

AGREEMENT WITH
AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.,
d/b/a AMERICAN MEDICAL RESPONSE
FOR
PROVISION OF EMERGENCY AMBULANCE AND RELATED SERVICES
(VENTURA COUNTY EMS AREA 3 – SIMI VALLEY)

THIS AGREEMENT is entered into as of the 1st day of July, 2021, by and between the County of Ventura, on behalf of its Emergency Medical Services Agency, a division of the Public Health Department, a political subdivision of the State of California, hereinafter called "County" or "VC EMS," and American Medical Response Ambulance Service, Inc., f/k/a Laidlaw Medical Transportation Service, Inc., d/b/a American Medical Response, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, pursuant to Government Code section 31000, County may contract with independent contractors for the furnishing of specified services to or for County or any department thereof; and

WHEREAS, pursuant to Health and Safety Code section 1797.224 and other applicable provisions of law, County has previously established exclusive operating areas for emergency ambulance services and providers and has contracted with Contractor, or with an entity to which Contractor is the successor, for provision of such services in Exclusive Operating Area 3 ("Area 3" or "EMS Area 3"); and

WHEREAS, pursuant to such prior contract(s), Contractor, directly or in combination with or as successor to Contractor's predecessor(s) in interest, has continuously provided emergency ambulance service within Area 3; and

WHEREAS, County has determined that a new contract should be entered with Contractor to continue Contractor's services as County's contracted emergency ambulance services provider for Area 3 under the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor represents that it is willing, able, and desirous of continuing to be County's contracted emergency medical services provider for Area 3 pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

1. **Services to be Performed by Contractor.** Contractor shall provide exclusive emergency ambulance services for each contracted area, except for mutual and automatic aid, in accordance with the terms and conditions described herein and as further detailed in Schedule B, attached hereto and incorporated herein. Such services will be performed in a competent and efficient manner and in accordance with all applicable federal, state and local laws. The glossary of terms set forth in Schedule A, attached hereto and incorporated by this reference, shall apply to this Agreement, unless otherwise clear from the context.
2. **Term; Termination.**
 - 2.1. Initial Term. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2021 through June 30, 2024 for the geographic area known as EMS Area 3. A map of EMS Area 3 (or "EOA3") is attached as Exhibit A. The prior agreement between the parties shall remain in full force and effect and govern operations and all other matters between the parties through and including June 30, 2021. Effective on and after July 1, 2021, at 12:01 a.m., this Agreement shall govern and the prior Agreement shall be terminated and superseded except with regard to rights or obligations that would survive as a matter of law or pursuant to section 21 of the prior Agreement.
 - 2.2. Renewal Terms. Review of Contractor performance will take place beginning July 1, 2023, according to the Contractor's Review Process set forth in Exhibit B. Up to two (2) additional one (1) year extensions of the term of this Agreement may be obtained, at County's discretion.
 - 2.3. Termination. If, at any time, County reasonably determines that Contractor has failed to comply with any of the provisions of this Agreement, County shall give written notice setting forth the specific deficiency, the required correction and a reasonable time period to correct the deficiency. Upon County's determination that Contractor has failed to timely cure the deficiency, County may terminate this Agreement upon 90 days' written notice. County's right to terminate this Agreement may be exercised without prejudice to any other remedy to which County may be entitled.
 - 2.3.1 Material Breach

- 2.3.1.1 County may, subject to the provisions below, by written notice of material breach to Contractor, terminate this Agreement in any one of the following circumstances:
- 2.3.1.2 Failure of Contractor to operate the ambulance service system in a manner which enables County and Contractor to remain in substantial compliance with the requirements of applicable federal and state laws, rules and regulations.
- 2.3.1.3 Failure to meet the monthly response time requirements set forth in Schedule B for a period of 3 consecutive months or a total of 4 months during any fiscal year, commencing on July 1, 2021.
- 2.3.1.4 Chronic failure to meet the various clinical standards required in this Agreement.
- 2.3.1.5 Intentional falsification of data supplied to County during the course of operations, including by way of example, but not limited to, dispatch data, patient report data, response time data, financial data, or downgrading of presumptive run code designations to enhance Contractor's apparent performance, or falsification or deliberate omission of any other data required under this Agreement.
- 2.3.1.6 County may terminate this Agreement upon 24 hours' notice in the event that any failure by Contractor constituting an immediate threat to the general public health and safety that is not cured to the satisfaction of County's Board of Supervisors ("Board") or its designee within such time. In the event County intends to terminate this Agreement for a material breach except pursuant to the foregoing sentence, Contractor shall first receive a notice of the material breach stating the nature of the material breach and shall have 30 days to cure such material breach to the satisfaction of County. If such material breach is not so cured, County may issue a notice of termination stating any material breach and the effective date of the termination, which shall be at least 30 days from the date of the notice. Contractor shall be entitled to request a hearing by notice to the Clerk of the Board within 10 days after receipt of any notice of termination. In the event of such notice, the Agreement shall remain in effect until a determination has been made, following the hearing. The hearing shall be held, at the discretion of the Board, either before the Board, or before a hearing officer appointed by the Board. At the hearing, both County and Contractor shall be entitled to present evidence relevant to the issue of whether

County has good cause for termination according to the provisions of this Agreement. Evidence shall be presented and considered as provided for in Government Code section 11513. In the event a hearing is held before a hearing officer of the Board, a proposed decision shall be prepared by the hearing officer which shall be submitted to the Board. The Board may adopt or modify the decision, or may remand the matter to the hearing officer for further proceedings.

3. **Bi-annual Review of Standards.** Review of the standards established in this Agreement, set forth in Exhibit C, will take place beginning July 1, 2023 and again on July 1, 2024 and may result in revision of the Agreement by mutual written agreement of the parties. If Contractor does not meet the new mutual written standards developed during a bi-annual or subsequent review, Contractor may be deemed in material breach of this Agreement.

4. **Payments.**

- 4.1 Contractor understands and agrees that Contractor shall have no right to any compensation from County, and shall not bill or charge County, for any pre-hospital emergency services or transport provided to persons who are indigent and shall bill the financially responsible party. The foregoing shall not preclude Contractor from billing or seeking to collect from third-party payor sources such as, by way of example, but without limitation, Medi-Cal, Medicare, and/or California Children's Services ("CCS"), to the extent allowed under applicable law and so long as County does not become obligated to reimburse any person or entity. Contractor expressly agrees to accept as full payment for covered services rendered to any person qualifying for Medi-Cal, Medicare, or CCS, for whom a billing to such program is allowable under applicable law, the amount provided for and payable under such program. The foregoing shall not prevent Contractor from billing patients or other responsible parties for co-payments or other cost-sharing amounts, or for non-covered services (e.g., services for which coverage has been denied by Medicare). Obtaining or recovering payment from any such third-party payor shall be at the sole cost and risk of Contractor. Contractor shall not discount ambulance fees billed to third-party payors regulated under this Agreement.

For purposes of this Agreement, "indigent" shall be defined as any person whose personal assets and income would qualify him or her for aid under

criteria established by County or applicable law, which person is not covered by any type of categorical aid, such as Medi-Cal or CCS. With respect to persons who are not indigent and/or who are covered by a type of categorical aid such as Medi-Cal or CCS (i.e., a "program"), Contractor shall have no claim or right to compensation from County, but may bill and seek compensation from the individual, third-party payors or the program, in accordance with this Agreement, at Contractor's sole cost and risk.

- 4.2 As specifically related to persons who are arrested or otherwise taken into custody by a police or other governmental agency (i.e., "arrestees" as distinguished from persons who are in a prison or jail facility and who might, for example, be termed "prisoners") and who are transported for hospital or other emergency care from the field or a location other than from a jail, prison or other place of incarceration or civil detention, to the extent allowed under applicable law, Contractor shall not bill or charge County for any pre-hospital emergency services or transport provided to any such person. The foregoing shall not preclude Contractor from billing or seeking to collect from the individual or from third-party payor sources such as, by way of example, but without limitation, an insurance company, MediCal, Medicare, and/or CCS, to the extent allowed under applicable law and so long as County does not become obligated to reimburse any person or entity. Contractor expressly agrees to accept as full payment for covered services rendered to any such person qualifying for MediCal, Medicare, or CCS, for whom a billing to such program is allowable under applicable law, the amount provided for and payable under such program. The foregoing shall not prevent Contractor from billing patients or other responsible parties for co-payments or other cost-sharing amounts, or for non-covered services (e.g., services for which coverage has been denied by Medicare). Obtaining or recovering payment from the individual, an insurance carrier, or any other third-party payor shall be at the sole cost and risk of Contractor.
- 4.3 Other than as set forth above, or as elsewhere provided in this Agreement, County shall have no obligation to make any payments to Contractor for provision of services pursuant to this Agreement.
5. **No Employment Relationship.** Contractor is an independent contractor, and no relationship of employer and employee is created by this Agreement.

- 5.1 Neither Contractor nor any of the persons performing services for Contractor pursuant to this Agreement, whether said person be a member, partner, employee, agent, volunteer, associate, subcontractor or otherwise of Contractor, will have any claim under this Agreement or otherwise against County for sick leave, vacation pay, retirement, social security, workers' compensation, disability, unemployment insurance or other employee benefits of any kind.
- 5.2. **Compliance with Workers' Compensation Laws.** Contractor will comply with all applicable provisions of the Workers Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all applicable similar state and federal acts or laws, and will indemnify and hold harmless County from and against all claims presented, brought or recovered against County, for or on account of any liability under any of said laws which may be incurred by reason of any services to be performed under this Agreement.
- 5.3. **Indemnity for Claims of Employer-Employee Relationship.** Contractor agrees to defend, through attorneys approved by County, indemnify and hold harmless County and its boards, agencies, departments, officers, employees, agents and volunteers from and against any and all claims, lawsuits, judgments, debts, demands, and liability (including attorney fees and costs) (collectively, "Claims") made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. Contractor further agrees to hold County harmless from and to compensate County for any Claims against County for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this Agreement. Contractor will not settle or otherwise compromise a Claim covered by this section without County's advance written approval. This section does not apply to any assessment imposed by any governmental agency that is not caused by or the fault of Contractor.
6. **Insurance Provisions.** Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by VC EMS.
- 6.1. Contractor, at its sole cost and expense, shall obtain and maintain in full force

during the term of this Agreement the following types of insurance:

- 6.1.1. Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
- 6.1.2. Commercial Automobile Liability coverage in the minimum amount of \$2,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.
- 6.1.3. Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer’s Liability in the minimum amount of \$1,000,000. In signing this Agreement, Contractor makes the following certification, required by section 1861 of the Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- 6.1.4. Professional Liability (Medical Malpractice) coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- 6.2. If any liability coverage is “claims made,” Contractor must, for a period of three years after the date when this Agreement is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of Agreement services or purchase an extended reporting period endorsement (tail coverage).
- 6.3. Except for professional liability and workers’ compensation, all insurance required shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of Contractor’s insurance coverage and shall not contribute to it.
- 6.4. If Contractor does not carry excess coverage, County is to be notified immediately if any aggregate insurance limit is exceeded and additional coverage must be purchased to meet requirements.
- 6.5. County and VC EMS are to be named as Additional Insureds as respects work done by Contractor under the terms of this Agreement on all policies required

(except Workers' Compensation and Professional Liability).

