, relative to billing and collections, to parties having limited English proficiency.
- C. Contractor will have a billing and collections system that is well-documented, easy to audit, customer-friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.
- D. Direct patient billing statements will be itemized so that all charges are clearly explained. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or on paper.
- E. 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.

- F. If a patient has no third-party coverage, Contractor will have an installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.7 COMPASSIONATE CARE PROGRAM

- 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.
- B. Contractor will work with the patient, family, or guarantor to determine the patient's ability to pay and to set Contractor's Compassionate Care Program into effect. Based on information provided and household size, the patient may receive a discount of 20% - 100% off full charges.
- C. A patient is determined eligible for the program based on their income level in comparison to the Federal Poverty Level (a patient must make within 125% of the level).

11.8 ACCOUNTING AND PAYMENTS TO YEMSA

- A. Invoicing and Payment for Liquidated Damages

YEMSA shall render its invoice for any liquidated damage to the Contractor within thirty (30) business days of the end of the Contractor's monthly performance period or timeline established in Clinical Performance Standard corrective action plan. The Contractor shall pay YEMSA on or before the 30th day after receipt of the invoice. A five percent (5%) late payment charge will be assessed monthly on any payment made after the due date. 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 YEMSA'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 YEMSA as specified within the timeline identified herein shall constitute material breach of this Agreement.

- B. Payment and Charges: YEMSA Service Charges

- (1) Contractor is required to pay a service charge in accordance with the cost of contract compliance monitoring as set by YEMSA and the County Board of Supervisors. This service charge is intended to offset YEMSA's cost of oversight of Contractor's operations, in accordance with 2 CFR Part 200 Uniform Guidance. The contract compliance monitoring service charge is estimated to be \$700,000 for the first year of the contract and will receive an annual Consumer Price Index (CPI) adjustment. The Contractor will pay the following service charges as estimated below:

Estimated Annual Services	
YEMSA Oversight & Monitoring Services	\$700,000
One-Time RFP Cost Recovery	\$125,000
ImageTrend, Data Repository System Annual Estimate	\$48,000
FirstWatch, On-line Compliance Utility (OCU), FirstPass Initial	\$125,000
FirstWatch, OCU, FirstPass Annual	\$12,500
CAD-to-CAD Link Charges per Dispatch Center	\$50,000

- (2) Payments shall be made monthly, starting April 2024, with payment due on the last day of the month. The annual payment shall not exceed the County's actual costs for management and regulatory activities associated with the contract.
- (3) All payments to YEMSA by Contractor shall be due on the last day of the month. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received within ten (10) business days of the last day of the month. In the event Contractor's payment is more than 90 days late, YEMSA may place Contractor in breach.
- (4) YEMSA may increase the service charges listed in this section annually beginning April 1 of each year, however, such increases may not exceed the West Region Consumer Price Index (CPI) increases for the previous year.
- (5) Contractor shall pay all liquidated damages and/or other financial payments to YEMSA pursuant to the terms of this Agreement.
- (6) County represents that the charges of the Estimated Annual Services above represent the County's estimated costs for providing such services and such charges are not anticipated to exceed the costs of providing such services.

11.9 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 while employed and for five (5) years thereafter.

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. The retention period for financial records is governed by Section 12.12, below.
- B. With reasonable notification and during normal business hours, YEMSA, its authorized agents, officers, or employees, shall have the right to review all business records including the financial records of Contractor pertaining to this Agreement. All records shall be made available to YEMSA at the YEMSA office or other mutually agreeable location. YEMSA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, , inventory, daily logs, and other records as needed by YEMSA for the oversight of this agreement and execution of its regulatory responsibilities. All such records shall be treated as Confidential by the parties.
- C. Contractor shall make available a year-end financial report to the YEMSA 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 YEMSA 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 Yolo County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for Yolo County contract services available to YEMSA 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 YEMSA 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) as stated in Section 1.4. Contractor shall submit to YEMSA an annual performance report as required by the YEMSA 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 and auditable documentation of Contractor's financial performance and stability.
 - (3) Documentation of actions of Contractor's personnel in collaborating with YEMSA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County.
 - (4) Objective and subjective documentation of satisfaction of Contractor's customers.
 - (5) Objective documentation of community engagement by Contractor, including education

and prevention activities.

Note: The decision to offer an extension or renew a contract is at the sole discretion of the County, regardless of the results of the EMCC annual evaluation. However, any extension or renewal must be agreed to by the Contractor as well.

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 LAME DUCK PROVISIONS

- A. CONTRACTOR's obligations to provide services under this Agreement shall terminate upon the expiration of the Term hereunder. Notwithstanding the foregoing, should this Agreement not be renewed or extended due to an impending procurement process, CONTRACTOR agrees to continue to provide services required under this Agreement until COUNTY or a new person approved by COUNTY assumes service responsibilities. Under these circumstances, CONTRACTOR will serve as a "lame duck" contractor for a period not to exceed six (6) months. To ensure continued performance consistent with the requirements in this Agreement through any such period, the following provisions shall apply in addition to the other provisions of this Agreement:
 - (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 and the Scope of Services related to qualifications of Key Personnel. However, the parties understand that Lame Duck status may present exceptional difficulties in maintaining the status-quo.
 - (2) CONTRACTOR shall make no changes in methods of operation that reduce or could reasonably be expected to reduce CONTRACTOR's service, however, CONTRACTOR may exceed the 300,000 mile cap during this Lame Duck period;
 - (3) CONTRACTOR shall make no changes to employee salaries during this period that could reasonably be expected to increase 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, CONTRACTOR shall not penalize or bring personal hardship to bear upon any of its non-management employees who apply for work on a contingent basis with competing bidders and shall allow without penalty its employees to sign contingent employment agreements with competing bidders at employees' discretion. CONTRACTOR acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though their employer may change.
 - (5) Nothing in this Agreement shall be construed to prohibit or impair CONTRACTOR's rights and ability to seek appropriate relief against the misappropriation of its trade secrets and

competitively sensitive information and other acts of unfair competition.

