EMERGENCY MEDICAL DISPATCH SERVICE AGREEMENT

C-2019-54

Alameda County Emergency Medical Services

and

Alameda County Fire Department

Date: 6/30/2019

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DEFINITIONS AND ACRONYMS

ACFD	Alameda County Fire Department, or any successor organization or successor governmental entity. Alameda County Fire Department is responsible for the administration and operations of the Alameda County Regional Emergency Communications Center.
ACRECC	Alameda County Regional Emergency Communications Center which is solely administered and managed by ACFD.
ANI/ALI	Automatic Number Identification/ Automatic Location Identification.
AQUA™	Advanced Quality Assurance software - automates the process of performing a complete case review, data collection, and analyzing and retrieving data.
Board of Directors	Board of Directors of the Alameda County Fire Department and governing body of the ACFD.
County	The County of Alameda.
County EMS	Alameda County Emergency Medical Services, a Division of Health Care Services Agency, and designated as the Local EMS Agency (LEMSA) for Alameda County.
Designee	Person authorized by authorized leadership of County EMS or ACFD to act on behalf of County EMS or ACFD on all issues pertaining to services and provisions provided under this Agreement.
Dispatch Steering Committee	Dispatch Steering Committee meets quarterly to discuss ongoing QI processes, personnel inter-rater reliability, and other issues as appropriate.
EBRCS	East Bay Regional Communications System, a state-of-the-art P25 compliant communications system for the public agencies within Alameda and Contra Costa Counties managed by the East Bay Regional Communications System Authority.
ECaTS	Emergency Call Tracking System. **911** Call Reporting System that provides real-time reporting analytics to the **911** industry.
EMS Director	The director of the Alameda County Emergency Medical Services, a Division of the Health Care Services Agency.
Emergency Medical Dispatch (EMD)	A systematic program of handling medical calls where trained dispatchers, use locally approved EMD guidelines, quickly and properly determine the nature and priority of the call, dispatch the appropriate response, then give the caller instructions to help treat the patient until the responding EMS unit arrives.
EMS Medical Director	The physician in the position of Medical Director for Alameda County Emergency Medical Services, a Division of the Health Care Services Agency.

Emergency Medical Dispatcher	A person certified by the National Academy of Emergency Medical Dispatch to provide emergency medical dispatch services in accordance with established guidelines (Medical Priority Dispatch System (MPDS)), and employed by an emergency medical dispatch provider agency
Emergency Medical Dispatch Medical Direction	The medical aspects of the emergency medical dispatching and communication are an integral part of the responsibilities of the EMS Medical Director.
EMS Policies	Policies and procedures issued by the Alameda County Emergency Medical Services Agency that are contained in the Alameda County Emergency Medical Services Field Manual and/or Administration Manual, which may be revised from time to time.
Fire Chief	The chief executive officer of the ACFD.
Fiscal Year	The annual period commencing on July 1 and ending June 30.
IAED	International Academies of Emergency Dispatch
LEMSA	Local Emergency Medical Services Agency, as defined in California Health and Safety code, Division 2.5, 1797.94.
MPDS	Medical Priority Dispatch System. A system that standardizes and codifies the operation of EMD through call prioritization and pre-arrival instructions. MPDS categorizes Emergency medical calls using an escalating scale of severity assigned to medical conditions, from most severe (Echo and Delta) to least severe (Alpha).
NAEMD	National Academy of Event Management and Development
Pre-Arrival Instructions (PAIs)	Medically-approved scripted instructions given in time-critical situations where correct evaluation, verification, and advice is given by trained emergency medical dispatchers to callers that provide necessary assistance and control of the situation prior to arrival of emergency medical services personnel.
ProQA®	Software system that guides the dispatcher through the process of collecting vital information from the 9-1-1 caller, obtaining victim status, recommending an appropriate dispatch level, and instructing the caller with industry approved protocols until the first responder and ambulance units arrive at the scene.
PSAP	Public Safety Answering Point. A call center responsible for answering 9-1-1 calls for police, fire, and ambulance services.
Quality Assurance Unit (QAU)	QAU team is charged with the internal QI review between EMD manager and EMD-Q's.