- 6.6. Contractor agrees to waive all rights of subrogation against County, its boards, agencies, departments, officers, employees, agents, and volunteers for its losses arising from work performed by Contractor under the terms of this Agreement.
- 6.7. Contractor shall not cause policies to be cancelled, non-renewed or reduced in scope of coverage until after sixty (60) days' written notice has been given to County.
- 6.8. Prior to the effective date of this Agreement, Contractor shall furnish VC EMS with the following insurance documents:
 - 6.8.1. Certificates of Insurance for all required coverages.
 - 6.8.2. Additional Insured endorsements.
 - 6.8.3. Waiver of Subrogation endorsements (AKA: Waiver of Transfer Rights of Recovery against Others, Waiver of Our Right to Recover from others).
 - 6.8.4. Changes in Insurance. County may, upon recommendation of its Risk Manager, not more than once every two years, increase the minimum dollar amounts for insurance required by this Agreement or add additional insurance requirements, but every such change shall be reasonable and not excessive under the circumstances. If Contractor disagrees with a proposed change, the matter shall be reviewed by the Board and the determination of the Board shall govern.
7. **Indemnification and Hold Harmless.** To the fullest extent permitted under applicable law, Contractor shall indemnify, defend (at County's request) and hold harmless County and its boards, agencies, departments, officers, agents, volunteers, and employees, from and against any and all liability, claims, loss, damage, or expense of whatsoever nature (including, without limitation, attorney's fees and all other costs of defense) arising out of or related to any injury or death to any person or any damage to any person or property or claim arising from or related to County's entering into this Agreement with Contractor or any negligent or wrongful act or omission by Contractor, its officers, agents, volunteers or employees in the performance of this Agreement, including without limitation all consequential damages. Except as provided above, County shall indemnify, defend and hold harmless Contractor, its officers, agents, volunteers, and employees, from and against all liability, claims, loss,

damage, or expense of whatsoever nature arising out of or related to any injury or death to any person or any damage to any person or property arising from or relating to any negligent or wrongful act or omission by County, its officers, agents, or employees, in connection with County's performance or implementation of this Agreement.

In the event of concurrent negligence of Contractor, its officers, agents, volunteers, and/or employees, and County, its officers, agents, volunteers and/or employees, in connection with any tort claim, then the liability for any and all claims for injuries or damages to persons and/or property in such instance shall be apportioned under the California theory of comparative negligence as then existing, and each party shall then bear its own entire costs of defense, including attorney's fees. Nothing in the foregoing limits in any respect the obligation of an insurance carrier to provide full defense and indemnity for County, its officers, agents, volunteers and/or employees where County is named as an additional insured on insurance required under this Agreement. Neither Contractor nor its officers, agents, volunteers, or employees are to be deemed an agent or agents of County and vice versa.

8. **Non-Discrimination.** No person shall, on the basis of race, color, national origin, ancestry, religious affiliation or non-affiliation, sex, gender identity, sexual orientation, marital status, age (over 40), disability, medical condition, political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- 8.1. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's personnel policies shall be made available to County upon request.
- 8.2. Contractor shall provide that patients are accepted for care without discrimination on the basis of race, color, national origin, ancestry, religious affiliation or non-affiliation, sex, gender identity, sexual orientation, marital status, age, disability, medical condition, political affiliation, or ability to pay for services.
9. **Assignments and Subcontracts.** Except for the purposes of mutual aid, Contractor will not assign this Agreement or any portion thereof to a third party

without the prior written consent of County. Any attempted assignment by Contractor without the prior written consent of County will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Agreement. County may withhold its consent to assignment at its discretion. In the event County consents to assignment, the obligations of Contractor herein shall be binding on Contractor's assigns.

- 9.1. Except for the purposes of mutual aid, Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the written consent of the VC EMS administrator or his or her authorized representative.
- 9.2. All assignees, subcontractors, or consultants approved by the VC EMS administrator or his or her authorized representative shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the acts and/or omissions of all assignees, subcontractors or consultants.
- 9.3. All agreements between Contractor and any subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.
10. **Entire Agreement.** Except as set forth in section 2.1, this Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to Contractor providing the subject services to County and contains all the covenants and agreements between the parties with respect to the provision of such services. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises or agreements, other than as specifically set forth herein, have been made by any party, or anyone acting on behalf of any party.
11. **Amendment.** Any amendment to this Agreement shall not be valid or binding unless in writing and signed by each of the parties hereto.
12. **Records.** Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, and to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the

quality, appropriateness and timeliness of services performed. Contractor shall make available for County's inspection, as related to Ventura County operations, its financial records for review or audit at any place designated by County and if requested, Contractor shall provide copies of specific financial records to County.

- 12.1. Contractor shall maintain and preserve all records relating to this Agreement in its possession or in the possession of any third party performing work related to this Agreement for a period of four (4) years from the termination of this Agreement, or until audit findings are resolved, whichever is later.
13. **Accounting and Auditing Procedures.** Contractor shall maintain accurate fiscal and administrative records in conformance with standard accounting practices as required by County's Auditor-Controller and the VC EMS administrator or his or her authorized representative, as shown in Exhibit D.
 - 13.1. Such records shall be open to inspection of County's Auditor-Controller or other County officials as determined by the VC EMS administrator or his or her authorized representative at any reasonable time.
 - 13.2. Annual financial statements (unaudited), for Ventura County services, shall be submitted to Ventura County Emergency Medical Services Agency within three (3) months of the end of CONTRACTOR's fiscal year. Such statements shall be open to inspection by Auditor-Controller and VC EMS staff. The financial statements shall be considered the property of Contractor and all information contained therein shall be solely for use by VC EMS or County's Auditor-Controller for review to determine compliance with the terms of this Agreement.
 - 13.3. County's Auditor-Controller or other designated County officials may audit all records of Contractor and will submit copies of all findings to Contractor. Contractor is encouraged to respond to any and all audit findings. Copies of these responses shall be forwarded to VC EMS.
 - 13.4. Contractor shall maintain separate financial records for its Ventura County operation under this Agreement.
14. **Compliance with Applicable Laws.** All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable

quality assurance regulations.

15. **Notices.** All notices required or permitted under this Agreement shall be made in writing and served by personal delivery, overnight mail, or by United States first-class mail, postage prepaid, on the other party at the following address:

To County: Ventura County Emergency Medical Services Agency
 Attention: EMS Administrator
 2220 East Gonzales Road, Suite 200
 Oxnard, CA 93036
 Facsimile # 805 981-5300

To Contractor: Vice President
 American Medical Response Ambulance Service, Inc.
 616 Fitch Ave
 Moorpark, CA 93021

With copy to: Law Department
 c/o Global Medical Response, Inc.
 6363 S. Fiddlers Green Circle, Suite 1500
 Greenwood Village, CO 80111

Service of notice shall be deemed complete on the date of actual delivery, if by personal delivery or overnight mail, or at the expiration of the third day after the date of mailing (whether or not actually received by the addressee), if by United States first-class mail. A party may change that party's address as set forth in this section by serving notice as provided in this section.

16. **Governing Law; Forum; Venue.** This Agreement shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to agreements entered into and fully to be performed therein. The parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the parties' obligations under this Agreement are to be performed in Ventura County. Accordingly, the parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California,

with venue in Ventura County.

17. **References Include Future Amendments.** References in this Agreement to statutes, ordinances, laws, regulations, and EMS policies and procedures mean and include the same as they presently exist, and, as of and from the dates they are effective, amendments and successor provisions that may be adopted from time to time.
18. **Construction of Covenants and Conditions.** Each term and each provision of this Agreement shall be construed to be both a covenant and a condition.
19. **Cumulative Remedies.** The exercise of, or the failure to exercise, any legal right or remedy in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other right or remedy, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement. All rights and remedies shall be deemed cumulative, not exclusive.
20. **Headings (Captions).** The headings (captions) of articles, sections, and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
21. **Survival of Obligations.** Termination of this Agreement shall not affect any right or obligation hereunder which shall have previously accrued, or which shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement. This provision shall not be deemed to limit any survival of obligations that would occur as a matter of law.
22. **Successors-In-Interest.** This Agreement shall be binding on the heirs, successors, and assigns of the parties. Each and every term and condition of this Agreement shall be binding upon and enforceable by County against any successor in title of, or to any interest in, Contractor.
23. **Bankruptcy.** This Agreement, at the option of County, shall be terminable in case of bankruptcy, voluntary or involuntary, or insolvency of Contractor, but shall be unaltered by bankruptcy, reorganization, or insolvency of Contractor.
24. **No Waiver.** Failure by either party to insist upon strict performance of any term, condition, or covenant in this Agreement shall not be deemed a waiver of or a relinquishment of that party's rights to enforce any term, condition or covenant.