- (6) If COUNTY selects another organization to provide services, CONTRACTOR shall fully cooperate with the transition process established by COUNTY.
- (7) Because of the unique nature of being a Lame Duck, CONTRACTOR shall not be responsible for any response time liquidated damages during the Lame Duck period.

12.6 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 911 emergency response system and those associated with employees.

12.7 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).

12.8 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) CONFIDENTIALITY AND PRIVACY COMPLIANCE

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for services performed pursuant to the Agreement.

During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information ("Protected Health Information" or "PHI," as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required.

- A. For purposes of this section, "Protected Health Information" means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- B. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

12.9 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.

12.10 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, laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.11 NON-CONTRACT WORK

Contractor shall disclose any non-contract work in the confines of Yolo County that does not interfere with the requirements of this Agreement or increase the cost(s) associated with the performance of this Agreement.

12.12 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 (US) Government.

12.13 PRODUCT ENDORSEMENT/ADVERTISING

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

12.14 OBSERVATION AND INSPECTIONS

- A. A YEMSA 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 YEMSA policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.
- B. A YEMSA 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 YEMSA, YEMSA or Yolo County representatives may observe Contractor's office operations, and Contractor shall make available to YEMSA for its examination any and all business records, including incident reports, patient records, and financial records of Contractor pertaining to this Agreement.

- D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to Electronic Patient Care Record (ePCR), Computer Aided Dispatch (CAD), Automatic Vehicle Location (AVL), mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at YEMSA. Contractor shall also ensure remote access to the same systems for authorized personnel as specified by the YEMSA Administrator at Contractor's cost.

12.15 OMNIBUS PROVISION

Contractor understands and agrees that for five (5) 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 or agencies, 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.

12.16 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.

12.17 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. The parties acknowledge and agree that this Contract was entered into and intended to be performed in Yolo County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, Yolo County, Yolo District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, Yolo County, or to the Eastern District of California of the United States District Court, if applicable.

12.18 END-TERM PROVISIONS

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

12.19 DISPUTE RESOLUTION

In the event of a material dispute between the parties which is not resolved through the provisions as described herein, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith. If, after a good-faith attempt, the dispute is not resolved, County and Contractor

may agree to non-binding mediation or arbitration to resolve any material dispute or material claim between them arising out of this Agreement or any resulting transaction before resorting to other court action.

- A. Fees and Costs
The mediation or arbitration fee, if any, shall be divided equally among the parties involved. Each party would bear their own costs.
- B. Discovery
In advance of the mediation or arbitration, the parties shall voluntarily exchange all non-confidential and non-exempt documents requested by the other party that relate to the dispute.
- C. Confidentiality
Any mediation or arbitration proceeding shall be confidential and shall not be admissible in a subsequent proceeding.

12.20 ATTORNEY'S FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements provisions of this Agreement.

12.21 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 or YEMSA in any capacity whatsoever, and County or YEMSA 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 and YEMSA harmless from any and all liability which County or YEMSA 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 or YEMSA.
- 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 YEMSA 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 YEMSA concerned.

12.22 INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and YEMSA and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County or YEMSA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's or YEMSA's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

12.23 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.

12.24 PERFORMANCE SECURITY

- A. Contractor shall obtain and maintain in full force and effect, throughout the term of this Agreement, a five-million-dollar (\$5,000,000) performance security bond or irrevocable Letter of Credit to guarantee its performance within the scope of this Agreement.
- B. The performance security bond or irrevocable Letter of Credit will be payable to Yolo County as detailed in Section 13.3, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County.
- C. The performance bond must be 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.

12.25 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.

12.26 DEBARMENT AND SUSPENSION

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing.

12.27 OWNERSHIP OF DOCUMENTS

- A. The County and YEMSA 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 and YEMSA shall not disclose or use the 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 and YEMSA 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 the County or YEMSA receives a request for records pursuant to the California Public Records Act and such request involves records produced by the Contractor or containing descriptions of the Contractor's operations, it 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. The County or YEMSA shall consult with Contractor for assistance in determining information that is a trade secret, but Contractor acknowledges that the County and YEMSA has an independent obligation to control the disclosure of information requested under the Public Records Act pursuant to California Government Code Section 7921.005. If litigation is filed against the County and YEMSA seeking disclosure of information withheld as trade secrets, Contractor shall defend, indemnify, and hold the County or YEMSA harmless from and against all claims of liability, including attorney's fees incurred by those demanding disclosure of such documents.

12.28 MODIFICATION AND AMENDMENT

The terms of this Agreement may be modified by mutual consent of County and Contractor in writing.

12.29 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.

12.30 ASSIGNMENT

- A. 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 may be withheld in the County's sole discretion. At County's request, Contractor shall provide information regarding the

subcontractor's qualifications and a listing of a subcontractor's key personnel including 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.

- B. 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.

12.31 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.

12.32 ELECTRONIC SIGNATURES

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SECTION XIII – BREACH AND PROVISIONS FOR TERMINATION

13.1 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 YEMSA Administrator continued service by Contractor poses an imminent threat to the general public health and safety.

13.2 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 non-emergency ambulance services including 911 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 YEMSA Administrator.
 - (10) Repeated failure of Contractor to pay any liquidated damages to YEMSA 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 YEMSA Administrator and/or YEMSA 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 YEMSA Administrator and confirmed by the YEMSA Medical Director that constitutes an imminent threat to the general public health and safety.
- (15) Failure of Contractor to comply with the vehicle lease provisions, if applicable.

13.3 COUNTY'S REMEDIES

A. Termination

- (1) If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement. Termination shall not affect any rights or obligations of the parties that accrued prior to the date of termination.
- (2) In the event of an uncured material breach, County shall also have the right to demand and draw upon the performance security bond or irrevocable letter of credit in full.