SECTION 1 - INTRODUCTION

1.1 The Alameda County Emergency Medical Services (COUNTY EMS) is a division of the Alameda County Health Care Services Agency (HCSA) governed by the Board of Supervisors of the County of Alameda, California. The Alameda County Fire District (ACFD) is a dependent special district of the County of Alameda, and a separate legal entity from the County. ACFD is governed by a five-member Board of Directors, whose membership is identical to the membership of the County Board of Supervisors, as authorized under Health & Safety Code (H&SC) section 13835.

1.2 The Local Emergency Medical Services Agency (LEMSA) is a department or office having primary responsibility for administration of emergency medical services in a county and which is designated pursuant to Chapter 4 commencing with Section 1797.200 (H&SC 1797.94). The Board of Supervisors has designated COUNTY EMS as the Alameda County LEMSA.

1.3 In each designated EMS area, the LEMSA may develop and submit a plan to the State Emergency Medical Services Authority (EMSA) for an emergency medical services system according to the guidelines prescribed pursuant to Section 1797.103 (H&SC 1797.250).

1.4 The LEMSA shall, consistent with such plan, coordinate and otherwise facilitate arrangements necessary to develop the emergency medical services system (H&SC 1797.252).

1.5 Every LEMSA shall have a full or part-time licensed physician and surgeon as medical director, who has substantial experience in the practice of emergency medicine, as designated by the county or by the joint powers agreement, to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system (H&SC 1797.202.(a)).

1.6 As per State regulations (H&SC 1797.220), the EMS Medical Director shall provide medical oversight to the dispatch center. For the purposes of this Agreement, duties of the EMS Medical Director include:

1.6.1. Participation in the Alameda County Regional Emergency Communication Center (ACRECC) Advisory Board, Quality Improvement Steering Committee, and the Medical Dispatch Review Committee (MDRC) as described in Section 8.

1.6.2. Review and approval of all medical protocols that need specific input of the local medical director under Medical Priority Dispatch System (MPDS).

1.6.3. Review and approval of the medically-appropriate, minimum level of response for all dispatch determinant codes as required by MPDS.

1.7 The local EMS Agency, using state minimum standards, shall establish policies and procedures approved by the EMS Medical Director of the local EMS agency to assure medical control of the EMS system. The policies and procedures approved by the EMS Medical Director may require basic life support emergency medical transportation services to meet any medical control requirements including dispatch, patient destination policies, patient care guidelines, and quality assurance requirements. (H&SC 1797.220).

1.8 ACFD agrees to follow all medical and operational policies as defined in Alameda County EMS policy manuals directly pertaining to dispatch, including EMS policies and practices regarding use of the ReddiNet computerized emergency communications network.

1.9 ACFD agrees to provide Emergency Medical Dispatch (EMD) service for medical calls as defined by the algorithms in the Medical Priority Dispatch System (MPDS) protocols and as stated in this Agreement.

1.10 ACFD provides EMD service to all areas of unincorporated Alameda County except for Fairview. All public safety answering points (PSAPs) within the County's exclusive ambulance operating area shall transfer calls to the ACRECC for the County-contracted 911 Ambulance Service Provider. The City of Oakland provides EMD services through their fire department and transfers emergency medical service incident information to ACRECC for the County-contracted 911 Ambulance Service Provider. ACFD may contract with other cities within the County to provide Pre-Arrival Instructions (PAIs) via MPDS.

SECTION 2 - TERM

This Agreement is for the provision of Emergency Medical Dispatch (EMD) service commencing July 1, 2019 and continuing through June 30, 2024 with an option to extend for up to five (5) additional years, upon mutual agreement between the County EMS Director and the ACFD Fire Chief.

SECTION 3 - SCOPE OF SERVICES

3.1 ACFD shall provide EMD Service, in accordance with MPDS standards, twenty-four hours a day, seven days a week, three hundred and sixty-five days per year.

3.2 ACFD may provide dispatch services for the County-contracted 9-1-1 Ambulance Service Provider under the terms of their mutual agreement.

3.3 ACFD shall provide dispatch services for County-based alternative behavioral health transport resources in the 9-1-1 System.

3.4 ACFD shall track and provide dispatch services for mutual aid resources during large scale events, mass casualty incidents, or disasters.