25. **No Influence on Referrals.** No remuneration is being given or promised under or in connection with entering this Agreement which is intended to influence or be based on the referral or recommended referral by either party, or any person or entity, of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be fair and reasonable as well as consistent with the fair market value for the services provided or to be provided.
26. **Change in Circumstances.** If at any time during the Term of this Agreement, due to circumstances beyond the reasonable control of the parties, there is a significant change in transport volumes in the EOA, that result in substantial financial hardship to Contractor, either party may request that the other meet and confer in good faith to develop a resolution. Potential resolutions include but are not limited to: (i) agree to continue the Agreement without changes; (ii) adjustments to the economic model of this Agreement; or (iii) modifications to the performance requirements of the Agreement. The parties shall meet and confer within thirty (30) days' written notice of the change in circumstances, shall negotiate in good faith to resolve the issues raised by the change in circumstances, and if they are unable to resolve the issues in sixty (60) days, the parties agree to mediation with an independent expert in EMS to be completed within one hundred twenty (120) days of the original notice of the change in circumstances.
27. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way; provided, however, if any such term or provision is deemed material by a party, said party has the right to terminate this Agreement by giving ninety (90) days' notice of said party's election to terminate.
28. **Legal Representation.** Each party warrants and represents that in executing this Agreement, the party has relied upon legal advice from attorneys of the party's choice; that the terms of this Agreement have been read and their consequences (including risks, complications and costs) completely explained

to the party by those attorneys; and that the party fully understands the terms of this Agreement. Each party further acknowledges and represents that the party has executed this Agreement freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this Agreement.

29. **Third-Party Beneficiaries.** Except for indemnitees under sections 5.3 and 7 above, this Agreement does not, and the parties to this Agreement do not intend to, confer a third-party beneficiary right of action on any third party whatsoever, and nothing set forth in this Agreement will be construed so as to confer on any third party a right of action under this Agreement or in any manner whatsoever.
30. **Interpretation of Agreement.** For purposes of interpretation, this Agreement shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the Agreement. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this Agreement. Where appropriate in the context of this Agreement, the use of the singular shall be deemed to include the plural, and vice versa; the use of the masculine shall be deemed to include the feminine and/or neuter, and vice versa; and the use of "including" or "include" shall be deemed to mean "including, but not limited to" or "include, but not be limited to" or similar variant.
31. **Counterparts.** This Agreement may be executed in two or more counterparts (including by electronic means, e.g., DocuSign), each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. True and correct copies may be used in lieu of the original for all purposes.

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have affixed their hands.

Contractor

Dated: 3/25/21

By: *E. B. Van Horne*

Edward B. Van Horne

Chief Operating Officer

American Medical Response

Ambulance Service, Inc.

County

Dated: 3/23/21

By: *Linda Parker*

Chair, Board of Supervisors

County of Ventura

Attest: *Michael Powers*

Clerk of the Board of Supervisors

County of Ventura, State of California



By: *Don Key*
Deputy Clerk of the Board

SCHEDULE A
GLOSSARY OF TERMS

The following definitions shall apply throughout this Agreement:

1. **Advanced Life Support (ALS):** Advanced Life Support as defined in section 1797.52 of division 2.5 of the Health and Safety Code.
2. **ALS Ambulance:** An ambulance and ALS equipment and ALS staffing (minimum one paramedic and one EMT) that meet applicable VC EMS policies.
3. **Arrival at the scene:** The time that the ambulance arrives at the street address, or other geographic specification stated by the dispatcher with wheels stopped.
4. **Automatic Vehicle Location (AVL):** A combination of radio communications and computer equipment which when integrated with a computer aided dispatch system provides a visual image of the location of vehicles and communicates the geographical locations to the computer aided dispatch system.
5. **Base Hospital (BH):** As defined in section 1797.58 of division 2.5 of the Health and Safety Code.
6. **Collection Rate:** Net patient receivables divided by gross patient billings.
7. **Computer Aided Dispatch (CAD) System:** Computer hardware and software for automating dispatch of emergency resources.
8. **Contractor:** The party providing emergency ambulance and related services under the agreement.
9. **Co-payment:** That dollar amount which, under Medicare guidelines, patients are required to pay and which is not paid by Medicare under a policy of accepting assignment.
10. **Dedicated Standby:** The locating of an ambulance at the scene of an incident which has a high probability of producing injured patients, at the request of a public safety entity, when such incident could not have been predicted and therefore the standby could not have been arranged prior to the request.
11. **Downgraded:** When the dispatcher notifies an emergency ambulance that an emergency response may be decreased to a lower level such as No Code/Code 2 from Code/Code 3.
12. **Emergency Ambulance Call Volume:** The number of requests for emergency ambulance responses within a particular time period that were dispatched.

13. **Emergency Medical Services Authority (EMSA):** As defined in Division 2.5 of the Health and Safety Code.
14. **Emergency Medical Services (EMS) Continuous Quality Improvement (CQI) Plan:** The Ventura County Continuous Quality Improvement plan.
15. **Emergency Medical Services (EMS) Medical Director:** The physician designated by Ventura County as EMS Medical Director in accordance with section 1797.202 of division 2.5 of the Health and Safety Code.
16. **Emergency Medical Technician-Paramedic (EMT-P):** An individual who meets the qualifications in section 1797.84 of division 2.5 of the Health and Safety Code and who is currently accredited to practice as an EMT-P in Ventura County.
17. **Exclusive emergency ambulance provider area; exclusive operating area:** As defined in division 2.5 of the Health and Safety Code.
18. **Field Care Audits:** As referred to in section 100170 of division 9 of title 22 of the California Code of Regulations.
19. **First Notification:** Time ambulance is first notified by the VCFPD Fire Communications Center.
20. **First Responder Advanced Life Support Unit (FRALSU):** A non-transport fire engine or squad with ALS equipment and ALS staffing that meet applicable VC EMS policies and procedures.
21. **First Responder Agencies:** Initial response, non-transporting agencies whose personnel provide basic or advanced life support at the scene of medical emergencies.
22. **Gross Patient Billings:** The full dollar amount of County-authorized and billed patient charges.
23. **Interfacility Transfer:** The ambulance transport of a patient from one acute care hospital or similar facility to another acute care hospital or similar facility.
24. **Major Multiple Victim Incident:** An incident as specified in VC EMS Medical Incident Response Plan policy.
25. **Medical Control:** As defined in division 9, chapter 4, title 22 of the California Code of Regulations.
26. **Indigent:** Any person whose personal assets and income would qualify him or her for aid under criteria established by County and not covered by any type of categorical aid, including Medi-Cal or California Children's Services.

27. **Mobile Intensive Care Nurse (MICN):** As defined in section 1797.56 of division 2.5 of the Health and Safety Code.
28. **Non-Life Threatening:** Specific definition will be included in prioritized dispatch protocols as established by VC EMS.
29. **Code/Code 3 Response:** An initial response to 9-1-1 calls requiring use of lights and sirens to provide prehospital emergency medical care to save a life, prevent undue suffering, or to reduce or prevent disability.
30. **No Code/Code 2 Response:** An initial response to 9-1-1 calls not requiring the use of lights and sirens to provide prehospital emergency medical care.
31. **Prioritized Dispatch:** The process of using a medically approved system to dispatch appropriate aid to medical emergencies, which includes: (1) systematized caller interrogation; (2) systematized pre-arrival instructions; and (3) protocols which match the dispatcher's evaluation of the injury or illness type and severity with vehicle response mode and configurations.
32. **Population Density:** Contractor agrees to the following definitions of population density for the purpose of this agreement.
 - 32.1 **Metro:** All census places with a population density of greater than 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of greater than 500 persons per square mile.
 - 32.2 **Urban:** All census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population of 101 to 500 persons per square mile .
 - 32.3 **Suburban:** All census places with a population density of 51 to 100 persons per square mile; or census tracts and enumeration districts without census tracts which have a population of 51 to 100 persons per square mile.
 - 32.4 **Rural:** All census places with a population density of 7 to 50 persons per square mile; or census tracts and enumeration districts without census tracts which have a population of 7 to 50 persons per square mile.
 - 32.5 **Wilderness:** - Census tracts or enumeration districts without census tracts which have a population of less than seven persons per square mile.
33. **State Guidelines:** Emergency Medical Services Systems Standards and Guidelines, published by the state EMSA.

34. **System Status Plan:** A description of the number of ambulances and their pre-assigned locations for time of day and day of week which includes relocation of ambulances based upon the remaining number of available ambulances.
35. **Unusual System Overload:** A situation, that could not have been predicted based upon past call volume data, in which over 66.6% of ambulances, scheduled by the ambulance company, for that hour within the current system status plan, are assigned to an emergency call from the time of dispatch through up to 20 minutes after the time of arrival at the receiving hospital.
36. **VC EMS:** Ventura County Emergency Medical Services Agency. Operates as the local emergency medical services agency as defined in Division 2.5 of the Health and Safety Code.
37. **VCFPD:** Ventura County Fire Protection District.

SCHEDULE B

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SCHEDULE B

1. **Services to Be Performed by Contractor.**
 - 1.1. **Uninterrupted Emergency Ambulance Service.** Contractor shall provide continuous uninterrupted emergency ground ambulance transportation and prehospital emergency medical care 24 hours a day, 7 days a week throughout the term of this Agreement. All requests for prehospital emergency medical care shall be met by Advanced Life Support equipped and staffed ambulances. The service shall be provided according to the specifications set forth in this Agreement and according to standards, policies, and procedures established by VC EMS.
 - 1.2. **Public Information and Education.** Contractor shall provide public information and education relative to recognition of emergency medical conditions, EMS system access, cardiopulmonary resuscitation, first-aid, and injury prevention to the citizens of Ventura County. Contractor will advise VC EMS at least annually of public information and education activities performed.
 - 1.3. **Data Collection and Reporting Functions.** Contractor shall provide EMS system data collection and reporting functions according to specifications set forth by VC EMS.
 - 1.4. **Compliance Provisions.** Contractor shall comply with all provisions of the EMS Policies and Procedures Manual or its successor, the VC EMS Continuous Quality Improvement Plan or its successor, and Ventura County Ordinance Code sections 2421 et seq. or their successor.
2. **Ambulance Response Time Performance Standards.**
 - 2.1. **Calculation of Response Times.** Response time shall be calculated from the time of first notification of the ambulance with all information necessary to respond to the call (including address and presumptive condition of the patient) until the time that the ambulance arrives on-scene. Arrival on-scene shall be determined when the ambulance crew notifies the dispatcher, via mobile computer or radio, of its arrival (wheels stopped) at the scene of the emergency or until the ambulance is canceled by the dispatcher. In the event of a missed call to the dispatcher, automatic vehicle location data may be used to confirm arrival on-scene in accordance with section 5.2.2. The closest available ALS Ambulance will be dispatched by VCFPD to all 9-1-1 calls for service. VC EMS

