Emergency Medical Services
Ambulance Transport
Services Agreement

C-2019-70

County of Alameda

and

The City of Berkeley

Date: July 1, 2019

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DEFINITIONS AND ACRONYMS

201 Provider	As defined within the County of Alameda EMS Plan, the following entities are recognized Section 1797.201 Providers: City of Alameda, City of Albany, City of Berkeley, and City of Piedmont.
5150 Call	Services involving a patient who has been (or shall be) placed on a hold for psychiatric evaluation, including transport to a psychiatric facility in accordance with the California Code of Regulations Welfare and Institutions Code, §5150 and EMS Policies.
Ambulance	As defined pursuant to Title 13 of the California Code of Regulations, §1100.2. A vehicle specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons, and compliant with state requirements.
Ambulance Services	Contractor's provision of 911 emergency medical ground ambulance response and transportation at a paramedic Advanced Life Support (ALS) level of service, and where specified in this Agreement, Basic Life Support (BLS); and, obligations as required by this Agreement and in accordance with EMS Policy.
ACRECC	Alameda County Regional Emergency Communications Center.
ALS	Advanced Life Support – EMT-P Level of service as defined in California Health and Safety Code, Division 2.5, §1797.52.
Arrival at Incident	The moment the Ambulance is fully stopped at the Incident Location and Field Personnel notifies the Dispatch Center of the arrival.
Base Hospital	As defined in California Health and Safety Code, Division 2.5, §1797.58. The Base Hospital for Alameda County is Alameda County Medical Center, Highland Campus.
BLS	Basic Life Support – EMT-B level of service, as defined in California Health and Safety Code, Division 2.5, §1797.60.
Board	Alameda County Board of Supervisors.
CAD	Computer Aided Dispatch.
Continuing Education (CE)	As defined in the California Code of Regulations, Title 22, Chapter 11.
City	City of Berkeley
City's Medical Director	A California licensed physician, experienced in the field of emergency medical services, and employed by the City to provide medical oversight to City's field personnel, in conjunction with the EMS medical director.
County	The County of Alameda.
County Contracted Private Provider	The Contractor selected by the County through a competitive process, and under agreement with the County, to provide 911 emergency medical ground ambulance response and transportation in Zones 2-5 at an Advanced Life Support (ALS) level of service, and where specified in their Agreement, Basic Life Support (BLS) level of service (herein known as Falck Northern California.)

County Designated Emergency Medical Dispatch Center or Medical Dispatch Center	A medical dispatch center designated by the County that uses call prioritization and pre-arrival instructions based on a County-approved Medical Priority Dispatch System, and is accredited as a Center of Excellence by the National Academies of Emergency Dispatch. Referred to as "Medical Dispatch Center" in this document.
County EMS	Used in this Agreement to refer to Alameda County Emergency Medical Services, a part of the Health Care Services Agency, and designated as the Local EMS Agency for Alameda County.
County EMS Director	The director of the Alameda County Emergency Medical Services as part of the Health Care Services Agency.
County EMS Medical Director	The physician in the position of Medical Director for Alameda County Emergency Medical Services, as part of the Health Care Services Agency.
County EMS Policies	Policies and procedures issued by the Alameda County Emergency Medical Services that are contained in the Alameda County Emergency Medical Services Field Manual and/or Administration Manual, which may be revised from time to time.
Data Collection System	The software and hardware used to collect, store and report on information from the provision of Services, which includes the Patient Care Reports.
Disaster	An occurrence of a natural catastrophe, technological accident, or human caused event that has resulted in severe property damage, deaths, and/or multiple injuries."
EMSA	Emergency Medical Services Authority of the State of California.
EMT	Emergency Medical Technician.
EOA	As used in this Agreement, refers to the Exclusive Operating Area for "Services" as designated in Alameda County's approved EMS Plan, as defined in statute, and depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CITY'S EOA INCLUDING THE PRIMARY RESPONSE AREA.
Federal	Refers to United States Federal Government, its departments and/or agencies.
Field Personnel	City's paramedics and EMTs responsible for responding to 911 requests for emergency medical ground ambulance and/or first responder services pursuant to this Agreement.
Percentile (Fractile)	A method of measuring data in which all applicable data are stacked in ascending order and the total number is calculated as a percentage of the total number of calls. (e.g.: a 90th percentile standard is one where 90% of the applicable calls are answered within the response standard, while 10% take longer than the standard.)
First Responder (Agency)	Entities with an agreement with the County to provide first responder service to the scene of a medical emergency.
High-Risk PCR	A Patient Care Report for a High-Risk patient. See EXHIBIT D - HIGH RISK PATIENT DESCRIPTION.
Incident Location	The destination address or location of the patient to which the Ambulance is dispatched.
LEMSA	Local Emergency Medical Services Agency, as defined in California Health and Safety Code, Division 2.5, §1797.94.
Mandatory Data Fields	The minimum amount of information that satisfies the requirement for a completed Patient Care Report left at the receiving hospital or psychiatric facility.
Medical Priority Dispatch System ("MPDS")	A system approved by the County EMS Medical Director that categorizes emergency calls using an escalating scale of severity assigned to medical conditions, relative to the level and timeliness of response.