3.5 ACFD shall operate the dispatch center in accordance with applicable laws and National Fire Protection Association® (NFPA) Codes and Standards. ACFD shall also consider nationally recognized standards of best practices established by professional associations (e.g.: Association of Public-Safety Communications Officials, and National Emergency Number Association), and recommendations of the ACRECC Advisory Board.

3.6 ACFD shall maintain continuous accreditation as an Accredited Center of Excellence (ACE) by the National Academies of Emergency Dispatch (NAED®).

3.7 ACFD shall maintain a Computer-Aided Dispatch (CAD) system capable of:

3.7.1 Tracking the status of resources to include ACRECC-contracted FRALS providers and parties mentioned in 3.2 (if contracted with ACRECC), 3.3 and 3.4;

3.7.2 Data entry of locations of incidents by street address, intersection, common place name, or latitude/longitude coordinates;

3.7.3 Alerting ACRECC resources of new incidents by voice, printed message, radio announcement, and/or page;

3.7.4 Data entry of pertinent information related to active incidents;

3.7.5 Ensuring that all ACRECC systems and electronic interfaces are maintained and working;

3.7.6 Tracking all dropped calls by time elapsed before the call was dropped;

3.7.7 Tracking all calls placed on hold, including the amount of time the caller was kept on hold; and

3.7.8 Tracking calls for which First Responder Advanced Life Support (FRALS) and/or ambulances dispatched by ACRECC which were sent to an incorrect location including cause if known and if call resulted in a late response.

3.8 ACFD shall utilize appropriate EBRCS-compatible radio systems for dispatch communications at ACRECC.

3.9 ACFD shall adhere to the following NAED® standards:

3.9.1 Every 9-1-1 call received by ACRECC will receive the appropriate EMD service as per NAED and MPDS.

3.9.2 All dispatchers shall be certified in EMD by the NAED® before handling any "live caller" and shall maintain certification for the duration of their employment.

- If a dispatcher certification expires, that dispatcher may be allowed, at the discretion of ACFD, to staff a position in the Center but shall not work as a position requiring EMD until the certification is renewed.

3.9.3 Pre-Arrival Instructions shall be given to the caller based on MPDS.

3.9.4 Patient updates, including updates to MPDS determinants, shall be given to all County-contracted Ambulance Service Providers responding to the scene.

3.9.5 ACRECC-dispatched FRALS units shall receive updates on their ACRECC designated channels.

3.10 Standards

3.10.1 ACFD shall maintain 9-1-1 telephony equipment in accordance with all State, Federal, and industry standard guidelines.

3.10.2 Emergency Medical 9-1-1 calls shall be answered in accordance with NFPA 1221 standards. Calls not answered within the initial 15 second limit shall not be considered compliant, except where ACFD can demonstrate to the satisfaction of COUNTY EMS that the workload of the dispatch center required ACRECC to apply the "emergency rule" and temporarily suspend the provision of PAIs.

3.10.3 Emergency medical 9-1-1 calls shall be processed from the time the location is verified until the recommended units are notified in accordance with NFPA 1221 standards, with the following exceptions:

- A call requiring the use of translation services.
- The workload of the dispatch center requires that ACRECC apply the "emergency rule" and temporarily suspend the provision of PAIs.

3.10.4 Data on call-answering and -processing times shall be provided to the EMS Director within thirty (30) calendar days following the end of each calendar month in which the responses occur.

SECTION 4 - QUALITY IMPROVEMENT

4.1 ACFD shall use AQUA™ software to perform continuous Quality Assurance/Quality Improvement (QA/ QI) review in accordance with NAED® standards.

4.2 ACFD shall provide monthly AQUA reports® to COUNTY EMS within thirty (30) calendar days following the end of each calendar quarter.

4.3 ACFD shall work collaboratively with the other ACE-accredited dispatch center(s) in Alameda County to assess best practices and ensure consistent implementation of both MPDS and NAED® standards.

SECTION 5 -REQUIRED REPORTS

5.1 The following reports shall be submitted and/or made available online quarterly to the EMS Director:

5.1.1. Total number of medical calls

5.1.2. Total number of calls dispatched without utilizing the EMD/ProQA system

5.1.3. Number of dropped calls by jurisdiction by time elapsed before the call was dropped (3.7.5)

5.1.4. Call answering times (3.10.2)

5.1.5. Call processing times (3.10.3)

5.1.6. Determinant Drift Report.

5.1.7. QI Summary Report.

5.2 If COUNTY EMS is able to generate the reports from a data collection system such as AQUA™, FirstWatch, Zoll, or ESO, ACFD will be relieved of the responsibility to submit these reports.