B. Emergency Takeover

- (1) The County shall have the right to pursue the Contractor for damages and the right to Emergency Takeover including, but not limited to as set forth in Section XIII in accordance with Section 13.7 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.

13.4 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, the 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 YEMSA 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 forty-eight (48) hours of receipt of such material breach notice, Contractor shall deliver to YEMSA, in writing,

a plan of action to cure such material breach. If, within YEMSA's sole determination, Contractor fails to cure such material breach within the 30-day period or Contractor fails to deliver the cure plan to YEMSA within 48 hours, YEMSA may take over Contractor's operations in accordance with Section 13.7 of this agreement. Contractor shall cooperate completely and immediately with YEMSA to affect a prompt and orderly transfer of all responsibilities to YEMSA.

- (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.

13.5 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.

13.6 TERMINATION

A. Written Notice:

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

B. Failure to Perform:

- (1) If Contractor fails to cure a material breach under the terms of Section 13 or the County invokes an Emergency Takeover in accordance with Section 13.3 of this Agreement, County, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, YEMSA may proceed with the Scope of Work (as detailed in the Request for Proposals Section IV) 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 Yolo County, without

prejudice to County's rights otherwise to recover its damages. YEMSA and Contractor may meet and confer regarding the County's assumption of sums due to Contractor.

- C. Contractor may terminate this Agreement without cause upon 365 days written notice to County. Contractor may not exercise this termination right during the first year of this Agreement.

13.7 EMERGENCY TAKEOVER

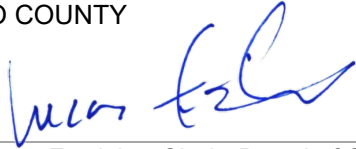
A. Specifications:

- (1) In the event YEMSA 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 YEMSA Executive Officer's sole determination, such that general public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency (as outlined in this Section), 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 YEMSA of Contractor's ambulances and comfort stations. Such takeover shall be effective within not more than seventy-two (72) hours after Board of Supervisors' action.
- (2) In the event of an Emergency Takeover, County may lease for a period not to exceed 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 a to be determined fair market value per month per vehicle, see Exhibit 7. County may also lease Contractor's comfort stations for a to be determined fair market value 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 YEMSA to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by YEMSA in accordance with the California Emergency Medical Services Authority (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 fair market 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) YEMSA shall have the right to authorize the use of Contractor's vehicles, equipment and comfort 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.
- (5) All of Contractor's vehicles and related equipment necessary for provision of emergency and ALS ambulance services, including 911 emergency response under this Agreement will be delivered to YEMSA during an Emergency Takeover period. Contractor shall maintain and provide to YEMSA 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 911 emergency response hereunder shall be reported to YEMSA 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.

IN WITNESS WHEREOF, Yolo County and the Contractor have each caused this Contract to be subscribed to by its respective duly authorized officers, on its behalf.

YOLO COUNTY

▶ 

Lucas Frerichs, Chair, Board of Supervisors

Dated: 03/26/2024

Attest:



Julie Dachtler, Senior Deputy
Clerk of the Board of Supervisors
of Yolo County

By

Deputy (Seal)

Approved as to Form:

By:


Philip J. Pogledich, County Counsel

(Print or type name of corporation, company, contractor, etc.)

By ▶ 
(Authorized signature - sign in blue ink)

Name Sean Russell
(Print or type name of person signing contract)

Title President, Pacific Region
(Print or Type)

Dated: 4/15/2024

Address 4917 Bailey Loop, Building 362B McClellan, CA 95652

EXHIBIT 1 – DEFINITIONS

Accredited Center of Excellence (ACE) - Accreditation awarded by International Academies of Emergency Dispatch to dispatch centers that show clear evidence of compliance and consistent performance to standards.

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

Agreement - The contract between Yolo County and Contractor awarded pursuant to an RFP.

ALS Unit - An ambulance specially equipped to provide advanced life support services, staffed by at least one EMT and one Emergency Medical Technician (EMT)-Paramedic.

Ambulance - Any vehicle specially constructed, modified, or equipped licensed by the California Highway Patrol if required and used for transporting sick, injured, infirmed, or otherwise incapacitated person and capable of supporting Basic Life Support (BLS) or a higher level of care.

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

Ambulance Zone - The EOA for Yolo County.

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.

AVL - Automatic vehicle locator.

Bariatric Ambulance - 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., or by Yolo County.

Cal/OSHA - 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 individuals 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.

Cardiopulmonary 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 Yolo County and Contractor awarded pursuant to an RFP.

Contractor - The person or entity awarded a Contract in conformance with the terms of this agreement 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 YEMSA, Yolo County or Yolo 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 Yolo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County – Yolo County

Critical Care Transport (CCT) – Ambulances staffed with a paramedic or registered nurse, trained at the critical care transport level to provide a higher level of care to patients being transported between licensed healthcare facilities.

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 the 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 is equipped or staffed for emergency transportation.

Emergency Call - An event where the EMS system is accessed by the 911 emergency access number, a 7-digit non-emergency line, or an interfacility transfer where the patient has a real or self-perceived need for emergency assessment, treatment or transportation to a hospital emergency department.

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 – Yolo County Emergency Medical Services Agency (YEMSA) is the designated Local EMS Agency created by the Yolo County Board of Supervisors.

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

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 ALS is according to the California Code of Regulations and who has a valid license issued according to the California Health and Safety Code.

Enroute - The elapsed time from unit alert to unit enroute.

Exclusive Operating Area (EOA) - 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 Yolo County.

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

First Responder BLS - Basic Life Support fire departments in Yolo 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.

Force Majeure - An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Fractile Response - A method of measuring ambulance response times in which all applicable response times are measured, then, the total number of on-time calls are calculated as a percentage of the total number of calls. A 90th percentile, or 90 percent, compliance standard is most commonly used.

Geographical Information Systems (GIS) - A framework for gathering, managing, analyzing and mapping 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 YEMSA 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

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 - The Yolo County YEMSA 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 - Refers to 1) responses into the Yolo 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 Yolo 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 individuals.