Multi-Casualty Incident ("MCI")	A Multi-Casualty Incident (MCI) is any incident where the number of injured persons exceeds the day-to-day operating capabilities and requires additional resources and/or the distribution of patients to multiple hospitals.
Mutual-Aid	Emergency service performed by neighboring providers during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources.
Paramedic	As defined in California Health and Safety Code, Division 2.5, §1797.84.
PCR	Patient Care Report, in electronic form.
Primary Service Area	The City jurisdictional limit or areas for which the responding agency is responsible to provide emergency response. See EXHIBIT A FOR A DESCRIPTION OF THE CITY'S PRIMARY SERVICE AREA.
Response Time	The time elapsed from the time a call is received by Contractor from the Dispatch Center, until Arrival at the Incident Location by the Ambulance.
Quality Improvement	As defined in the California Code of Regulations, Title 22, Chapter 12 and EMSA #166: EMS System Quality Improvement Guidelines.
State	The State of California, its departments and/or agencies.
User Fees	Charges to patients and/or insurance providers, including Medicare and Medi-Cal for Services provided by City.

SECTION 1 - INTRODUCTION

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

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

1.3 City shall provide first response to requests for all medical calls within the City's EOA.

1.4 City is willing to explore the feasibility of providing Emergency Medical Dispatch (EMD) using the Medical Priority Dispatch System (MPDS) protocols as approved by County EMS. As per MPDS and State regulations (CA Health and Safety Code Section 1798(a) – Medical Control), call prioritization shall be determined under the direction of the Medical Director.

1.5 City agrees to follow County EMS policies.

1.6 County agrees that any change to County EMS Policies that require the City to enter into purchasing agreements that meet or exceed the City's threshold requiring competitive bids shall not be enforced until the City's next regularly scheduled budget cycle begins.

1.7 City shall adequately deploy transport units to continually meet the Performance Standards stipulated in Section 4 of the Agreement.

1.8 The parties hereby execute this single agreement which will constitute formal designation of City as an authorized provider of Advanced Life Support Ambulance Services within the Alameda County EMS system under Health & Safety Code Section 1797.178, a paramedic service provider agreement under Title 22 CCR Section 100168, and a written agreement regarding the provision of prehospital emergency medical services under Health & Safety Code Section 1797.201. Nothing in this agreement is intended to extinguish any existing rights of the parties under Section 1797.201 or 1797.224 of Division 2.5 of the California Health and Safety Code.

SECTION 2 - TERM

2.1 This Agreement is for the provision of 911 emergency medical ground ambulance response and transportation at a paramedic Advanced Life Support ("ALS") level of service, and

where specified in this Agreement, Basic Life Support ("BLS") level of service for the time period of July 1, 2019 through June 30, 2024. The parties may extend this Agreement by mutual agreement with for up to an additional five (5) years.

SECTION 3 - SERVICES/PRIMARY SERVICE AREA

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

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

3.3 **Ambulance Service**

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

b. City shall provide ambulance services within the EOA, as designated in County's Emergency Medical Services Plan and approved by the State Emergency Medical Services Authority ("EMSA"), as defined in California Health and Safety Code, Division 2.5, §1797.54 and Section 1797.201.

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

3.4 **Standards**

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

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

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

d. City's personnel shall cooperate fully with First Responder Advanced Life Support (FRALS) providers to facilitate the timely and effective transfer of patient care at the scene; according to Alameda County EMS policy.