5.3 ACFD shall inform the EMS Director of any and all incidents or events regarding the provision of services under this Agreement by ACFD at ACRECC that fall within COUNTY EMS's Unusual Occurrences Policy. ACFD shall provide notice to the EMS Director through submission of an EMS Unusual Occurrence Report.

SECTION 6 - FACILITY LOCATION/ PERSONNEL REQUIREMENTS

6.1 The ACRECC dispatch center is located within the Lawrence Livermore National Laboratory and may be relocated as approved by the ACFD after consultation with the ACRECC Advisory Board.

6.2 ACFD shall ensure all Emergency Medical Dispatchers maintain continuous certification in Advanced Emergency Medical Dispatch by the NAED.

6.3 ACFD shall ensure all Emergency Medical Dispatchers provide medical dispatch services utilizing the MPDS®.

6.4 ACFD shall provide Emergency Medical Dispatchers training in the use of ProQA® dispatch software.

6.5 ACFD shall ensure that in the absence of dispatch supervisors, qualified and trained personnel working "out-of-class" (acting) will be used.

6.6 All individuals employed by ACFD are employees of the ACFD. Neither the County of Alameda nor COUNTY EMS shall be liable for the direct payment of any salary, wages, or other compensation to ACFD's personnel performing services hereunder, or any liability other than that provided for in this Agreement. Neither the County nor COUNTY EMS shall be directly liable for compensation or indemnity to any of ACFDs employees for injury or sickness arising out of his/her employment, except as part of the COUNTY EMS's payment of indirect expenditures and Risk Management cost to ACFD and as otherwise provided by this Agreement.

SECTION 7 - ADMINISTRATION

7.1 **Liaison from ACFD to COUNTY EMS**

7.1.1. The Fire Chief, or appropriate designee, and EMS Director, or appropriate designee, shall meet as needed to discuss issues pertaining to:

a. Budget;

b. Operational issues, including changes to service delivery;

c. Technical issues related to information technology and system components; and,

d. Dispatch operational issues related to EMS field unit reporting and system status management.

7.1.2. Changes to this Agreement shall be with the written consent of both the Fire Chief and the EMS Director, and as approved by the Board of Supervisors and Board of Directors as appropriate.

7.2 **Records**

7.2.1. ACFD shall maintain sufficient records to enable contracting cities (see Exhibit F) to meet their reporting obligations and needs as they relate to the provision of services as provided for in this Agreement, and services related to performance obligations required in other agreements which COUNTY EMS has or may enter into (e.g., EMS FRALS agreements) with cities. To the extent that COUNTY EMS is able to generate the reports from the data collection system (ProQA® | AQUA™, FirstWatch, Zoll, and ESO); ACFD will be relieved of the responsibility to submit these reports.

7.2.2. ACFD shall provide to COUNTY EMS within 10 business days all financial and other records requested by the EMS Director.

7.2.3. It is understood by COUNTY EMS and ACFD that ACFD will continue the current practice of a yearly independent audit of ACFD's financial performance. ACFD shall provide such audit reports to the EMS Director within thirty (30) calendar days of completion.

7.3 **Cooperation With Other Contracted EMS Dispatch Centers**

7.3.1. ACFD shall use its best efforts to explore the possibility of establishing a process or entering into an agreement to provide backup dispatch service in the event the center is unable to provide service due to an emergency.

7.3.2. Any executed agreements shall be sent to the EMS Director within forty-five (45) calendar days following execution of the agreement.

SECTION 8 - ACRECC ADVISORY BOARD AND OTHER REQUIRED COMMITTEES

8.1 The purpose of the **ACRECC Advisory Board** shall be to:

8.1.1. Develop and/or review of the ACRECC Strategic Plan and Annual Plan;

8.1.2. Identify opportunities for improvement of services based on best practices;

8.1.3. Establish and adhere to the Advisory Board By-Laws;

8.1.4. Review and advise on the annual ACFD portion of the ACRECC budget;

8.1.5. Notwithstanding any other provision in this Agreement, the ACRECC Advisory Board is not a separate legal entity, and its sole purpose is to advise ACFD.