- will work with the ALS transport providers and the VCFPD Fire Communications Center to establish guidelines and requirements. Contractor shall comply with all such guidelines and requirements. If guidelines and requirements change response time requirements or response volume is modified and Contractor demonstrates an associated financial impact, VC EMS agrees to meet and confer with Contractor over that impact to cost or revenue.
- 2.2. If an ambulance response is downgraded by the dispatcher or by other first responder, only the time from its initial dispatch until the time that it is downgraded to below a Code/Code 3 Response shall be counted as its response time.
 - 2.3. Calls cancelled prior to arrival at the scene will not be calculated in response times. Calls that are over the required time at the time of cancellation will be counted as a late response.
 - 2.4. In the event that no ambulance is available at the time of first notification, the response time shall be calculated from the time of first notification (initial dispatch) to the time that an ambulance arrives at the scene of the emergency.
 - 2.5. **Response Time Standards.** Effective on and after July 1, 2021, Contractor shall respond as follows:
 - 2.5.1. **Eight (8) Minute, Zero (0) Second Response Zone.** Contractor shall place an ambulance at the scene within eight (8) minutes, zero (0) seconds, 90% of the time on all Code/Code 3 Response calls as defined by VC EMS, measured from time of first notification to arrival at scene, as entered into the CAD System, which shows time in hours, minutes, and seconds calibrated to the National Bureau of Standards, in the incorporated and unincorporated portions within and contiguous to Ojai, Santa Paula/Fillmore, Simi Valley, Moorpark, Thousand Oaks, Camarillo, Oxnard, and Ventura which meet the definition in State Guidelines of metro/urban areas. In the event that a First Responder ALS Unit or Ambulance Support Vehicle arrives on scene prior to the ALS transport unit and within eight (8) minutes, zero (0) seconds, or when responding to an acute care hospital, this will extend the required ALS transport unit response time requirement to ten (10) minutes, zero (0) seconds. In this instance, ALS transport unit response time in excess of ten (10) minutes, zero (0) seconds will be counted as late. The maximum response time for Code/Code 3 Responses shall be no longer than fifteen (15) minutes, zero (0) seconds, 100% of the time.

For responses within the eight (8) minute, zero (0) second response zone that are dispatched as No Code/Code 2 Response by the VCFPD Fire Communications Center, Contractor shall place an ambulance at the scene within fifteen (15) minutes, zero (0) seconds. For clarity, the response times in this section 2.5.1 are considered on time if the ambulance arrives at the applicable maximum minutes and zero seconds and the ambulance is late if it arrives at the applicable maximum minutes and one second, e.g., 8:00 is on-time and 8:01 is late for a Code/Code 3 Response.

2.5.2. Twenty (20) Minute, Zero (0) Second Response Zone. Contractor shall place an ambulance at the scene within twenty (20) minutes, zero seconds, 90% of the time, measured from time of first notification to arrival at scene, as entered into the CAD System, which shows time in hours, minutes, and seconds calibrated to the National Bureau of Standards, in areas which meet State Guidelines for suburban/rural population density and are immediately accessible by any of the following roads: Highway 101 south (east) of Mussel Shoals, Highway 33 north from Fairview Road to Wheeler Gorge Campground, Highway 150 east from Boardman Road to VCFPD Station 20, Highway 150 west of Highway 33 to Casitas Station, Highway 150 north and west from Bridge Road to VCFPD Station 20, Highway 126 east to Torrey Road, Highway 1 south of Hueneme Road to Sycamore Cove, Sycamore Canyon, Piru, Box Canyon, and California State University at Channel Islands. The maximum response time shall be no longer than forty (40) minutes, zero (0) seconds, 100% of the time. For clarity, the response times in this section 2.5.2 are considered on time if the ambulance arrives at the applicable maximum minutes and zero seconds and the ambulance is late if the ambulance arrives at the applicable maximum minutes and one second, e.g., 20:00 is on-time and 20:01 is late.

2.5.3. Thirty (30) Minute, Zero (0) Second Response Zone. Contractor shall place an ambulance at the scene within thirty (30) minutes, zero (0) seconds, 90% of the time, measured from time of first notification to arrival at scene, as entered into the CAD System, which shows time in hours, minutes, and seconds calibrated to the National Bureau of Standards in the following areas: Lake Piru, Highway 101 between Mussel Shoals and the Santa Barbara County Line, Highway 126 between Torrey Road and the Los Angeles County Line, Highway 1 between Sycamore Cove and the Los Angeles County Line, Highway 150 west of

Highway 33 between Casitas Station and the Santa Barbara County Line, Highway 33 between Wheeler Gorge Campground and the Rose Valley turnout, and Bell Canyon. The maximum response time shall be no longer than forty (40) minutes, zero (0) seconds, 100% of the time. For clarity, the response times in this section 2.5.3 are considered on time if the ambulance arrives at the applicable maximum minutes and zero seconds and the ambulance is late if the ambulance arrives at the applicable maximum minutes and one second, e.g., 30:00 is on-time and 30:01 is late.

2.5.4. **As Soon as Possible Response Zone.** Contractor shall place an ambulance at the scene as soon as possible, measured from time of first notification to arrival on scene, as entered into the CAD System, which shows time in hours, minutes, and seconds calibrated in the National Bureau of Standards, in areas not included above.

2.5.5. Population Density will be reviewed no less than every 2 years to update population by census tract. VC EMS may change areas from one response zone to another, or specify new times in a particular response zone or census tract, based on population changes. Response time areas may be modified by VC EMS based upon updated population density data. If response time areas are modified and Contractor demonstrates an associated financial impact, VC EMS agrees to meet and confer with Contractor over that impact to cost or revenue.

3. **Response Time Exceptions.** In County's monthly calculation of Contractor's response time performance, every emergency originating from within the exclusive emergency ambulance provider area shall be included except as follows:

3.1. In a multiple ambulance response to a single incident, only the response time of the first arriving ambulance shall be counted.

3.2. Good cause as determined by VC EMS. The burden of proof that there is good cause for a response time exception shall rest with Contractor and Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. In order to have an exception considered, responding units must notify the VCFPD Fire Communications Center at the time the delay is encountered or as soon as reasonably practicable given the circumstances and state their reason for the

delay. Good cause for an exception may include, but is not limited to, the following scenarios:

- 3.2.1. Incorrect or inaccurate dispatch information received from a calling party or 9-1-1 public safety answering point or from a public safety agency.
 - 3.2.2. Disrupted voice or data transmission.
 - 3.2.3. Inability to locate address due to non-existent address.
 - 3.2.4. Unavoidable delay caused by traffic congestion as the result of a vehicular accident to which the ambulance is responding when there is no alternate access to the incident.
 - 3.2.5. Unavoidable delays caused by road construction and/or closure.
 - 3.2.6. Unavoidable delays caused by trains.
 - 3.2.7. Off-road or off-paved road locations.
 - 3.2.8. Weather conditions which impair visibility and create other unsafe driving conditions.
 - 3.2.9. Gated, locked communities, entrance to apartment complex, or entrance to mobile home park.
 - 3.2.10. Period of unusual system overload.
 - 3.2.11. Unsafe scenes due to police or fire department activity or hostage situations requiring staging away from incident location.
 - 3.2.12. Diversions by hospitals.
 - 3.2.13. Power outages which affect ability to dispatch.
 - 3.2.14. Responding to, or while on scene of, a Dedicated Standby for a public safety agency, or VC EMS.
 - 3.2.15. Extended response time in Contractor's area when providing backup to a neighboring area.
 - 3.2.16. Excessive ambulance patient offload delay at receiving facility documented by dispatch.
4. **Contractor Request for Response Time Exception.** Contractor shall process data electronically through the Firstwatch Online Compliance Utility for all calls which exceed contract requirements. Contractor shall make any requests for response time exceptions on a monthly basis within 15 days of the end of the previous month.

5. **Response Time Compliance.** County desires Contractor to meet the 90% response time compliance requirement, without use of exceptions, except for those that are outside of Contractor's control.

5.1. **Assessments.**

Contractor will be assessed financial assessments for each life-threatening and non-life-threatening emergency call dispatched within Contractor's service area in which Contractor fails to meet the response time standards specified above, unless EMS determines that the call fell under one (1) or more of the exceptions listed above.

5.2. **Amounts of Assessments.**

If Contractor fails to meet the response time standards, Contractor shall be assessed the following amounts:

5.2.1. \$20 for each minute or fraction thereof exceeding the response time standard not to exceed a maximum of \$250 per incident.

5.2.2. \$250 for each call over the maximum response time. If an on-scene time is not documented, the call will be considered to have exceeded the maximum response time for purposes of an assessment. If an on-scene time is not documented but confirmed as compliant on-scene time, the response will not be calculated as late in the EOA compliance percentages.

5.2.3. \$250 if a delay in response to a 9-1-1 call is due to non-availability of a unit in violation of VC EMS Policy 605.

5.3. **Incentives.**

For each calendar month in which Contractor exceeds the requirements of these response time standards, Contractor shall be credited a lump sum for each percentage point above 92.5%. These shall be:

92.5-93.9% = 20% of the total dollars assessed above.

94-94.9% = 30% of the total dollars assessed above.

95-95.9% = 40% of the total dollars assessed above.

96-96.9% = 50% of the total dollars assessed above.

97-97.9% = 60% of the total dollars assessed above.

98-100% = 100% of the total dollars assessed above.

5.4. **Repercussions.** A 90% response time compliance by Contractor is considered acceptable to County under this Agreement. If County determines that Contractor has failed to chronically (i.e., 3 consecutive months or 4 total months

in a fiscal year) maintain a 90% response time performance level, as calculated on a monthly basis, County may determine that there is a material breach as described in section 2.3.1. of this Agreement. County will inform Contractor of the incidents and assessments incurred on a monthly basis. Contractor shall pay VC EMS all assessments within 45 days of receipt of notification. Interest at the rate of one and one-half (1.5) percent or the highest rate permitted by law, whichever is lower, will be assessed monthly if no payment is received after the 45th day of receipt of the notification.

6. **Deployment of Ambulances.** Contractor will be responsible for planning the dispatch of ambulances through the deployment of an adequate number of ambulances to meet the requirements of this Agreement. Any change in numbers of ambulances reducing the available emergency response force may be changed following consultation and agreement with VC EMS.