3.5 Primary Service Area/EOA

City, within the area designated herein as City's Primary Service Area/EOA, which includes the entire area within the City of Berkeley, and as described in EXHIBIT A - DEPICTION AND DEFINITION OF CITY'S EOA AND PRIMARY SERVICE AREA.

SECTION 4 - PERFORMANCE STANDARDS

4.1 Response Times

City's response time for requests for emergency medical services shall meet the following performance standards:

a. City's Response Times shall be calculated on a monthly basis for reporting purposes to determine compliance using Percentile (Fractile) Response Time measurements.

b. City's Response Time for Services in the Primary Service Area/EOA shall meet the requirements in Table A, below.

MPDS CATEGORY:	Transport
Priority 1	10:00 min.
Priority 2	10:00 min.
Priority 3	10:00 min.
Priority 4	18:00 min.
5150 Non-Medical	40:00 min.

TABLE A - PERSONNEL AND RESPONSE TIME REQUIREMENTS

c. When MPDS categorization is not available through City's dispatch center, City shall respond to all calls, except 5150 Non -Medical using the Priority 1 Response Times.

4.2 Response Time Measurement

a. Response Time shall be measured in minutes and integer (whole) seconds from the time the call is dispatched until arrival at the Incident location by the FRALS and/or Ambulance, or until the call is cancelled by a public safety agency or Dispatch Center.

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

4.3 **Calculating Changes in Call Priority**

a. **Upgrades** - If an assignment is upgraded prior to the Arrival at Incident of the Ambulance (e.g. from a Priority 4 to Priority 2), City's performance shall be calculated based on the shorter of:

- Time elapsed from dispatch to time of upgrade plus the higher priority Response Time standard, or,
- The lower priority Response Time standard.
- In all such cases, the electronic PCR shall indicate the reason why the priority status was upgraded to provide the ability for quality assurance/quality improvement review.

b. **Downgrades** - If a call is downgraded, prior to arrival on scene of the Ambulance (e.g. from a Priority 2 to a Priority 4), City's performance shall be determined by:

- If the time of the downgrade occurs after the Ambulance has exceeded the higher priority Response Time standard, the higher priority Response Time standard shall apply; or,
- If the time of the downgrade occurs before the Ambulance has exceeded the higher priority Response Time standard, the lower priority Response Time standard shall apply.
- In all such cases, the electronic PCR shall indicate the reason why the priority status was downgraded to provide the ability for quality assurance/quality improvement review.

c. **Reassignment En route**

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

d. **Canceled Calls**

If a call is canceled prior to the FRALS/Ambulance Arrival at Incident, the performance shall be calculated based on the elapsed time from dispatch to the time the call was canceled.

e. **Incident Location Exception**

In situations where the Ambulance has responded to a location other than the Incident Location (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or where rugged terrain precludes access), Arrival at Incident shall be the time the Ambulance arrives at the designated staging location or the nearest public access point to the patient's location

4.4 **Performance Reporting Exemptions ("Exemption")**

a. City may request that a late response be excluded from the calculation of Performance Reporting ("an Exemption"), if that call falls into one of the following categories:

- A declared Multi-Casualty Incident ("MCI") or disaster that the County EMS Director determines has had a material impact on City's resources.
- There was a delay because information relayed by the Dispatch Center was substantially incorrect so as to prohibit timely arrival at the call.
- The City is impacted by other significate internal/external events that the County EMS Director determines has a material impact on the City's resources.

b. Request for an Exemption must be in writing and received by the County EMS Director within ten (15) calendar days following the end of the month in which the event occurred. Performance Reporting Exemptions may be granted by the County on a per call basis, following review and investigation by the County. Calls that are approved as an Exemption shall not be included in the calculations for Performance Reporting. Such requests must include all of the following:

- Detailed description of the circumstances causing the response delay

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

SECTION 5 - ADDITIONAL SERVICE PROVISION

5.1 5150 Response

a. City shall provide transport of California Welfare & Institutions Code section 5150 ("5150") patients within the EOA in accordance with State law and as described in EMS Agency Policies and Procedures.

b. For 5150 and/or behavioral/mental health calls in which a law enforcement officer (or other authorized person) requests a medical assessment, the City is responsible to respond with an ALS resource consistent with MPDS-based directives as approved by the EMS Agency.

c. For mental and/or behavioral health transport calls in which medical assessment or medical care is not necessary, the City is responsible to provide ALS transport, BLS transport or an alternative resource as approved by the EMS Agency.