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 has stopped. 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 enforcement to determine it is safe to enter. If an 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.

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" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

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 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 transport). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PST - Pacific Standard Time, including Pacific Daylight Time when either time is in effect.

Public Access Defibrillation (PAD) - A program that places automatic external defibrillators throughout communities.

Quick Response Vehicle (QRV) - A QRV is an authorized emergency non transport vehicle equipped at the ALS and or CCT 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.

Response Zone – Geographic areas classified as Urban, Suburban, Rural, and Wilderness as determined by population density. Response zones have differing response times.

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.

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.

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 (USO) - When the volume of calls at the time a call is received is greater than or equal to 200% of the average demand for that hour of day and day of the week from the previous calendar year. Call volume for calculation of USO excludes calls for non-contracted activities conducted at the option of the Contractor.

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.

Yolo County EMS Agency Policies and Protocol Manual – The policies and protocols directing the medical operations of emergency medical services for Yolo County EMS providers. [YEMSA Policies & Protocols Yolo County](#)

EXHIBIT 2 – CONTRACTOR'S USER CHARGES

Contractor shall be entitled to charge the following:

First Year of Contractor's Scheduled Fees	
ALS Rate Schedule	
Base charge per trip	\$3,613.37
Mileage charge per mile	\$88.68
Oxygen charge per use	\$644.45
Other (describe)	
BLS Rate Schedule	
Base charge per trip	\$3,252.03
Mileage charge per mile	\$88.68
Oxygen charge per use	\$644.45
Other (describe)	
Treat/No Transport (ALS treatment rendered)	
Treat/No Transport charge per trip	\$657.20
Interfacility Transport	
Base charge per trip	\$3,043.62
Mileage charge per mile	\$88.68
Oxygen charge per use	\$644.45
Other (describe)	
Critical Care Transport	
Base charge per trip	\$15,084.00
Mileage charge per mile	\$88.68
Oxygen charge per use	\$644.45
Other (describe)	

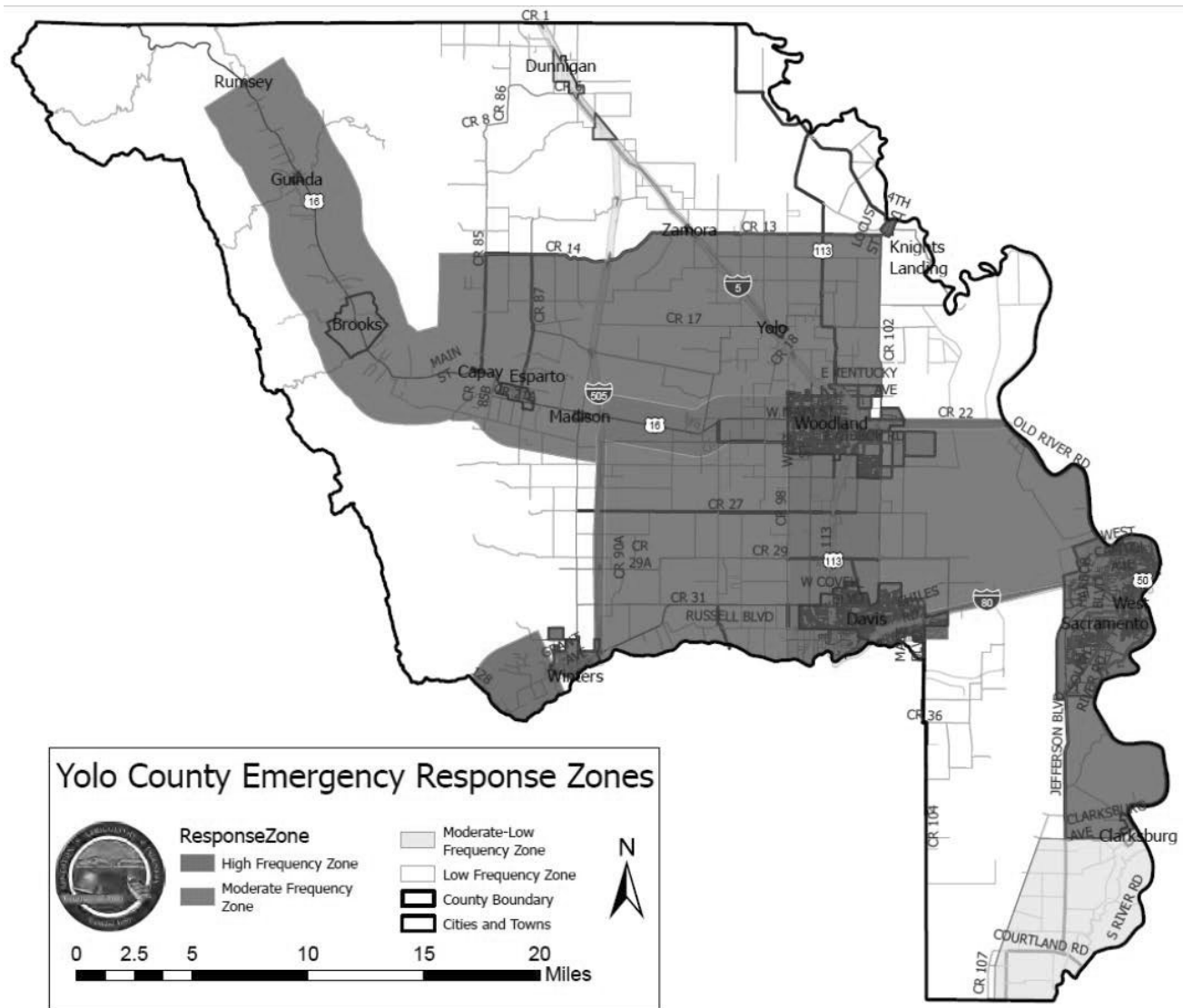
First Year Itemized Charges	
Acetaminophen Intravenous	\$293.96
Activated Charcoal	\$109.68
Adenosine	\$925.91
Albuterol Nebulizer	\$58.89
Amiodarone	\$194.33
Aspirin	\$45.66
Atropine	\$77.07
Bag Valve Mask	\$336.72
Benadryl	\$64.98
BiPap Mask CCT	\$293.96