6.1 As of the writing of this Agreement, current countywide emergency ambulance daily deployment is as follows and may be changed following consultation and agreement with VC EMS:

EOA 1	24 hours	MED501
EOA 2	24 hours	MED421 / MED422
	12 hours	MED423
EOA3	24 hours	MED431 / MED432
	12 hours	MED433
	8 hours M-F	MED491
EOA4	24 hours	MED441 / MED442 / MED443 / MED444 / MED445
	12 hours	MED493 / MED494
EOA5	24 hours	MED451 / MED452
	12 hours	MED453
EOA6	24 hours	MED661 / MED662 / MED663 / MED664 / MED665
	12 hours	MED691
EOA7	24 hours	MED471 / MED472
	12 hours	MED473 / MED474 / MED492

6.2 Contractor agrees to coordinate with VC EMS for deployment of additional daily unit hours for peak call volume periods. The deployment of these unit hours will be coordinated in consultation with VC EMS with an anticipated start date of July 1, 2021.

EOA3	12 unit hours
EOA5	12 unit hours
EOA6	12 unit hours
EOA7	12 unit hours

7. **Medical Control.**

- 7.1. Prospective medical control of EMT-P personnel shall be according to the policies and procedures of the EMS Medical Director.
- 7.2. Immediate medical control shall be provided to EMT-P personnel by Base Hospital physicians, mobile intensive care nurses, or standing order protocols according to the policies and procedures of VC EMS.
- 7.3. Retrospective medical control shall be provided according to the standards set forth by VC EMS through quality improvement programs, including continuing education programs conducted cooperatively by Contractor, VC EMS, and the Base Hospitals.

8. **Contractor's Quality Improvement Program.**

- 8.1. Contractor shall have a quality improvement coordinator who shall meet the requirements specified below, or such higher standards as applicable law, state EMSA regulations or good practice require.
 - 8.1.1. A physician who has at least two years of experience at a Ventura County Base Hospital and is board-certified in emergency medicine; or
 - 8.1.2. A registered nurse who has at least two years of experience at a Ventura County Base Hospital, and is approved by the EMS Medical Director; or
 - 8.1.3. A paramedic with at least four years of experience and one year of experience as a preceptor in Ventura County, and is approved by the EMS Medical Director.
- 8.2. Contractor shall have, and fully implement, a detailed quality improvement ("QI") program which has been approved by VC EMS.
- 8.3. Contractor's QI program shall be based on VC EMS's CQI Plan, and shall involve cooperation with involved Base Hospitals and First Responder Agencies.
- 8.4. Contractor shall establish an on-going QI committee which shall include field EMT-Ps.
- 8.5. The QI program shall emphasize and include peer review.

- 8.6. A QI committee has been established by Contractor and shall be maintained at all times.
- 8.7 **Reimbursement to VC EMS for Quality Assurance and Contract Administration Costs.**
- 8.7.1 Effective on July 1, 2021, to the extent allowed under applicable law and required by County, Contractor shall reimburse County for its appropriate share of the quality assurance oversight, medical oversight, and contract administration costs provided and incurred by VC EMS relative to the operation and functioning of the emergency ground ambulance system in Ventura County as a whole, and Contractor in particular. The calculation of these costs will be made as provided below. These amounts will be due on the first day of each month, for the prior month, commencing August 1, 2021 (for July 2021).
- 8.7.2 The amounts payable by Contractor pursuant to this section 8.7 will be allocated on a pro rata basis to each of the seven (7) emergency ambulance service areas based on the population of each EMS Area as of June 1 each year as determined by VC EMS. VC EMS will estimate the population of the entire county and of each EMS Area as of June 1 preceding the start of each new fiscal year. VC EMS will use available census and other data for this purpose. Contractor will have the right to dispute VC EMS's population determinations with VC EMS. Determinations by VC EMS shall be final, subject to review by the Board, any alternative dispute resolution the parties may agree to, or judicial review. For consistency and administrative convenience, for years in which VCFPD compiles and makes population estimates or determinations for purposes of section 22.5, VC EMS will use the same population estimates or determinations for purposes of implementing this section. All percentages will be rounded to the nearest 1/10 of 1%.
- 8.7.3 The monthly amounts payable by Contractor will be determined by VC EMS based on the total actual cost of quality assurance oversight, medical oversight and contract administration provided by VC EMS, allocated on a pro rata basis to each of the seven (7) emergency ambulance service areas based on the population of each EMS Area as of June 1 each year as determined by VC EMS. VC EMS will notify Contractor each July of the monthly amount that will be due for the fiscal year. Payments shall be made within 45 days of receipt of invoice.

In no event shall the amount payable by a Contractor exceed the “not to exceed amount” as specified hereafter. Commencing on July 1, 2021 the FY 2021-22, the “not to exceed amount” shall be the FY 2020-21 amount adjusted by the change in the Consumer Price Index (CPI). (See section 39.) The “not to exceed amount” is also adjusted annually in July in accordance with the CPI changes addressed in section 39.

9. **Training/Education/Certification/Accreditation.**
- 9.1. **Field Training Officers (FTO).** Contractor shall designate a FTO who shall function as a trainer and perform other duties on behalf of Contractor. The FTO may function as the EMT-P preceptor only upon successful completion of the County EMS preceptor program. The name of each FTO and each preceptor shall be submitted to VC EMS within 10 days of appointment.
- 9.2. **Field Care Audits (Tape Review).** Contractor shall work cooperatively with the Base Hospitals and VC EMS in identifying and assisting with Field Care Audits.
- 9.3. **Mandatory Education for Local Paramedic Accreditation.** Contractor shall cooperate fully with VC EMS and Base Hospitals to notify paramedics of mandatory education programs. Examples of such programs are the Ventura County Skills Lab and mandatory bi-annual EMS updates. Contractor and its subcontractors shall pay an assessment of \$615 for each employee that fails to attend mandatory education within the time required for attending. If an employee is terminated from employment within 7 days of notification of non-compliance, the assessment to Contractor will be waived.
- 9.4. **Mandatory Training Required by VC EMS.**
- 9.5. Contractor will complete, within specified time frames, any additional training required by VC EMS. Failure to comply with the above requirements will result in a \$1,240 assessment. An additional \$125 will be assessed for each day over the time listed.
- 9.6. **Employee Interview by County.** Contractor will cooperate fully with County in the coordination of any interviews of an employee of Contractor by County.
10. **Ambulance Staff.** All ambulances will be staffed with either two paramedics or one paramedic and one EMT, and all non-transporting ALS response vehicles will be staffed with a minimum of one paramedic in accordance with the applicable VC EMS policies and procedures.
11. **Personnel and Working Conditions.**

- 11.1. **Workload Production.** Ambulance personnel may be required to work additional consecutive hours that are equal to one normal shift length, but may not work over 72 consecutive hours.
12. **Special Programs for Personnel.**
 - 12.1. **Critical Incident Stress Debriefing and On-going Stress Reduction.** Contractor shall establish and provide critical incident stress debriefing and on-going stress reduction programs which are documented, well publicized, and readily available to its personnel. This program may be contracted. An accurate description of this program shall be on file at VC EMS within 90 days of the execution of this Agreement.
 - 12.2. **Chemical Dependency.** Contractor shall have and provide an organized and documented plan to assist its personnel with chemical dependency problems. An accurate description of this program shall be on file at VC EMS within 90 days of the execution of this Agreement.
13. **Preventative Health Care.**
 - 13.1. **Immunizations.** Contractor shall provide to its employees, at no cost, MMR (measles, mumps, rubella) and HBV (hepatitis B) immunizations, semi-annual tuberculosis PPD (purified protein derivative) test and any other immunizations specified by County's Public Health Department.
 - 13.2. **Infection Control.** Contractor shall have written infection control policies and procedures which meet OSHA and Cal OSHA standards, as applicable. Testing and counseling services shall be provided to employees at no cost for employees exposed to serious infectious diseases. Contractor shall report any known employee exposures to VC EMS.
 - 13.3. **Wellness Programs.** Contractor shall establish and provide programs to foster wellness, according to OSHA illness and injury prevention standards.
14. **Supervisors.** Contractor shall designate field supervisors and have at least one field supervisor on duty at all times in the contracted area. All supervisors shall be currently certified and accredited as paramedics in Ventura County and authorized to staff an ALS Ambulance Support Vehicle under applicable VC EMS policies and procedures. The names of the persons designated as field supervisors shall be provided to VC EMS immediately following initial designation or any change in designation. If Contractor has more than one contract with County (i.e., contracts for multiple service areas), it may satisfy the requirement

for having at least one field supervisor on duty at all times in each contracted area by having no less than three (3) field supervisors on duty at all times, geographically positioned throughout the county.

- 14.1. **Key Personnel.** Contractor shall have key personnel responsible for the following areas employed at all times:
 - 14.1.2. All divisional functions on a daily basis, including field operations, contract compliance, quality improvement, training and risk management. This individual will direct, coordinate and monitor overall system performance to ensure high standards of service, and contractual compliance.
 - 14.1.3. Quality improvement program. This job category may be filled by a private contractor.
 - 14.1.4. Training and educational programs. This individual will provide for initial in-house orientation and training as well as ongoing in-service continuing education.
 - 14.1.5. Maintenance of ambulances and support vehicles.
 - 14.1.6. Overall analysis and coordination of resource deployment. This individual shall be responsible for monitoring all system performance to ensure proper vehicle staffing and placement, response time compliance and system status planning.
15. **Crew Stations.** Contractor agrees to provide crew stations for crews normally scheduled to work more than twelve (12) consecutive hours. These stations shall meet applicable OSHA and Cal OSHA specifications. All crew stations shall be secure and field personnel safety shall be a primary consideration. VC EMS reserves the right to inspect facilities, as needed, to ensure compliance.
16. **Health and Safety Programs.**
 - 16.1. **Health and Safety Committee.** Contractor shall establish a health and safety committee. The duties of the committee will include, but not be limited to, reviewing all employee accidents, vehicle accidents and injuries to determine preventability and making recommendations related to health programs. This committee shall meet on at least a quarterly basis.
 - 16.2. **Driver Training Program and Map Reading.** Contractor shall conduct a driver training program. All personnel shall complete this program before being permitted to drive an ambulance. Documentation of this training must be maintained by Contractor and readily available for inspection by VC EMS staff.
17. **Vehicles and Equipment.**