5.2 Multi-Casualty Incident/Disaster Response

a. City shall make every effort to provide resources in response to mutual aid requests in accordance with County EMS Policies and any mutual aid agreements during a declared or an undeclared disaster or Multi-Casualty Incident ("MCI").

b. Incident Notification - City shall have a mechanism in place to communicate current field information to ACRECC during a medical response to: a) MCIs, b) disaster, c) hazardous materials incidents, and d) other unusual occurrences, as described in EMS Policies.

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

d. **In-County Mutual-Aid requests:**

- City may request mutual-aid from other municipalities in Alameda County, the Alameda County Contracted Private Provider, or bordering agencies anytime City is unable to respond to requests to respond to a medical emergency. Examples may include but are not limited to unavailability of City's ambulance due to call volume or

a fire incident within City's Primary Service Area. City remains responsible for the response times regardless of use of mutual aid resources.

- City shall use its best efforts to enter into EMS Mutual-Aid agreements with other municipalities in Alameda County, the Alameda County Contracted Private Provider and bordering agencies, or other areas where EMS Mutual-Aid is provided on a regular basis.
- Any executed agreements between City and another municipality in Alameda County, the Alameda County Contracted Private Provider, and bordering agencies for EMS Mutual-Aid shall be sent to the County EMS Director within 45 calendar days of execution.
- City shall notify the County EMS Director of the status of Mutual Aid agreements by October 1, 2019.
- City shall respond to EMS Mutual-Aid requests from other Alameda County agencies within Alameda County according to prior written agreements with those agencies.
- City shall document the number and nature of all EMS Mutual-Aid responses it requests or provides.

5.3 **Transport Requirements**

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

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

SECTION 6 - QUALITY IMPROVEMENT

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

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

California Code of Regulations.

b. Be consistent with County EMS Policies.

c. Incorporate performance assurance, process measurement and control, and process improvements.

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

e. Be based on current EMS research and call demand.

f. Endeavor to ensure the long-term economic viability of the EMS system while maximizing value to the community.

6.2 The City shall provide the County EMS Director with an updated Quality Improvement Plan annually by February 1st of each year.

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

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

b. Designating a manager to oversee City's quality improvement plan.

c. Submitting required reports to the County.

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

SECTION 7 - PERSONNEL REQUIREMENTS

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

7.2 City shall ensure appropriate personnel represent the department at County EMS meetings.

7.3 City shall submit via email, on or before February 1st of each year, an annual list of all paramedics with license dates and expiration dates as specified in County EMS Policies.

7.4 **Ambulance Staffing Requirements:**

City shall staff Ambulance personnel as specified in Alameda County EMS Policies.

7.5 **Personnel Licensure/Certification/Training Requirements:**

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

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

SECTION 8 - ELECTRONIC PATIENT CARE REPORT AND DATA COLLECTION SYSTEM

8.1 City shall ensure its employees use and are trained on a National EMS Information System (NEMSIS) and California EMS Information System (CEMSIS) compliant Patient Care Report ("PCR") for patient documentation on all calls, including:

a. patient contacts;

b. canceled calls; and,

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

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

8.3 **PCR Delivery to Receiving Facilities**

a. It is expected that access to electronic PCRs shall be provided to receiving facilities prior to departure of Field Personnel.

b. In the event Field Personnel are unable to complete the PCR prior to leaving the receiving facility he/she shall:

- Ensure access to an electronic PCR with Mandatory Data Fields completed, as described in EXHIBIT E - MANDATORY DATA FIELD REQUIREMENTS; and,
- Ensure a fully completed electronic PCR within 24 hours of the time Field Personnel left the facility for that patient.

8.4 **Data Collection System for Patient Care Reports**

a. City shall ensure its PCR is in an electronic format and that the data contained within the PCR is able to be imported into the County Data Collection System..

SECTION 9 - MEDICAL OVERSIGHT/COMPLIANCE WITH MEDICAL PROTOCOLS

9.1 All parties shall function in and comply with the Firefighter Procedural Bill of Rights (FPBOR).

9.2 The EMS Medical Director shall provide medical oversight to the City's paramedics and EMTs on issues relating to patient care in collaboration with the City's Fire Department Medical Director or City's designee.