Calcium Chloride	\$124.81
Passive Nasal Cannula Capnograph	\$104.49
In-line Capnography	\$232.57
CPAP Procedure/Supplies	\$876.95
D5W IV Solution 100	\$236.26
Dextrose 10%	\$136.90
Disposable Linen	\$95.50
Dopamine	\$250.06
EKG Monitor/12 Lead (once per patient)	\$499.71
Epinephrine	\$86.81
Glucagon	\$1,172.35
Glucometry (once per patient)	\$473.48
Glucose	\$71.62
Intraosseous needle	\$1,379.11
Isolation/Decontamination	\$156.25
Ketamine	\$84.40
Ketorolac Tromethamine/Toradol	\$92.10
Lasix	\$64.98
Lidocaine Drip	\$90.37
Lidocaine Preload	\$125.78
Morphine or Fentanyl	\$92.10
Narcan	\$114.97
Needle Chest Decomp	\$625.87
Night Charge (1900 – 0700 hrs)	\$599.71
Nitro spray	\$27.93
Pulse Oximetry	\$305.43
Sodium Bicarb	\$210.00
Spinal Immobilization	\$267.35
Splint	\$64.75
Suboxone	\$330.42
Suctioning	\$142.48
Vecuronium	\$82.79
Versed 10 mg	\$236.79
Zofran/Ondansetron	\$152.34

EXHIBIT 3 – YOLO COUNTY EXCLUSIVE OPERATING AREA

Emergency Response Zones (ERZ) were established by YEMSA, YEMSA EMS Medical Director, and EMS system stakeholders. Four (4) 911 ERZs were developed for the EOA and are defined by ambulance call frequency. Each ERZ is geographically and demographically diverse and includes urban, suburban, and rural zones.

Yolo County EOA Ambulance Response Zones



Priority Level	High Frequency ERZ	Moderate Frequency ERZ	Moderate Low Frequency ERZ	Low Frequency ERZ
1	8:00	15:00	20:00	30:00
2	15:00	30:00	35:00	45:00
3	30:00	45:00	50:00	60:00

GIS map: <https://yolo.maps.arcgis.com/apps/webappviewer/index.html?id=730aed8486c84343a111e2fb494c8e41>
 YEMSA will provide GIS Shape files upon request.

EXHIBIT 4 – MINIMUM INSURANCE REQUIREMENTS

Contractor shall provide proof of insurance or a letter from their insurance company/underwriter of their ability to obtain and maintain the minimum insurance coverage in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement. If Contractor is self-insured, Contractor shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements.

<p>General Liability (Including operations, products, and completed operations, as applicable.)</p>	<p>The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000), per occurrence. The policy coverage shall include:</p> <ol style="list-style-type: none"> a. Premises operations and mobile equipment. b. Products and completed operations. c. Broad form property damage (including completed operations). d. Explosion, collapse, and underground hazards. e. Personal injury. f. Contractual liability. g. \$10,000,000 general aggregate limit.
<p>Automobile Liability</p>	<p>Primary insurance coverage shall be written on an International Organization for Standardization (ISO) Business Auto coverage form for all owned, hired, and non- owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five million dollars (\$5,000,000) for bodily injury and property damage, per occurrence.</p> <p>If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of ten million dollars (\$10,000,000) for bodily injury and property damage per occurrence.</p>
<p>Workers' Compensation</p>	<p>A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of the Contractor and all risks to such persons under this contract.</p>
<p>Umbrella Liability Insurance</p>	<p>An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury. The coverage shall also apply to automobile liability.</p>
<p>Employers' Liability</p>	<p>\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.</p>

<p>Professional Liability (Errors and Omissions)</p>	<p>Professional Liability – Professional Liability Insurance with limits of not less than ten million (\$10,000,000) per claim and twenty million (\$20,000,000) aggregate limits.</p> <p style="text-align: center;">or</p> <p>Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than ten million (\$10,000,000) and twenty million (\$20,000,000) aggregate limits</p> <p style="text-align: center;">or</p> <p>If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.</p>
<p>Abuse/Molestation Insurance</p>	<p>Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.</p>
<p>Environmental Liability</p>	<p>In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA “Director’s list of Hazardous Substances” or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:</p> <ol style="list-style-type: none"> a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions. b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

Cyber Liability	<p>Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties where allowed.</p>
Performance Security	<p>The Contractor must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of five million dollars (\$5,000,000) payable to Yolo County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said contract may be amended, supplemented or extended.</p> <p>If using a performance bond, it must be 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.</p>

EXHIBIT 5 – RESPONSE TIME & LIQUIDATED DAMAGES

FirstWatch Online Compliance Utility (OCU) will provide the format for response time compliance and calculation of liquidated damages. For a full description and additional information on liquidated damages and response times, see Section 5.7.

A. Response Time Requirements:

The Contractor is responsible for complying with the three (3) priorities listed below for all emergency requests that originate within the EOA in each ERZ.

Yolo County Ambulance Response Time Requirements					
Priority Level	Compliance	High Frequency ERZ	Moderate Frequency ERZ	Moderate Low Frequency ERZ	Low Frequency ERZ
1	90%	8:00	15:00	20:00	30:00
2	90%	15:00	30:00	35:00	45:00
3	90%	30:00	45:00	50:00	60:00

B. Interfacility Transports.

Priority Level	Response Term	Compliance Standard
1	Emergency ALS IFT (e.g., STEMI, Stoke, Trauma)	8:00 minutes
4	Scheduled ALS IFT	+/- 15 minutes of scheduled time
5	Scheduled CCT	+/- 15 minutes of scheduled time

C. Liquidated Damages:

Absent demonstrated good cause, liquidated damages will be assessed monthly in the event response time compliance of Priority 1, Priority 2 and Priority 3 in each ERZ, and if Priority 4 and 5 calls fall below the 90% performance requirements and exceptions have not been approved. The chart below demonstrates the liquidated damages that will be assessed by YEMSA.