- 17.1. **Ambulance Specifications.** All front-line paramedic ambulances furnished hereunder by Contractor shall be Type III modular ambulances, shall be in good condition, and shall meet or exceed the State of California standards. Type II paramedic ambulances meeting previous contract terms may continue in operation until they are due for replacement under section 17.2, at which point they shall be replaced with a Type III modular ambulance. Ambulances utilized by Contractor primarily for interfacility transfers may be Type I, II, or III. All ambulances shall also meet or exceed the equipment standards of the State of California and VC EMS.
- 17.2. **Ambulance Replacement.** Contractor agrees to replace front-line ambulances and front-line supervisor vehicles once they have reached either six (6) years or 250,000 miles. Contractor may utilize vehicles exceeding these limits, in a reserve capacity, subject to annual review and approval of the VC EMS administrator.
- 17.3. **Vehicle Maintenance Program.** Contractor shall institute and maintain a preventative vehicle maintenance program including, but not limited to, the following provisions:
- 17.3.1 **Fleet Maintenance Plan.** Contractor shall have a plan for continuous service availability to all units. The plan shall also include preventative maintenance procedures.
- 17.3.2 **Fleet Maintenance Record Keeping.** Contractor shall provide fleet care record keeping that will document its preventative vehicle maintenance program as well as any other vehicle repairs.
18. **Medical Equipment/Supplies.**
- 18.1. **Inventory Quota.** Contractor shall maintain sufficient backup supplies for major medical equipment required to fully equip every ambulance. Additionally, Contractor shall maintain, within Ventura County, an average of 15 days' worth of EMS supplies.
- 18.2. **Equipment/Supplies Inventory per Ambulance.** Contractor shall, at all times, equip and supply ambulances according to the policies, procedures and protocols established by VC EMS. This inventory may be modified only with the approval of VC EMS.
- 18.3. **Ambulance Equipment/Supplies and Re-supply.** It shall be the responsibility of Contractor to re-supply all expendable supplies and medications utilized by

third-party first responders for those patients who are transported by Contractor. Contractor may charge user fees as allowed in section 30.1.2 to replace such expendable supplies.

- 18.4. **Equipment Maintenance.** Contractor shall establish and maintain a preventative maintenance program for major medical equipment that is consistent with manufacturer recommendations.
19. **Communications Equipment.**
 - 19.1. **Advanced Life Support Communications.** Contractor shall provide two-way communication between the paramedics and Base Hospital for Advanced Life Support communications. Cellular telephones may be utilized. Ambulances shall be equipped with radios to meet requirements of VC EMS Policy 905. All radio equipment used for ALS communication shall operate within the frequency requirements of the VCFPD Fire Communications Center. At the time that a countywide communications system is implemented, all ALS providers shall comply with the VCFPD Fire Communications Center communications plan.
 - 19.2. **VHF Radio Equipment.**
 - 19.2.1 Contractor shall provide two-way radios compatible with emergency medical network frequency and other necessary communications equipment as determined by VCFPD, VC EMS and the VCFPD Fire Communications Center for all approved ambulances of Contractor.
 - 19.2.2 Approved two-way radios for ambulances shall be simplex (push to talk), have appropriate power ranges, multiple private line and frequency capabilities, not less than sixty-four (64) channels, that recognize the needs of Contractor for multiple agency access and operations in varied terrain.
 - 19.2.3 The radios shall remain the property of Contractor. Radios presently installed in the ambulances that were purchased by County will remain the property of County, but Contractor is responsible for maintenance.
 - 19.2.4 Contractor shall re-program radio channels to be in line or compatible with the approved VCFPD radio plan and VC EMS recommendation in accordance with Policy 905.
 - 19.2.5 Contractor shall provide at minimum one hand-held radio per ambulance.
 20. **Dispatch of Calls.** The VCFPD Fire Communications Center will dispatch the closest available ALS Ambulance to any emergency call regardless of the

ambulance service area, subject to the provisions of the EMS Policies and Procedures.

21. **Radio Chargers and Spare Radios.** Contractor shall provide a radio charger for each portable radio or a spare battery pack. Contractor shall stock a surplus of EMS portable radios. These radios shall be available as replacements for radios undergoing repair and for incidents requiring more EMS radios than available on participating ambulances.

22. **Miscellaneous Requirements.**

22.1. **Dispatch Center.**

(a) All pre-hospital emergency ambulance dispatch will be handled by and through VCFPD as part of the Ventura County EMS system. The purpose is to provide the best possible, integrated pre-hospital emergency response and ambulance transport system to serve the public in Ventura County, including coordinated dispatch of fire and ambulance resources and dispatch of the closest available field unit for the promptest possible response to the person or persons in need. Thus, as part of each agreement for emergency ambulance and related services with respect to each of the seven (7) existing EMS Areas in Ventura County, of which this Agreement is one, VC EMS is requiring that all pre-hospital emergency ambulance dispatch (whether initiated by "9-1-1" calls, walk-ins, or seven (7) digit (regular line) emergency calls to VCFPD) be handled through and by VCFPD as part of the Ventura County EMS system. Contractor is and shall be required to be dispatched for all pre-hospital emergency ambulance calls by VCFPD.

(b) The contracted emergency ambulance provider for each EMS Area will be required to pay to VCFPD an appropriate share of a portion of VCFPD's overall costs of providing pre-hospital emergency ambulance dispatch service for the emergency ambulance provider and shall reimburse VCFPD for the contractor's share of such costs in accordance with the terms and provisions set forth hereafter. Contractor is the contracted provider for EMS Areas 2, 3, 4, 5, and 7. LifeLine Medical Transport ("LifeLine") is the contracted provider for EMS Area 1. Gold Coast Ambulance ("Gold Coast") is the contracted provider for EMS Area 6. The contracted providers have negotiated and agreed with VCFPD on a mutually acceptable formula and basis for sharing and determining the costs to be paid by each to VCFPD for provision of pre-hospital emergency ambulance dispatch

services, which costs and formula are acceptable to County and are incorporated as part of this Agreement and set forth below. It is understood and agreed that the costs to be borne by each contractor determined by the methodology set forth below do not exceed, nor may they under any circumstances exceed, the actual costs of provision of such dispatch services by VCFPD. In the unlikely event that the actual costs of providing pre-hospital emergency dispatch services for a particular contractor were to, at any time, be less than the contractor's share under the methodology set forth below, the contractor would be required to pay only the lesser amount, and in the event of an overpayment, a refund would be promptly required.

22.2. **Dispatch Operations Cost Recovery – VCFPD.** VCFPD estimates the annual cost of dispatch operations for FY 2020-21 for all of the contracted ambulance providers to be \$1,010,249. **This amount is less than full cost recovery.** Contractor, Gold Coast and LifeLine each agree to pay their respective shares of the annual cost of dispatch operations. The respective “base compensation rate” for each provider will be determined by VCFPD by allocating the annual amount on a pro rata basis based on the population in each EMS Area as of June 1 each year, compared to the total population in Ventura County on that date. In other words, if an EMS Area has 5% of the population of the county, the share (base compensation rate) payable by the contracted provider for that EMS Area shall be 5% of the annual base compensation rate. VCFPD will make the share determination based on its best, good faith determination or estimate utilizing available population data. The parties will have the right to discuss VCFPD’s population determination with VCFPD, but, subject to review by the Board, any alternative dispute resolution the parties may agree to, or judicial review, the determination by VCFPD shall be final. It is the further intent of the involved parties that all increases in operational costs of pre-hospital emergency ambulance dispatching shall be borne by each respective contractor based upon (1) increases in the CPI and (2) population growth increases as provided hereafter.

22.3. **Base Compensation Rate for Dispatch Services.** Commencing July 1, 2021, and each June 1 thereafter, the base compensation rate for dispatch services in effect at that time with respect to each EMS Area will be recalculated and adjusted as provided in sections 22.4 and 22.5. The new, adjusted base

compensation rate payable with respect to each EMS Area will become effective each July 1. Commencing June 1, 2022, and every other June thereafter, using estimated population data provided by the State of California for the preceding January 1, VCFPD will estimate the population in each EMS Area, to determine the actual base compensation rate payable with respect to each EMS Area, to be effective as of January 1 of that year. VCFPD will notify each contracted provider of its determination. (Attachment 1 attached hereto and incorporated herein by this reference provides an example of the intent of this section.)

22.4 **Adjustments Based on CPI.** On or before June 1 of each year, using the "All Urban Consumer - All Items" Los Angeles-Long Beach-Anaheim Consumer Price Index data, the actual percentage growth in the CPI will be established from the preceding twelve months. This CPI factor shall be used as an inflator factor to calculate the new annual base compensation payable for each EMS Area.

22.5. **Adjustments Based on Population Growth.** Beginning on June 1, 2022 and every other June thereafter, using population growth increase data supplied by the State of California, VCFPD will determine a percentage of population growth that has occurred for each EMS Area from the preceding twenty-four months. Said growth percentage shall be used as an inflator factor, along with the CPI percentage change pursuant to section 22.4, to calculate the new annual base compensation payable for each EMS Area. The percentage increases in CPI and population shall be added together and applied to the annual adjusted base compensation to determine the new annual adjusted base compensation amount. Every ten years or whenever new U.S. Census data is available, VCFPD will make prospective adjustments for the ensuing year (not retroactively) based on actual population growth data, which may result in a reduced, neutral or increased base compensation rate payable with respect to particular EMS Areas. VCFPD will make its determinations based on its best, good faith determination or estimate utilizing available population data. The parties will have the right to discuss VCFPD's population determinations with VCFPD, but, subject to review by the Board, any alternative dispute resolution the parties may agree to, or judicial review, the determinations by VCFPD shall be final.

22.6. **Invoicing and Payment.** After the initial base compensation rate calculation, annually, on or about July 1, VCFPD will calculate the total amount due to VCFPD for the ensuing fiscal year from each ambulance provider as provided

above. VCFPD will invoice one-fourth of the total due quarterly. The amount due shall be payable upon receipt of the invoice by the ambulance provider. Amounts due must be paid within fifteen (15) days of receipt of invoice or will be deemed late. A late fee will apply to all late payments in the amount of \$125 or 1%, whichever is greater, or at the highest percent permitted under applicable law if lower than 1%, for every 15 days beyond the initial "late date" until payment is made. VCFPD may bill for amounts due and may take any other actions it deems necessary, including, without limitation, bringing any collection actions it may deem appropriate, to enforce the payment provisions of this Agreement. Failure of Contractor to remain in good standing with the VCFPD Fire Communications Center process or to pay billings promptly will be deemed a material breach of this Agreement.