9.3 City shall comply with medical protocols, online medical control, and other requirements as established by the County EMS Medical Director as defined in the Alameda County Field Protocol Manual and the Alameda County Administrative Policies, and/or provided by the County (e.g.: Base Hospital services, authority to perform certain medical interventions, etc.).

SECTION 10 - CONTRACTOR REVENUE/SUPPORT

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

10.2 **User Fees:**

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

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

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

10.3 **Billing/Collection Services**

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

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

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

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

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

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

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

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

SECTION 11 - VEHICLES AND EQUIPMENT

11.1 City shall acquire and maintain all on-board medical supplies, medications, and equipment, to be used to perform Ambulance services.

11.2 **All Ambulances shall meet the following specifications:**

a. Current EPA and State of California emission standards

b. Title 13, California Code of Regulations

c. California Vehicle Code.

d. City shall replace or remount ambulances on a 250,000-mile schedule, unless otherwise agreed to in writing by City and County.

11.3 **Equipment:**

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

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

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

d. The County may inspect City's Ambulances for EMS related equipment and supplies at any time in coordination with City's on duty officer.

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

a. If any Service Vehicle fails to meet the requirements, as contained in EMS Polices, the County shall notify the City, as specified in this agreement.

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

11.5 **Radio Equipment**

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

SECTION 12 - REQUIRED REPORTS

12.1 City shall provide, within thirty (30) calendar days after the first day of each month, reports addressing its performance during the preceding month with respect to the clinical, operational, and financial performance requirement, in the form and manner required by the EMS Director. Where possible, EMS will generate reports from the data collection system. Reports shall include, but are not limited to:

a. Response Time Performance reports
b. Reports on patient/customer complaints
c. Clinical Reports (e.g.: protocol compliance, intubation success rate, etc.)
d. Other reports as requested by County with reasonable notice.

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

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

12.4 **Response Time Performance:**

a. Response Time data, including reports received from the Dispatch Center, shall be used by City and County to evaluate City's performance.
b. If Response Time performance is below 90% for any calendar month (see Section 4.1) City shall identify the causes and shall document efforts to eliminate problems on an ongoing basis.
c. City shall submit a performance improvement plan with the Response Time performance report. The performance improvement plan shall identify each problem that contributed to a failure to meet Response Times and steps being taken to correct the problem.
d. Response Time reporting and times shall be documented as set forth in this Agreement.

12.5 **High-Risk PCRs:**

a. City shall conduct an audit by randomly selecting and reviewing a minimum of ten percent (10%) of the High-Risk PCRs. The monthly audit shall review compliance with EXHIBIT E - MANDATORY DATA FIELD REQUIREMENTS.

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

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

12.6 **Compliance with Protocols**

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

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

12.7 **Quality Improvement**

a. City shall develop a clear and concise set of processes and practices designed to identify and address opportunities for improvement. The description of these processes shall include the approach for achieving and maintaining measurable outcomes.

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

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

SECTION 13 - PERFORMANCE PROVISIONS

13.1 **Response Time Performance**

a. Calculating Ambulance Response Time Performance:

- Performance will be calculated based on combining all levels of ambulance responses (Priority 1, Priority 2, Priority 3, Priority 4 and 5150 Non Medical).
- If Response Time performance drops below 90% for any response time Category in any calendar month, City shall develop and implement a performance improvement plan. Should response time performance drop below 90% for a second month within the subsequent 11 month period, City shall submit for approval with its monthly compliance report and implement a performance improvement plan acceptable to

the EMS Director. The performance improvement plan shall identify each problem that led to the delayed response(s) and the step(s) to be implemented to correct each deficiency. A Fifth month of failure to meet the 90% response time compliance requirement within any 12 month period shall require the City's authorized signatory to this Agreement to provide prompt written assurances of performance and a corresponding plan acceptable to the EMS Director to correct the deficiencies in City's performance within ten (10) days of City's receipt of County EMS' request. Further, City shall comply fully in implementing corrective actions in collaboration with and approved by the EMS Director. City's failure to provide such written assurances within the required time and/or diligently commence and perform in accordance with the written plan is a material breach of this Agreement. Further, four or more months of failure to meet the 90% response time requirement within any 12 month period constitutes material breach of this Agreement.