Priority 1, 2, & 3 Responses per ERZ	
Compliance %	Liquidated Damages
89% to-89.99%	\$4,000
88% to 88.99%	\$6,000
Less than 87.99%	\$8,000

Priority 4 & 5 Responses	
Compliance %	Liquidated Damages
89% to-89.99%	\$750
88% to 88.99%	\$1,500
Less than 87.99%	\$2,000

D. Extended Response:

An Extended Response greater than five (5) minutes of the response time requirement for that ERZ will be assessed liquidated damages in the amount of \$250.00 per response.

Extended Response Time Requirements				
Priority Level	High Frequency	Moderate Frequency	Moderate Low Frequency	Low Frequency
Priority 1	> 13:00	> 20:00	> 25:00	> 35:00
Priority 2	> 20:00	> 35:00	> 40:00	> 50:00
Priority 3	> 35:00	> 50:00	> 55:00	> 65:00

E. Additional Liquidated Damages

Additional Liquidated Damages Assessment (per incident)	
Preventable mechanical failure with a patient on board an ambulance (If the vehicle is out of compliance with County approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.)	\$350
Failure of the crew to report response times at-scene and the at-scene time is not verifiable by other pre-agreed reliable means	\$250
Failure of the crew to complete an ePCR and provide to receiving hospital following YEMSA Policy	\$150

EXHIBIT 6 – CLINICAL PERFORMANCE MEASURES & LIQUIDATED DAMAGES

Summary of Potential Yolo County EMS Clinical Performance Measures

This Exhibit is merely illustrative of a type of EMS Clinical Performance Measures the parties may enter into. Neither party agrees to or commits to abiding by the specific Performance Measures provided in example below. Instead, as outlined above, the parties will meet and mutually agree upon the parameters for clinical performance measures and liquidated damages in accordance with the terms of this Agreement.

Clinical Performance Measures:

Participation in State and National Benchmarking

YEMSA will require the submission of data consistent with Health and Safety (H&S) Code Section 1797.227 that would allow the County to participate in programs such as California EMS System Core Quality Core Measures Project, Cardiac Arrest Registry for Enhanced Survival (CARES), National Emergency Medical Services Quality Alliance (NEMSQA: formerly Emergency Medical Services [EMS] Compass), and Mission: Lifeline.

Yolo County EMS Agency (YEMSA) Clinical Performance Measures

YEMSA requires the Contractor to jointly develop Clinical Performance Standards with YEMSA based on the measures listed below. The Clinical Performance Standards must be approved by YEMSA and will subsequently be incorporated as performance requirements of this Agreement. It is understood, due to the nature of Clinical Performance Standards, a phase-in period as defined in Section 7.7 may be necessary, and measures may not be completely defined at the beginning of the contract, but will be based on the YEMSA Policy and Protocol Manual, state regulations and current best practice. YEMSA may require updated or additional performance measures throughout the duration of this agreement. Measures may include assessment, treatment, communication, transport, and documentation, and provide for a quantitative measurement standard, such as:

Assessment:

- Blood Glucose measurement for patients with altered neurological function.
- 12-Lead ECG obtained in patients with chest pain of suspected cardiac etiology.
- Injured patients assessed for pain.
- Estimate weight for pediatric patients.

Treatment:

- Aspirin administered for chest pain of suspected cardiac etiology.
- Glucose or glucagon administered for hypoglycemia.
- Benzodiazepine administered for status epilepticus.
- Nitroglycerin administered for acute pulmonary edema.
- Albuterol administered for symptomatic asthma or chronic obstructive pulmonary disease (COPD).
- Pain management (pharmacologic or non-pharmacologic) for moderate or severe pain.
- End-tidal CO₂ measured on every advanced airway.

Communication and Transport:

- Prearrival hospital notification for stroke, ST-elevation myocardial infarction (STEMI), or major trauma.
- Direct transport of a patient with a suspected stroke, STEMI, or meeting trauma triage criteria to appropriate designated specialty care center.

Documentation:

- For refusal of care or transport, documentation that patient has decisional capacity.
- Documentation of YEMSA approved stroke scale assessment and time last known well for patients with stroke.

Summary of YEMSA EMS Clinical Performance Standards

The chart below summarizes the background and derivation of the Clinical Performance Standards.

	CA Core Measures ¹	NEMSQA ²	Mission: Lifeline ³	GAMUT ⁴	Meyers et al ⁵	TQIP ⁶
Assessment						
Blood Glucose measured for Altered Mental Status	X	X		X	X	
12-Lead Electrocardiogram (ECG) for chest pain			X			
Injured patients assessed for pain		X				
Pediatric weight estimation		X				
Treatment						
Aspirin for chest pain	X		X		X	
Nitroglycerin Sublingual (NTG) for pulmonary edema					X	
Glucose given for hypoglycemia	X	X				
Benzodiazepine for status epilepticus		X			X	
Bronchodilators for asthma or COPD	X				X	
Treatment of moderate or severe pain		X				
End-tidal CO ₂ for Advanced Airway Placement						

Communication						
Pre-arrival hospital notification for stroke, STEMI, or major trauma	X		X			
Transport						
Stroke, STEMI, or major trauma to specialty care center	X	X	X		X	X