23. **Automatic Vehicle Location Devices.** Contractor shall purchase and maintain an automatic vehicle location device for each 9-1-1 response unit. These devices must be compatible with the VCFPD CAD system and receive VC EMS approval. In the event of a missed call to the dispatcher, automatic vehicle location data may be used to confirm arrival on-scene in accordance with section 5.2.2.
24. **Public Education.** Contractor shall provide a public education program. Contractor shall, in cooperation with VC EMS, develop goals and objectives for this program each fiscal year (July 1 – June 30). The initial period shall be July 1, 2021 to June 30, 2022. Contractor shall provide a written report of its public education activities over the period covered to VC EMS each fiscal year and continuing thereafter annually over the term of this Agreement. The report shall be due on or before August 15 each year, with the first report due on August 15, 2022. Public education programs will include, but not be limited to, when to access 9-1-1, senior citizens programs, and citizen cardiopulmonary resuscitation training programs.
 - 24.1. Failure to provide the referenced written report within the above requirements will result in a \$1,240 fee. An additional \$125 will be assessed for each day over the time listed above.
25. **Ventura College Paramedic Training Program.** Contractor shall participate with the local paramedic training program. Participation will include, but is not limited to, the provision of two EMS preceptors per class which meets the

requirements set forth in the California Code of Regulations, title 22, division 9, section 100150(h)(1)-(4) as well as complying with record and data collection.

26. **Backup Service.** Contractor shall develop and implement written agreements to request and provide backup service with adjoining providers. Copies of the agreements shall be submitted to VC EMS. Contractor agrees to provide emergency ambulance response into adjacent ambulance areas upon dispatch by the VCFPD Fire Communications Center. Responses shall be made in a reasonable time as required by this Agreement. Contractor shall not charge patients fees in excess of what is permitted under this Agreement.

27. **Multiple Victim Responses.**

27.1. **In-County Major Multiple Victim Incidents or Disasters.** Contractor agrees to adhere to the medical incident response plan specified by VC EMS. In large multiple victim incidents, Contractor shall make its best efforts in calling back off-duty personnel and placing additional ambulances in service to supply sufficient resources to meet the needs of the incident. Contractor shall have a written disaster plan which will be submitted to VC EMS for approval. The disaster plan shall represent a good faith, professional effort to properly and effectively address how Contractor will respond in the event of a disaster within Contractor's contract area and is subject to VC EMS approval. If VC EMS reasonably concludes that the plan submitted fails to meet the above criteria or needs rewording or further work, the plan may be rejected. Once Contractor has an approved plan, the plan shall be exercised no less than once per year. The plan shall be reviewed and amended, as necessary, with amendments submitted to VC EMS for approval, no less than once every two years following the original approval.

27.2. In long term disaster situations, such as a major earthquake, Contractor shall make best efforts to accommodate its field personnel's physical and emotional needs. In each incident, Contractor shall make best efforts to obtain necessary additional ambulances, equipment, and supplies from other locations.

27.3. **Drills.** Contractor agrees to participate with specified personnel and vehicles in County sponsored drills at least twice per year.

27.4. **Out of County Mutual Aid.** Contractor agrees to send ambulances and personnel to EMS systems outside of the county for the purposes of rendering care to a large-scale multiple-victim incident when requested by VC EMS for a

limited time period. During this period, County will waive all response time and work schedule requirements.

- 27.5. **Interagency Plans.** Contractor agrees to develop and implement plans for interagency training and utilization of equipment, e.g., first responder defibrillator program.
28. **Data Collection and Recordkeeping.**
- 28.1. **EMS System and Patient Data.** Contractor shall be responsible for the provision of detailed patient and EMS system data, both periodic written reports as well as computerized data, according to specifications set forth by VC EMS and any future guidelines promulgated by VC EMS. Hard copies or computer images of patient care records are to be treated as confidential information, in accordance with applicable law.
- 28.2. **EMS Access to Data.** VC EMS will have access to Contractor's data according to data collection needs described in VC EMS guidelines, policies, and procedures or EMSA requirements.
- 28.3. **Patient Medical Records.** The patient care record form and devices for inputting information will be specified by VC EMS. This form will be such that all routine documentation completed by the ambulance personnel for an emergency ambulance response (such as patient assessment and treatment) can be completed on the form. Contractor shall retain copies of all patient medical records for at least seven (7) years. Contractor shall perform and comply with all applicable obligations and requirements imposed by state and federal privacy laws including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act (HIPAA) privacy and security rules, the Health Information Technology for Economic and Clinical Health (HITECH) Act and the California Confidentiality of Medical Information Act (CMIA).
- 28.4. **Paramedic and EMT Records.** Contractor shall be responsible for maintaining records for paramedic and EMT personnel according to the specifications of the VC EMS including, but not limited to, licensure, accreditation, and employment status and performance in accordance with continuous quality improvement standards. These records shall be available to VC EMS upon request. Contractor shall pay a an assessment fee in the amount of \$615 for each day that any employee works in patient care with any expired license/certification that is required according to VC EMS policies and procedures.

29. **Paramedic and EMT Certification/Accreditation Disciplinary Proceedings.**

Contractor shall cooperate fully with the Base Hospital prehospital care coordinators and VC EMS in disciplinary proceedings against a paramedic's or EMT's certificate or accreditation. Such cooperation shall include, but not be limited to, provision of relevant patient records and incident reports.

30. **Billings, Collections, and Fees.**

30.1. **Patient Fee Schedule.**

30.1.1 Maximum fees to be charged to users of emergency medical services will be established by the methods described below, and will be incorporated, as Policy 112, into the VC EMS Policy Manual. Effective July 1, 2021, maximum fees will be increased to the below-listed rates.

ALS Base Rate	\$2,253.00
Mileage	\$60.00 per loaded mile
Oxygen	\$155.00

30.1.2 Patient fees include 911 system emergency Advanced Life Support, mileage, and oxygen administration. Contractor may bill at or below the ALS base rate minus mileage for patients who refuse transport after receiving ALS care; patients transported by helicopter after receiving ALS care by ground ambulances may be charged applicable fees at or below the ALS base rate minus mileage.

30.1.3 Each July 1, beginning on July 1, 2022, the maximum fees chargeable will be adjusted, based on the following formula. Fee increase shall be based on the Consumer Price Index All Urban Consumers Los Angeles, Long Beach and Anaheim ("Los Angeles CPI") index and the percentage of Contractor's Collection Rate in the most recent financial report. The maximum rate increase under this section will be capped at eight percent (8%), unless substantiated and approved according to section 30.1.5. The percentage increase to adjust for inflation shall be calculated using the following indices: Los Angeles CPI divided by the average Collection Rate described above equals "Net" CPI adjustment.

Example: If the Los Angeles Area CPI inflation rate increases 2%, and Contractor's average Collection Rate is 25%, the Net CPI inflation rate adjustment shall equal 8%.

30.1.4 Contractor shall be notified, in writing, of rate adjustments by May 1 of each year.

- 30.1.5 **Extraordinary Adjustments.** Upon request and substantiation by Contractor, VC EMS may submit for consideration of the Board a request for an extraordinary adjustment to the rates in this Agreement if VC EMS determines: (i) Contractor has demonstrated actual or reasonably projected, substantial financial hardship as a result of factors beyond its reasonable control, provided that County will have the right to review and/or audit any books, medical billing accounts, medical records, productivity reports or financial records of Contractor as it deems necessary to verify such hardship; or (ii) changes in governmental third-party payor programs that result in significant reduction in revenues for services rendered.
- 30.1.6 **Non-transported Patients.** Contractor may charge applicable fees, not exceeding the maximum fees permitted, to patients who are not transported but to whom it has rendered treatment.
- 30.1.7 **Other Fees.** Contractor may charge a reasonable fee to the responsible party(ies) for a dedicated standby. If the VC EMS administrator or his or her designee requires Contractor to provide a dedicated standby, response time exceptions will be issued for ambulance responses failing to meet the response time standard during the affected time period in the affected area.
31. **California Children's Services.** Contractor shall bill California Children's Services, when advised in advance, or within 30 days of a child's eligibility, and accept payment as payment in full; and provide California Children's Services with the necessary itemized bills required to facilitate the payment process.
32. **Billing and Collections.**
- 32.1. **Humane Practices.** County will hold Contractor responsible for humane billing and collection policies. Contractor's collection practices shall not be burdensome or oppressive and will be in accordance with all state collection laws and regulations. Contractor will not refer patients to VC EMS for patient billing and/or ambulance rate questions.
- 32.2. **Statements.**
- 32.2.1 **Medicare and Medi-Cal.** Contractor's accounts receivable management system shall automatically generate Medicare and Medi-Cal statements.
- 32.2.2 **Itemization.** Statements shall itemize services rendered and specific charges for the services and supplies provided so that all charges are clearly explained.

- 32.2.3 **Responsiveness.** Contractor's accounts receivable management system will be capable of timely response to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries. There shall be staff available and trained specifically for Ventura County ambulance collections and available to answer questions regarding patient bills.
33. **Non-Emergency Ambulance Services.** Contractor shall not be precluded from conducting or providing private non-emergency ambulance services providing that Contractor meets the requirements, duties, and obligations of this Agreement. This Agreement does not include any obligation by County to contract for such non-emergency ambulance services with Contractor. Contractor may utilize an ambulance included in the system status plan for the interfacility transfer of patients if the transfer is necessary to provide the patient with a higher level of emergency medical care and the transfer has been authorized as an emergency by the transferring physician, per VC EMS Policy 605.
34. **Dispatch Services and CAD Provisions.**
- 34.1. **Emergency Medical Dispatch Committee.** An Emergency Medical Dispatch Committee has been established and includes representatives of the VCFPD Fire Communications Center, VC EMS, and providers. The committee will participate in the development of VC EMS guidelines relating to dispatch policies and procedures and related training programs, and continuous quality improvement programs.
35. **Emergency Takeover Provisions.**
- 35.1. **Declaration of Material Breach and County Assumption of Service.** In the event of suspension or early termination of this Agreement, Contractor shall cooperate fully with County to effect a prompt and orderly transition. County may immediately assume control, directly or through a designated operator, of all or a portion of Contractor's emergency ambulance service operations and equipment necessary to maintain public health and safety, including fully equipped vehicles with supplies, by assuming any existing lease payments or loan payments on the equipment for the period of County use. If the equipment is owned by Contractor, County will pay Contractor the fair market rental rate for the period of County use. It is the parties' intent that use of Contractor's equipment by County

in the event of default hereunder shall be limited to that period during which County is attempting to secure a new contractor to serve Contractor's EOA. In no event, however, shall County's use of Contractor's equipment in these circumstances exceed 180 days.