8.1.6. Notwithstanding any other provision in this Agreement, the ACRECC Advisory Board is advisory to the ACFD Board of Directors only, and has no independent decision-making power or authority of any kind or nature whatsoever.

8.2 COUNTY EMS shall be entitled to one voting representative on the ACRECC Advisory Board.

8.3 ACFD shall utilize quality improvement structures as described in the MPDS.

8.3.1. **QAU** - Internal QI review between EMD manager and EMD-Q's

8.3.2. **Dispatch Steering Committee** (DSC) - review results from the QAU:

- The EMS Medical Director or designee shall attend the Steering Committee.
- The DSC shall meet quarterly.
- The DSC shall discuss ongoing QI processes, personnel inter-rater reliability, and other issues as appropriate.
- The members of the DSC shall consist of the following:
  - Dispatch Center Manager
  - Dispatch Center Quality Assurance Manager
  - EMS Medical Director and/or his designee
  - County's contracted 911 ambulance provider representative
  - ACRECC Dispatch Shift Supervisor
  - Oakland Fire Department representative
  - ACFD's Division Chief with ACRECC responsibility

8.3.3 Other committees as appropriate.

SECTION 9 - PAYMENT

9.1 ACFD shall be compensated for Dispatch Services as set forth in EXHIBIT A - PAYMENT SCHEDULE FOR DISPATCH SERVICES.

9.2 Payment to ACFD will be made by journal voucher ninety (90) calendar days in advance of services in equal monthly installments upon receipt of an invoice.

9.3 COUNTY EMS shall remit payments within thirty (30) calendar days of receipt of invoice.

SECTION 10 – GROUNDS FOR WITHHOLDING PAYMENT

10.1 **Failure to Meet Standards**- COUNTY EMS shall withhold payment described in Section 9 and Exhibit A for infractions described in 10.1.1.-10.1.3. Payment(s) withheld for these infractions shall be accumulated and withheld from the final monthly payment for that fiscal year. ACFD shall be notified monthly of any infraction and withholding of payment to allow for completion of the dispute resolution process described in section 12.3.

10.1.1. Failure to maintain continuous NAED® Accreditation (section 3.6.): COUNTY EMS shall withhold $25, 000 per month until documentation of renewal is received by COUNTY EMS.

a. If accreditation is obtained by the end of the contract year (June 30) the payments shall not be withheld.

b. If accreditation is not obtained by the end of the contract year (June 30) or the payments withheld reaches a total of $100,000, COUNTY EMS may find ACFD in material breach of contract.

10.1.2. Failure to ensure all dispatchers remain certified in EMD by the NAED® (section 3.9.2):

a. If a dispatcher performs the duties of an EMD without a valid NAED® certification COUNTY EMS shall withhold $10,000 per month per employee. Failure to rectify the issue in a timely manner, or if the payment withheld reaches $100,000, COUNTY EMS may find ACFD in material breach of contract.

b. Dispatchers returning to full duty after a long term illness or injury (90 days or greater) whose certification may have lapsed during the absence due to doctor imposed work restrictions would be exempt from the $10,000 withholding.

10.2 If the infraction is upheld by the HCSA Director following the dispute resolution process described in 12.3, the withheld payment(s) shall be tabulated and permanently withheld from, up to, but not to exceed, the final month's payment ($302,050.50) for that fiscal year, as determined by COUNTY EMS.

10.3 ACFD shall be responsible for complying with all requirements in this Agreement and COUNTY EMS shall be responsible for evaluating and monitoring compliance at the service start date, however, fines shall not be assessed for three months after the service start date.

SECTION 11 - BREACH OF CONTRACT

11.1 Material Breach

11.1.1. Acts or omissions that shall constitute a material breach by ACFD include:

a. Sustained failure to maintain continuous NAED® Accreditation. (see 10.1.2)

b. Sustained failure to meet contract compliance regarding employees maintaining current certifications required for accreditation with NAED®. (see 10.1.3)

c. Failure of ACFD to provide services under this Agreement in substantial compliance with the requirements of the applicable Federal and State, laws, rules, and regulations shall constitute a material breach by ACFD.

d. Falsification of data supplied to COUNTY EMS 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 this Agreement; however, negligent or unintentional supplying of any data shall not be grounds for terminating this Agreement.

e. Failure to maintain equipment in accordance with the requirements of this Agreement; however, negligent or unintentional maintenance of equipment shall not be grounds for terminating this Agreement.

f. Failure to provide assurances of performance as required by Section 12.4.