1. California EMS System Core Quality Measures Project – 2019 manual (rev. 8/20): https://emsa.ca.gov/wp-content/uploads/sites/71/2020/08/2019_CM_Manual.pdf
2. National EMS Quality Alliance (NEMSQA) National EMS Quality Measure Set - 2019 Revised Measures: <https://www.nemsqa.org/completed-quality-measures/>
3. Mission: Lifeline - 2021 Criteria: <https://www.heart.org/-/media/files/professional/qualityimprovement/mission-lifeline/ml-ems-recognition-criteria82620.pdf?la=en>
4. Ground Air Medical Quality Transport Quality Improvement Collaborative (GAMUT) Metrics: <http://gamutqi.org/metrics.html>
5. Myers JB, Slovis CM, Eckstein M, et al: Evidence-based performance measures for emergency medical services systems: a model for expanded EMS benchmarking. Prehospital Emergency Care. Apr-Jun 2008;12(2):141-51
6. American College of Surgeons Trauma Quality Improvement Plan (TQIP): <https://www.facs.org/quality-programs/trauma/tqip/best-practice>

Additional Suggested Measures

- Medication Errors - Total annual or rate
- Ambulance collisions – Response or transport
- Mechanical issues delaying ambulance response or transport
- Near misses (clinical error that does not result in an adverse patient outcome)
- Patient complaints
- Patient satisfaction surveys
- EMS stakeholder and customer satisfaction surveys

Measurement of Clinical Performance

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing the level of effort necessary to achieve the agreed-upon Clinical Performance Standards. As identified in Section 7 there are specific timelines for these to be developed in collaboration with YEMSA. It is understood that adequate time is being provided to determine a baseline measurement for each of the ongoing performance standards. The Contractor shall ensure EMS personnel

are trained to current YEMSA standards in a manner consistent with this goal. Below are examples of Clinical Performance Measures that may be used to indicate performance throughout EMS systems.

Example of Clinical Performance Standards	Basic Life Support (BLS)	Advanced Life Support (ALS)
Cardiac Arrest	<ol style="list-style-type: none"> 1. Confirm pulselessness 2. Cardiopulmonary Resuscitation (CPR) 3. Automated External Defibrillator (AED) 	<ol style="list-style-type: none"> 1. Cardiac Monitor 2. Vascular access 3. Medications as indicated 4. 12-Lead ECG if ROSC
Chest Pain - Non traumatic	<ol style="list-style-type: none"> 1. Assess Vital Signs 2. Administer O₂, titrate SpO₂ to > 94% 	<ol style="list-style-type: none"> 1. Cardiac monitor 2. 12-Lead ECG 3. Acetylsalicylic Acid (ASA)
Shortness of Breath	<ol style="list-style-type: none"> 1. Administer O₂ 2. Assess SpO₂ and Re-Assess Changes 	<ol style="list-style-type: none"> 1. Assess O₂ 2. Bronchodilator s for asthma/COPD 3. NTG for Pulmonary Edema
Altered Neurological Function	<ol style="list-style-type: none"> 1. Assess vital signs 2. Assess SpO₂ 3. Blood glucose 4. Treatment for low BG 5. Naloxone for suspected opioid overdose 	<ol style="list-style-type: none"> 1. Evaluate for stroke 2. Blood Glucose 3. Vascular Access 4. Treatment for low BG

Clinical Performance Standard Liquidated Damages

It is the goal of YEMSA to ensure the delivery of quality clinical care that adequately addresses the medical condition of all patients. To adequately implement these measures, a period of 18 months that begins with the commencement of the contract will be necessary to allow time to identify, test, implement a process to measure specific clinical performance and evaluate performance improvement strategies.

The Contractor shall work with YEMSA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates after the initial 18-month period. Liquidated Damages for Clinical Performance Standards shall not be assessed during this implementation timeline. Following the initial development and phase-in period in Section 7.7, Clinical Performance Standards shall be measured quarterly, and liquidated damages may be assessed for underperformance as described in Section 7.8.

If Contractor underperforms, based on the established compliance rates, Contractor shall conduct a comprehensive performance improvement process that includes a root cause analysis and corrective action plan and submit it to YEMSA, within 15 business days of identification of the quarterly underperformance. YEMSA Medical Director will review and provide further recommendations, and may require modifications as necessary, prior to the final approval of any proposed corrective action. The corrective action plan shall include a timeline for implementation and expected outcomes.

The Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this contract will result in damage to YEMSA 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, the Contractor and YEMSA 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 a reasonable estimate of the damages to the County.

If all corrective actions identified are implemented to the sole satisfaction of the YEMSA Medical Director, no Liquidated Damages will be assessed. Following the initial 18-month period establishing Clinical Performance Standards Liquidated Damages may be assessed once per quarter for unresolved underperformance for each Clinical Performance Standard in accordance with the Level of underperformance as follows:

Corrective action approved by YEMSA EMS Medical Director and implemented to YEMSA's satisfaction	Level 1 Under performance	Level 2 Under performance	Level 3 Under performance
No Damages Assessed	\$1,500	\$3,000	<u>Consider Breach of Contract</u>

The Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated Damages paid by the Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan, shall be established and assessed. Baseline metrics will be set for each Clinical Performance Standard established for compliance as part of the Agreement. It is understood that these standards and baseline metrics will be established through a collaborative process with the final approval of the YEMSA Medical Director and the standards and metrics will change and/or be modified over the terms of the contract. Contractor will be expected to meet the baseline metric for each clinical performance standard established.

Actual performance standards will be established in collaboration between YEMSA and Contractor with final approval of YEMSA EMS Medical Director. Agreed upon performance standards and approved levels of performance will be established in a manner similar to the examples below:

SAMPLE - Clinical Performance Standard	Baseline Metric*	Level 1 Under-performance	Corrective action approved by YEMSA EMS Medical Director and implemented to YEMSA's satisfaction	Damages Assessed	Level 2 Under-performance	Damages Assessed	Level 3 Under-performance	Considered Breach of Contract
Blood Glucose measurement for patients with altered neurological function	95%	85-94%	No Liquidated Damages assessed	\$1,500	75-84%	\$3,000	Anything below 75% in a quarter	Notify of Contract Breach
Albuterol administered for symptomatic asthma or COPD	80%	75-79%	No Liquidated Damages assessed	\$1,500	65-74%	\$3,000	Anything below 65% in a quarter	Notify of Contract Breach

The baseline metric percentage is only an example and will be established once baseline data has been reviewed and baseline metric has been established by the YEMSA Medical Director.