13.2 **Failure to Provide Timely Reports**

City shall promptly deliver each required report (see 12.1) to the County.

13.3 **Failure to Meet Minimum In-Service Equipment/Supply Requirements** - City may be required to remove from service any Ambulance that fails to comply with EMS Policies with respect to equipment and supplies until such time that the Ambulance is brought into compliance with related EMS Policies

SECTION 14 - COOPERATION WITH EMS SYSTEM/COMMUNITY EDUCATION

14.1 **Community Programs** - City shall provide an updated plan for education programs in its service area and submit a report to EMS no later than February 1st of each year describing these EMS related-programs.

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

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

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

SECTION 15 - ADMINISTRATIVE PROVISIONS

15.1 Material Breach

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

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

- Willful falsification of data supplied to County during the course of operations, including but not limited to dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;
- Willful failure to maintain equipment in accordance with the requirements of this Agreement;
- Willful attempts to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- Chronic and persistent failure to require employees to conduct themselves in a professional and courteous manner, and to present a professional appearance;
- Willful failure of City to comply with approved rate setting, billing, and collection procedures;
- Repeated failure to meet Response Time requirements after receiving notice of non-performance from the EMS Director;
- Failure to maintain required insurance;
- Willful failure to comply with vehicle lease provisions; and/or
- Failure to timely obtain and maintain the necessary licensing and/or certification required by law to provide Services;

15.2 Notice and Cure of Material Breach

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

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

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

15.3 **County Remedies**

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

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

c. If the County determines any breach has occurred, County may require City to submit a corrective action plan for approval by the EMS Director. Failure to submit and implement any requested corrective action plan as approved by the EMS Director may be considered a material breach.

15.4 **City Remedies**

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

15.5 **Continuous Service Delivery** - City 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 the City disagrees with the determination of material breach.

15.6 **Annual Performance Evaluation**

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

b. The report may require the following information:

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

15.7 **Assurance of Performance**

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

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

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

15.7 **Mutual Termination** - This Agreement may be terminated early by written mutual agreement of the City and the County.

15.8 **Termination for Cause**

a. If City fails to cure any material breach, following notice and opportunity to cure, County, upon written notice to City, may terminate this Agreement for cause. The termination shall be effective on the date specified in the written notice. If the County determines that City's breach threatens public health and safety, County may immediately terminate this Agreement.

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

SECTION 16 - GENERAL PROVISIONS

16.1 **Permits and License**

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

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

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

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

16.2 **Observation and Inspections**

a. County representatives may, at any time, directly observe City's operations at the Fire Stations that house FRALS units. A County representative may ride as "third person" on any of City's Ambulance units at any time, provided that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with City employee's duties, and shall at all times be respectful of City's employer/employee relationships. Prior to any inspection or observation, the County shall notify the on-duty officer and the EMS Division Manager at least forty-eight (48) hours in advance.

b. At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe City's office operations, and City shall make available within 10 business days to County for its examination any and all business records, including incident reports, patient records, financial records related to EMS Billing of City, pertaining to the provision of emergency medical services. County may audit, copy, make transcripts, or otherwise reproduce such records as needed for County to fulfill its oversight role. Prior to any inspection or observation, the County shall notify the EMS Division Manager at least forty eight (48) hours in advance.

c. County shall notify City of any critical issues discovered during an observation or inspection.

16.3 **Relationship of the Parties**

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

16.4 **Independent Contractor**

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

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

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

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

16.5 **Indemnification**

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

16.6 **Insurance**

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

16.7 **Conformity with Law and Safety**

a. In performing Services under this Agreement, City shall, at all times, observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, municipal, and local governing bodies, having jurisdiction over the Services, including, but not limited to, all applicable provisions of the California Occupational Safety and Health Act. It shall be City's sole responsibility to be fully familiar with all such applicable laws, ordinances, and regulations. City shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any failure by City to comply with such laws, ordinances, codes and regulations.

b. If a death, serious personal injury, or substantial property damage occurs in connection with City's performance of this Agreement and warrants submission of an Alameda County EMS Unusual Occurrence Report (as per EMS Policy). City shall immediately notify County by contacting the Dispatch Center and asking to speak to the EMS person on call City shall promptly submit to County a written report, in such form as may be required by County of all accidents, which occur in connection with this Agreement. This report must include:

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

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

16.8 **Debarment and Suspension Certification**

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

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

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any Federal department or agency; and,

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

16.9 **Ownership of Documents**

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

16.10 **Documents and Materials**

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

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

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

16.11 **Notices**

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

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

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

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

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

16.12 **Addresses for purpose of giving notice are as follows**:

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

To City:
City of Berkeley
2180 Milvia Street
Berkeley, CA 94704
Attn: City Manager

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

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

16.13 **Equal Employment Opportunity Practices Provisions**

a. City shall comply with Title VII of the Civil Rights Act of 1964 and City agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation,

national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

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

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

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

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

16.14 **Waiver**

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

16.15 **Assignment Not Allowed**

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

16.16 **End Term Provisions**

City agrees to return all County-issued equipment, including equipment purchased by County EOA provider, to County in good working order, normal wear and tear excepted, at the termination of this Agreement.

16.17 **Entire Agreement**

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

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

16.18 **Headings**

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

16.19 **Modification of Agreement**

a. In the interest of possibly supplementing, amending or modifying this Agreement, the parties hereby agree to meet and confer following award by the County of exclusive rights to a contractor to service the LEMSA's Exclusive Operating Area which includes all geographic areas of Alameda County, except for the incorporated cities of Alameda, Albany, Berkeley, Piedmont, and the Lawrence Livermore National Laboratory.

b. This Agreement may be supplemented, amended or modified only by the mutual agreement in writing signed by authorized representatives of both parties. When supplementing, amending or modifying a portion of the Agreement, the entire section containing the proposed changes shall be included in the amendment documentation to show context and for the purpose of clarity.

c. Where there is mutual agreement by City and the EMS Director, the following exhibits may be modified, by a written amendment signed by Contractor and the Director of Health Care Services Agency:

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

EXHIBIT D - HIGH RISK PATIENT DESCRIPTION

EXHIBIT E – MANDATORY DATA FIELDS

EXHIBIT F - COMMUNICATIONS EQUIPMENT

16.20 **Survival**

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

16.21 **Severability**

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

16.22 **Patent and Copyright Indemnity**

City represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("City Products") provided to County under this Agreement infringe any patent, copyright, or other proprietary right. City shall defend, indemnify and hold harmless County, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with any claim that any City Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County shall: a) notify City promptly of such claim or suit; b) permit City to defend, compromise, or settle the claim; and, c) provide, on a reasonable basis, information to enable City to do so. City shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the City Products.

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

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

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

16.23 **Choice of Law and Venue**

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

SIGNATORY

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

IN WITNESS WHEREOF, the parties execute this Agreement:

County of Alameda

By:_____
Signature

Name: Richard Valle

Title: President of the Board of Supervisors

Date: _____

City

By: D. Williams-Ridley
Signature

Name: Dee Williams-Ridley

Title: City Manager

Date: 6/6/19

Approved as to Form:

Donna R. Ziegler, County Counsel

By:_____
K. Scott Dickey, Assistant County Counsel

Approved as to Form:

By:_____
Signature

Title: _____

SIGNATORY

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

IN WITNESS WHEREOF, the parties execute this Agreement:

County of Alameda

By: _____
Signature

Name: Richard Valle

Title: President of the Board of Supervisors

Date: JUL 19 2019

City

By: _____
Signature

Name: Dee Williams-Ridley

Title: City Manager

Date: 6/6/19

Approved as to Form:

Donna R. Ziegler, County Counsel

By: _____
K. Scott Dickey, Assistant County Counsel

Approved as to Form:

By: _____
Signature

Title: Deputy City Attorney

Countersigned by:

_____
City Auditor

Attested by:

_____
City Clerk

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

The City's primary response area/EOA is the City of Berkeley as depicted as #2 on the Alameda County map below.