- 35.2. **Dispute After County Assumption of Service.** A dispute by Contractor of any finding of material breach, including through litigation, shall not have the effect of delaying the immediate assumption of Contractor's operations by County. Neither shall such dispute by Contractor delay County's access to Contractor's emergency ambulance operations. Contractor's cooperation with County's assumption of service will not be construed as acceptance by Contractor of the finding of material breach, and shall not in any way jeopardize or limit Contractor's right to recovery should a court later determine that the declaration of material breach was made in error. However, failure of Contractor to cooperate with County to effect an orderly assumption of operations shall itself constitute a material breach, even if it is later determined that the original declaration of material breach by County was made in error.
36. **"Lame Duck" Provisions.** It is acknowledged that the current contractors have been grandfathered into the exclusive operating areas of Ventura County by the Board. In the event that the Board should in the future determine to conduct a competitive process or any other process for providing emergency ambulance services for the area(s) of responsibility in this Agreement, and should Contractor fail to be selected in that process, County will obviously depend upon Contractor to continue provision of all services required under this Agreement until a successor takes over provision of those services. Under these circumstances, Contractor would, for a period of time, be serving as a "lame duck" contractor. To insure continued performance fully consistent with the performance requirements of this Agreement throughout any such "lame duck" period, the following provisions shall apply:
- 36.1. Contractor shall be required to comply with all response time, clinical standards, and other requirements as set forth in this Agreement.
- 36.2. County recognizes that, however, if a competing proposer is awarded a contract, Contractor may reasonably begin to prepare for transition of service to the new contractor, and County will not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to

relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance, and so long as such transition activities are approved by County prior to implementation.

37. **Other Provisions.**

37.1. **Right of Inspection.** The VC EMS administrator or his or her designee shall have the right to make inspections or investigations at any time without prior notice for the purpose of determining whether Contractor is complying with the terms and conditions of this Agreement.

37.2. Contractor shall make its records with respect to all matters covered by the Agreement available to the VC EMS administrator or his or her designee, who may make excerpts or transcripts from such records and conduct audits of all contracts, invoices, materials, daily logs, conditions of employment and other data related to all matters covered by the Agreement.

37.3. The VC EMS administrator or his or her designee may ride as "third person" on any of Contractor's emergency ambulances at any time without prior notice.

37.4. The VC EMS administrator or his or her designee may inspect any emergency ambulance at any time without prior notice.

37.5. The VC EMS administrator or his or her designee may inspect any CAD records at any time without prior notice.

37.6. **Reporting of Deficiencies.** In the event that Contractor is found to be in substantial violation of any of the terms and conditions of this Agreement, the VC EMS administrator or his or her designee shall notify Contractor of such deficiency, and Contractor shall make necessary corrections within thirty (30) days to the full satisfaction of County. Such violations shall include, but are not limited to, deficiencies in ambulance personnel's qualifications/certifications/accreditation, required training, vehicles, equipment, supplies, continuous quality improvement program, and actions which are not in the best interests of efficient and effective patient care.

37.7. **Notice to County.** Throughout the life of this Agreement, Contractor agrees to notify County in writing of any and all claims, accidents, and/or incidents which might give rise to litigation arising out of Contractor's performance pursuant to this Agreement within forty-eight (48) hours of receiving or becoming apprised of such information.

- 37.8. **Notice of Public Hearing.** County will provide notice of all public hearings before the Board with reference to ambulance services at least three (3) days prior to the date of such hearings.
- 37.9 County shall warrant and represent that any and all reimbursements made by Contractor to County, including reimbursements for equipment, oversight and administration, shall be less than or equal to County's actual costs to provide those County services.
38. **Equipment Caches.** Contractor shall cooperate with the Ventura County Office of Emergency Services and VC EMS in storing caches of equipment for disaster situations. This may be met by keeping a 15-day cache of medical supplies for Contractor's ambulances.
39. **Consumer Price Index Adjustments.** In various sections of this Agreement, references are made to adjustments to be made on the basis of changes in the consumer price index or "CPI." Unless the specifics of the particular section provide otherwise, the CPI changes shall be made or calculated based on the relevant change in the consumer price index All Urban Consumers Los Angeles, Long Beach and Anaheim ("Los Angeles CPI") index published by the United States Department of Labor, Bureau of Labor Statistics. For administrative convenience, unless otherwise specified, the changes shall be calculated commencing from June 1, 2021, and utilizing a period commencing with June 1 and ending with May 31, for each subsequent calculation. In this manner, the percentage change should be known in June of any particular year, and the new applicable amount, based on the CPI adjustment, should be capable of being ascertained. VC EMS will give written notice to Contractor of the adjusted amounts within forty-five (45) days of ascertaining the same. Rounding shall occur as specifically provided with respect to the particular charge or assessment amount. If there is a change with respect to the base year used for any index referenced in this Agreement, the use of that index in connection with this Agreement shall be adjusted or converted as appropriate (in accordance with a conversion factor, if any, published by the United States Department of Labor, Bureau of Labor Statistics) to the end that the substance of this Agreement continues to be implemented as closely as reasonably possible. If an index referenced in this Agreement is discontinued or revised while this Agreement is in effect, the government index or computation with which it is replaced shall be

used in order to obtain substantially the same result as if the index had not been discontinued or revised.

EXHIBIT B

CONTRACTOR REVIEW PROCESS EMS Advisory Committee

A panel comprised of five persons who are not representing ambulance companies designated by County's Board of Supervisors and two members designated by or representing VC EMS will evaluate the performance of Contractor, pursuant to this Agreement, beginning July 1, 2023, and then annually thereafter (see section 2, "Term of Agreement"). This performance evaluation will include whether:

- Response time performance has met or exceeded the minimum requirements in the Agreement; and
- Performance has met or exceeded the minimum requirements of the VC EMS CQI Plan.

An evaluation report will be submitted to the Board of Supervisors within 90 days following each review period. If the conclusion of the Board of Supervisors is that Contractor's performance has met the minimum contract requirements and expectations, then Contractor may be granted up to two (2) one (1)-year extensions of the term of this Agreement, at County's discretion, up to a maximum total contract term of five (5) years as provided in section 2, "Term of Agreement." Even if all possible extensions have been earned and no further extensions are then earnable, the review process will continue every year and a report will be made to the Board of Supervisors as a matter of keeping the Board of Supervisors informed. No extensions shall be earnable as part of that process.

EXHIBIT C

AGREEMENT STANDARDS REVIEW PROCESS

Beginning July 1, 2021 and every two years thereafter, VC EMS will review the performance standards stated in this Agreement to determine compliance with current standards in the practice of prehospital emergency medical care.

If it is found that revisions to the standards are necessary, VC EMS will recommend appropriate revisions to County's Board of Supervisors.

If the Board of Supervisors approves any revisions to the standards set forth in Schedule B, the same shall become effective as directed by the Board of Supervisors and thereafter govern the level of performance required under this Agreement.

EXHIBIT D

CHART OF ACCOUNTS

INCOME: Ambulance Fees (*Break down accounts according to payor, i.e., Medi-Cal, Medicare, Insurance, Cash, Bad Debt, Indigents, etc.*)
Ambulance Rental
Subvention
Subsidy
Other

EXPENSES: Accounting and Legal
Advertising
Ambulance Rental
Ambulance Supplies
Automotive, Gas and Oil
Automotive, Repairs and Maintenance
Building Maintenance and Janitorial Services
Collection Fees
Depreciation and Amortization
Dues and Subscriptions
Equipment Repairs and Maintenance
Insurance, Liability and Fire
Insurance, Health and Workman's Compensation
Insurance, Other
Laundry and Uniforms
Licenses, Business
Licenses, Automotive
Licenses, Other
Miscellaneous (Identify)
Outside Services
Office Supplies and Expenses
Promotion and Entertainment
Rent, Buildings
Rent, Other
Salaries
Taxes, Payroll
Taxes, Property
Taxes, Other
Telephone
Training Expenses
Travel and Meetings
Utilities

Attachment 1
Example Calculations of Base Compensation for Dispatch Services

VCFPD estimates the less-than-full-recovery annual cost of dispatch operations for FY 2020-21 for all of the contracted ambulance providers to be \$1,010,249.

This number is multiplied by the percentage of County population within each of the seven EMS Areas, thus projecting the dispatch base compensation for each Area. For example:

	<u>Current</u>	<u>2020</u>	<u>FY2020-21 Estimate</u>	<u>FY2020-21</u>
	<u>Amb. Provider</u>	<u>% of Est. Pop.</u>	<u>Ambulance Dispatching</u>	<u>Annual</u>
			<u>Cost (Less than Full Cost)</u>	<u>Fee</u>
EOA 1	LifeLine	3.36%	\$33,961	-
EOA 2	AMR	6.52%	\$65,853	LifeLine \$33,961
EOA 3	AMR	15.24%	\$153,940	AMR \$680,326
EOA 4	AMR	22.40%	\$226,253	
EOA 5	AMR	10.10%	\$102,045	Gold Coast \$295,962
EOA 6	Gold Coast	29.30%	\$295,962	
EOA 7	AMR	13.09%	\$132,235	\$1,010,249

Section 22.5 Base Compensation - Example Only

July 1, 2021

- \$1,010,249 amount is the FY2020-21 base compensation rate.
- FY2020-21 base compensation rate, along with the inflator factor approved in section 39, is used to calculate the new FY2021-22 rate.
- This new FY2021-22 rate is multiplied by the percentage of County population within each of the seven EMS Areas. This establishes the dispatch base compensation for each EMS Area effective July 1, 2021.

June 1, 2022

- Use FY 2021-22 base compensation rate
- Apply the total of the percentage increases of the following:
 - .. Actual CPI increases from 6/21 to 6/22
 - .. Projected population growth increases for each EMS Area from 6/20 to 6/22
- Establish each EMS Area's base compensation rate effective July 1, 2022

June 1, 2023

- June 1, 2023 EMS Area initial base compensation rate (established on June 1, 2022)
- Apply actual CPI increases from 6/22 to 6/23 to each
- Establish each EMS Area's base compensation effective July 1, 2023.

This process is repeated every year with population adjustments every two years and after U.S. Census data is available