11.1.2. Failure to meet contract compliance regarding payment (see Section 9 and Exhibit A) shall constitute a material breach by COUNTY EMS.

11.2 **Notice and Cure of Material Breach**

11.2.1. The non-breaching party shall give the breaching party written notice, return receipt requested, setting forth with reasonable specificity the nature of a material breach.

11.2.2. The breaching party shall have the right to cure the material breach within ten (10) calendar days of receipt of notice. Within five (5) calendar days of receipt of a material breach notice, the breaching party shall deliver to the non-breaching party, in writing, a plan of action to cure the material breach or its reasons for disputing any claim of a material breach.

11.2.3. If the material breach, by its nature, cannot reasonably be cured within ten (10) calendar days, the breaching party may request additional days to complete the cure of the breach. Such a request by the breaching party shall not be unreasonably denied by the non-breaching party. The non-breaching party shall respond immediately to such a request but in no event later than 10 calendar days after the request is received. If the non-breaching party fails to respond within 10 calendar days to the request, the request for additional time will be deemed granted in favor of the breaching party.

11.3 Remedies

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

11.3.2. The non-breaching party's remedies for any breach are non-cumulative and in addition to any other remedy available to the non-breaching party under this Agreement or at law.

SECTION 12 - ADMINISTRATIVE PROVISIONS

12.1 Continuous Service Delivery

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

12.2 Quarterly Expenditure Report

No later than forty-five (45) calendar days following the end of each quarter, ACFD shall deliver to COUNTY EMS a report setting forth the actual expenditures for ACRECC during the preceding quarter and the percentage of the budget, which such expenditures represent.

12.3 Administrative Dispute Resolution Process

12.3.1. In the event that either party disputes the other party's performance of this agreement pertaining to the provision of service or the withholding of payments, that fall short of a Material Breach, the COUNTY EMS Director (or his/her designee) and the ACFD Fire Chief (or his/her designee) shall meet and attempt to resolve the dispute.

12.3.2 If a resolution cannot be reached by the above individuals, the matter shall be submitted to the HCSA Director for final administrative determination.

12.3.3 This Section does not impact the parties' rights and responsibilities pursuant to Section 11, above.

12.4 Assurance of Performance

12.4.1. If at any time, COUNTY EMS believes ACFD may not be adequately performing its obligations under this Agreement or that ACFD is not performing the Services as required by this Agreement, COUNTY EMS shall provide notice to the ACFD of the specific nature of ACFD's allegedly deficient performance and may thereupon request

from ACFD a prompt reply as to the notice of deficiency, and a reasonable written plan for the correction of deficiencies in ACFD's performance. If ACFD does not agree with the allegations made by COUNTY EMS regarding deficient performance, ACFD must nonetheless provide a timely written response explaining its position. If ACFD does not agree with the allegations made by COUNTY EMS regarding deficient performance, ACFD may submit the issue to the dispute resolution process.

12.4.2. ACFD shall provide such reply and, where appropriate, a written plan within twenty (20) calendar days of the receipt of COUNTY EMS's notice and shall thereafter diligently commence and fully perform such written plan.

12.4.3. ACFD's failure to reply to such notices or to provide a written plan may constitute material breach of this Agreement.

12.5 **Mutual Termination**

This Agreement may be terminated at any time by mutual consent of the ACFD and COUNTY EMS.

12.6 **Termination for Cause**

If either party fails to cure any material breach, following notice and opportunity to cure, in accordance with Section 11.3 above, either party, upon written notice, may terminate this Agreement for cause. The termination shall be effective on the date specified in the written notice.

SECTION 13 - GENERAL PROVISIONS

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

To County EMS: **County of Alameda**
Alameda County EMS
1000 San Leandro Blvd., Suite 200
San Leandro, CA 94577
Attn: EMS Director

To ACFD: **Alameda County Fire District**
6363 Clark Avenue
Dublin, CA 94568
Attn: Fire Chief

13.2 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.