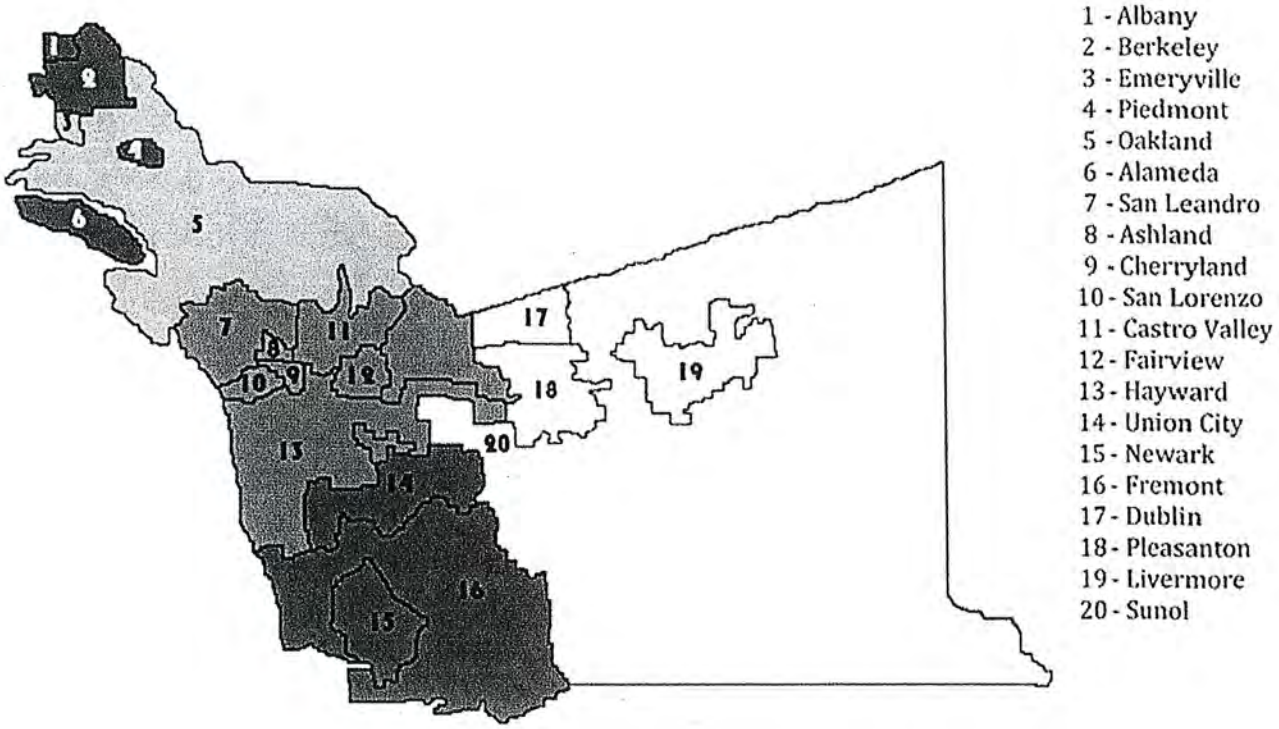

EXHIBIT B - MINIMUM INSURANCE REQUIREMENTS

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

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

E. Endorsements and Conditions:

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

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

EXHIBIT C - DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

   1.3 Does not have a proposed debarment pending; and,

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

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

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

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

Name: Dee Williams-Ridley
Signature: D. Williams-Ridley
Title: City Manager
Date: 6/6/19

EXHIBIT D - HIGH RISK PATIENT DESCRIPTION

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

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

EXHIBIT E - MANDATORY DATA FIELD REQUIREMENTS

A. Location of incident
B. Approximate time of patient contact
C. Patient name
D. Residence
E. Age
F. Weight
G. General assessment
H. Past medical history
I. History of present illness/ injury
J. Mechanism of injury
K. Medications
L. Allergies
M. Physical assessment
N. Vital signs (BP, Pulse, Respirations, Skin signs, SpO_2)
O. Treatment administered
P. Response to treatment
Q. Narrative
R. Glasgow Coma Scale
S. Signature/name of person completing PCR

EXHIBIT F - COMMUNICATIONS EQUIPMENT

1. Radio Equipment:

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

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

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

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

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

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

2. Cellular Phones

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

3. 12 Lead ECG Transmission

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

EXHIBIT G - CITY'S USER FEES - 911 SYSTEM

	^^Rate Effective as of 7/1/2019
Bundled Base Rate	$2295.00
Mileage per mile	$51.78
Oxygen	$171.45
***Treat, Non-transport Rate**	$460.27

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

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