The Contractor shall pay liquidated damages to YEMSA for the underperformance of Clinical Performance Standards as measured quarterly unless exempted by YEMSA. Exemptions include, but are not limited, to the following:

- A. Clinical care provided by other agencies unless that care was done at the direction of the Contractor (or their representative in the case of a surge ambulance).
- B. Verified equipment failure with appropriate documentation of reporting and resolution. Repeated equipment failure without resolution shall not be cause for exemption.
- C. Communication failure for advance notice of trauma, STEMI, and stroke.
- D. Patient declines treatment and it is properly documented.
- E. Properly documented On-line Medical Direction (i.e., Base Hospital) to provide care outside of policy.
- F. Specialty care centers unable to accept stroke, STEMI, or trauma patients.
- G. Higher priority concerns take precedence (e.g., scene safety) with appropriate documentation.

EXHIBIT 7 – EMERGENCY TAKEOVER LEASE AGREEMENT

THIS EMERGENCY TAKEOVER LEASE AGREEMENT (Lease) is entered into as of _____, 2024, between Yolo County (Lessee) and American Medical Response West (Lessor or Contractor).

WHEREAS, Lessor and Lessee have entered into an Emergency Ambulance Services with Advanced Life Support Transport and Critical Care Transport Agreement (Agreement), that permits the Lessee to take over the 911 system under certain conditions; and

WHEREAS, in the event of Lessee's takeover of the 911 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 the County under the 911 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 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the Agreement; and d) Lessee delivers to Lessor a written notice from the YEMSA Executive Officer or designee from YEMSA certifying that the County has elected to take over the 911 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.
3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the condition's precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.
4. Rent. Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 13.7 of the 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 911 system. Lessee shall not remove the Equipment from the county EMS system 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 Vehicles and Equipment. Prior to 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 Exhibit 4. Lessor shall not, however, cancel any insurance Lessor carries for the Vehicles and 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 or accruing prior to Emergency Takeover.
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 continue 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 911 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 shall not be effective until executed by both parties.

- 18. Electronic Signatures. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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.

Yolo County

By: _____
Chair Board of Supervisors

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 of an uncured breach or emergency takeover; and
2. All ambulances, bariatric ambulances, Supervisor vehicles, and support vehicles, not to total less than the maximum used at any point during the 911 Agreement prior to the emergency takeover 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 Yolo County.

ATTACHMENT A
REQUEST FOR PROPOSAL #: COUNTY OF YOLO – GSDRFPKB2303 AND ADDENDA

<https://www.yolocounty.org/home/showpublisheddocument/79645/638463557903499531>

**ATTACHMENT B
PROPOSAL**

<https://www.yolocounty.org/home/showpublisheddocument/79643/638463557651933151>

ATTACHMENT C

HIPAA COMPLIANCE

I. The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”.) The requirements of the Privacy Laws include, but are not limited to, the use of methods of encryption for any electronic submissions containing PHI and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.

II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.

III. Report security incidents, as defined in 45 CFR §164.304, and breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations, to the County’s Privacy Officer, the County’s Security Officer, and to the HHS Behavioral Health Compliance Officer HHS.BHCompliance@yolocounty.org within applicable time limits prescribed by law.

IV. By signing this Agreement, Contractor certifies it has reviewed and understands the contents of the Yolo County HHS Behavioral Health Compliance Plan, available to the Contractor at website https://www.yolocounty.org/health-human-services/mental-health/behavioral-health-quality-management/-folder-3841#docan1597_10556_7495

V. The provisions of this Exhibit shall survive the termination, expiration, or cancellation of this Agreement.

Exclusive Operating Area for 9-1-1 Ambulance Services, Advanced Life Support Interfacility Transport, and Critical Care Transport

Health & Human Services Agency



Exclusive Operating Area (EOA)

- Yolo County has single EOA covering entire County
 - Approved by California Emergency Medical Services (EMS) Authority
- Approved Plan involves competitively selected, single ambulance provider to provide ground ambulance services within EOA
 - 9-1-1 Basic and Advanced Life Support (BLS and ALS)
 - ALS Interfacility Transport
 - Critical Care Transport
- Other EMS First Responders may respond to 911 calls but cannot transport patients



Close collaboration with partners to develop RFP

- Eight workshops with partners as part of comprehensive EMS system assessment
- Partner participation on panel drafting Request for Proposal
 - Cities, Yolo County Fire Chiefs Association, Yolo County Auto Aid Chiefs Association, Sutter Davis Hospital, Woodland Memorial Hospital
- Efforts made to address partner concerns with existing contract while balancing need for system sustainability



Close collaboration with partners to score proposals

- Single bid received from American Medical Response
- Reviewed by Committee inclusive of partners
 - 1 representative each from Davis, West Sacramento, Winters, and Woodland
 - 1 rural fire chief
 - 1 local hospital representative
 - 1 outside emergency medical physician
 - 1 representative each from YEMSA and CAO
- AMR bid determined to meet required qualifications
- Proposed ALS base charge per trip: \$3,613.37



Proposed contract details

- 5-year term: April 1, 2024 – April 1, 2029
- Optional 5-year extension
- No cost; contract brings in revenue to support YEMSA's compliance monitoring and system oversight(\$700,000 per year; total of \$3.5M over 5-year term)
- Performance measures include response time standards, clinical performance standards (new), minimum deployed unit hour standards (new), vehicle standards (new), and personnel standards
- Same response time requirements as existing contract
- Supports future implementation of tiered response (ability to dispatch ALS or BLS based on specific call)



Staff recommendation

- Approve proposed contract with American Medical Response