13.3 Any party may change its address for notice by giving the other party notice of the change in any manner permitted by this Agreement.

13.4 **Mutual Indemnification**

13.4.1. Except as otherwise specifically provided in this Agreement or any attachment hereto, to the fullest extent authorized by law ACFD, shall defend, indemnify, and hold harmless the County, its Board of Supervisors, elected and appointed officials, officers, employees, volunteers, and COUNTY EMS (the County Indemnitees) free and harmless from any and all claims for damage or injury to persons or property of whatsoever kind or nature, including consequential damages, based or asserted upon any act or omission of or purported act of omission of ACFD, its elected or appointed officials, officers or employees in connection with or arising out of the performance by ACFD (ACFD Liabilities), except to the extent such Liabilities arose solely from the acts or omissions of the County Indemnitees.

13.4.2. Except as otherwise specifically provided in this Agreement or any attachment hereto, to the fullest extent authorized by law the County shall defend, indemnify, and hold harmless the ACFD, its elected and appointed officials, officers, and employees (the AFCD Indemnitees) free and harmless from any and all claims for damage or injury to persons or property whatsoever kind of nature, including consequential damages, based or asserted upon any act or omission of or purported act of omission of the County, its elected or appointed officials, officers or employees in connection with or arising out of the performance by the County (the County Liabilities), except to the extent such Liabilities arose solely from the acts or omissions of the ACFD Indemnitees.

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: Lauri McFadden
Signature

Name: **Lauri McFadden**

Title: EMS Director

Date: _____

By: _____
Signature

Name: **Richard Valle**

Title: President of the Board of Supervisors

Date: 6/27/19

Approved as to Form:

By: _____
K. Scott Dickey
Assistant County Counsel

Alameda County Fire District

By: _____
Signature

Name: **David Rocha**

Title: Fire Chief

Date: 8/1/19

By: _____
Signature

Name: **Richard Valle**

Title: President of the Board of Directors

Date: 6/27/19

Approved as to Form:

By: _____
Heather M. Littlejohn
Deputy County Counsel

EXHIBIT A - PAYMENT

1. As described in Section 9 and in consideration for the provision of services defined in this Agreement, COUNTY EMS shall compensate ACFD **$3,624,606 annually ($302,050.50 monthly)** for the first fiscal year of the Agreement.
2. For each successive fiscal year beginning **July 1, 2020**, annual contract cost will be based on prior year's annual cost, adjusted in accordance with the Consumer Price Index (CPI) for All Urban Consumers, San Francisco-Oakland adjustment.

EXHIBIT B – MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, ACFD, 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 or equivalent self-insurance:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	**COMMERCIAL GENERAL LIABILITY** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 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	$1,000,000 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: $100,000 per accident for bodily injury or disease

D **ENDORSEMENTS AND CONDITIONS**:

1. **Additional Insured:** All insurance required above with the exception of 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.
2. **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.
3. **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.
4. **Insurer Financial Rating:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and 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.
5. **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.

6. **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.
7. **Cancellation of Insurance:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **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 contract
   - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)

Certificate C-1 *Form 2001-1 (Rev. 03/15/06)*

E. GENERAL AND AUTO LIABILITY:

- ACFD shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than $10 million insuring all liability of ACFD and its authorized representatives arising out of and in connection with the provision of service by ACFD under this Agreement.
- County/County EMS shall be named as an additional insured and the policy shall contain cross liability endorsements. An endorsement shall be provided which states that the ACFD coverage is the primary insurance and that no other insurance affected by County/County EMS will be called upon to contribute to a loss under this coverage. ACFD may self-insure to these limits of coverage. ACFD shall furnish County/County EMS with original certificates and amendatory endorsements effecting coverage required by this clause.
- County/County EMS shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than $10 million insuring all liability of County/County EMS and its authorized representatives arising out of and in connection with the provision of service by the County/County EMS under this Agreement.
- ACFD shall be named as an additional insured and the policy shall contain cross liability endorsements. An endorsement shall be provided which states that the County/County EMS coverage is the primary insurance and that no other insurance affected by ACFD will be called upon to contribute to a loss under this coverage. County/County EMS may self-insure to these limits of coverage. County/County EMS shall furnish ACFD with original certificates and amendatory endorsements effecting coverage required by this clause.