



**SAN BERNARDINO COUNTY
EMERGENCY MEDICAL CARE COMMITTEE**



SPECIAL MEETING

**ICEMA
Training Room A
1425 South "D" Street
San Bernardino, CA 92415-0060**

**February 23, 2012
9:00 a.m.**

A G E N D A

- I. CALL TO ORDER**
- II. PROPOSED AMBULANCE CONTRACT EXTENSIONS** **INFO/ACTION**
- III. NEXT MEETING DATE AND LOCATION**
March 15, 2012
ICEMA
Training Room A
1425 South "D" Street
San Bernardino, CA 92415-0060
- IV. ADJOURNMENT**

Reminder to EMCC Members: EMCC Chair requested that comments from EMCC members be received by ICEMA no later than Tuesday, February 21st, 5:00 pm.

The San Bernardino County Emergency Medical Care Committee (EMCC) meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Inland Counties Emergency Medical Agency at least three (3) business days prior to the EMCC meeting. The telephone number is (909) 388-5823, and office is located at 1425 South "D" Street, San Bernardino, CA.



San Bernardino County Fire Chiefs' Association

January 3, 2012

Mr. Greg Devereaux, CEO
County Of San Bernardino
385 N. Arrowhead Ave.
San Bernardino, CA 92415

RE: Position on Performance Based Contracts

Mr. Devereaux,

After a full year of discussions and with the collective consideration of the San Bernardino County Fire Chiefs the Association has the following concerns regarding the prospect of a performance based contract extension for ambulance services:

- Length of contract: The proposed 3+1 years extension is beyond what we can recommend.
- Incentives: Meaningful and substantial incentives were not achieved that could warrant an extension.
- Therefore, after substantial discussion and consideration, the County Chief's believe it most appropriate to restate and reaffirm our original position (original letter attached) to the CEO.

We have appreciated the improved collaborative discussions we were afforded in this process. We acknowledge that there have been positive outcomes despite the fact that we cannot support the extension as presented. An example is improved communications and collaboration, and the expressed support of the Fire Chiefs for the Image Trend process being rolled-out by ICEMA.

ICEMA Director Virginia Hastings asked that she be able to call upon this same group of Fire Chiefs as a "sounding board" for EMS issues in the future. We are encouraged by that spirit of cooperation and will maintain that open dialogue. Big Bear Chief Jeff Willis will replace Chief Sherman, and we will consult with San Bernardino City as to their desire on continued representation.

Thank you for your support of this process and continued interest in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Bell".

Mike Bell, President
San Bernardino County Fire Chiefs' Association

CC: Virginia Hastings, ICEMA Director

JAN 6 2012



e-mail
cb 12/28

San Bernardino County Fire Chiefs Association

Mr. Greg Devereaux, CEO
County Of San Bernardino
385 N. Arrowhead Ave.
San Bernardino, CA 92415

December 7, 2010

Subject: Position on Performance Based Contracts

Mr. Devereaux

We were approached by Virginia Hasting (ICEMA Executive Director) to discuss our position in regards to Performance Based Contracts and their expiration date. She felt that it was important to get the Fire Chief's perspective on these contracts, advise us of current issues that the State of California is dealing with, and possibly look at other options if going out to bid was not acceptable. We have been pleased with the open dialog that Mrs. Hastings has displayed and the ability to work with her in a positive manner. Although regarding this matter, we wanted to take the opportunity to share our position with you as well as Mrs. Hastings.

As you are aware, in the past this issue has had some controversy and we desire to improve communications and provide solid information to assist ICEMA and the County Of San Bernardino in developing a better Performance Based Contract. We believe that this objective could be achieved by going out to bid at the end of this contract, which is our preference. Although, based on the current position of the State, if the County of San Bernardino chooses not to go out to bid and extend the current contract, we recommend that it would only be for two (2) years. Furthermore, we would request that the existing Performance Based Contracts be revised to close the shortfalls of the initial contracts. Listed below are areas identified for correction:

- 95% compliance or better to current response time standards for all response time zones or sub-response zones.
- "Exemption Credits" shall not be used to take compliance above 95% or to receive system enhancement credits.
- Restock practices must return to the accepted practices that was present at the start of the contract (May 1, 2004).
- Eliminate predictable exemptions and further clarify those remaining exemptions (i.e. Road Condition, Mutual Aid, Wrong Locations, MCI/MVI).

In closing, we would like to thank you for the opportunity to provide input into this process and express our views. We hope that our comments will assist in determining your next steps in regards to the Performance Based Contracts. Furthermore, we appreciate the time in meeting with us with the hope of establishing a positive relationship that will bring enhance public service to all the residents of San Bernardino County.

Sincerely,

Michael B. Sherman

Fire Chief Michael Sherman, President
San Bernardino County Fire Chiefs Association

September 17, 2010

Virginia Hastings
ICEMA Executive Director
515 N Arrowhead Avenue
San Bernardino CA 92415

Subject: West End Fire Chiefs Position on EOA Contracts and Competitive Bidding

Dear Virginia:

Thank you for meeting with the West End Fire Chiefs to discuss the upcoming Exclusive Operating Area (EOA) contracts and to seek input on proposed changes to the San Bernardino County EMS Transportation Plan. As you are aware, the fire agencies within the West End, and throughout the area, provide essential emergency medical first response services to all residents within our county. Our comments within this correspondence reflect our general position on this matter and these views are offered for your evaluation and consideration.

First and foremost, the Fire Chiefs of Chino Valley, Montclair, Mt. Baldy, Ontario, Rancho Cucamonga, and Upland Fire Departments believe that the EOA Contracts encompassing their respective jurisdictions should be awarded by competitive bid as agreed upon by the provider per the expressed written terms of the current contracts.

If the initial EOA Contracts are not competitively awarded using a state approved RFP process upon expiration of the Initial Contract Term, we believe the following conditions are necessary in order to assure adequate service levels to our respective communities:

- 95% compliance or better to current response time standards for all response time zones or sub-zones.
- "Exemption credits" shall not be used to take compliance above 95% or to receive system enhancement credits.
- Restock practices must be returned to the accepted practice that was present at the start of contract on May 1, 2004 (consider dollars per call as an acceptable solution).
- Eliminate predictable exemptions and further clarify those exemptions retained with objective, measurable criteria prior to any contract extension. Examples include:
 - Declared MCI or MVI
 - Wrong Location
 - Road Conditions (off road, dirt roads).
 - Mutual-aid.
 - Declared Disasters (e.g., Local Emergency, State of Emergency, State of War Emergency).

AND

- A Competitively Bid EOA contract for the areas served by the West End fire agencies that begins no later than midnight, April 30, 2014 (2 years from expiration of current contract).

In closing, we once again thank you for the opportunity to provide beneficial input to this process and collectively express our views. We believe the principles expressed above are both achievable and desirable. We hope that these comments will assist you in constructing the upcoming RFP and EOA competitive bidding process. If you need further information or would like further assistance in this matter, please do not hesitate to contact us.

Sincerely,



Fire Chief Kirk Summers
Chino Valley Independent Fire
Protection District



Fire Chief Troy Ament
Montclair Fire Department



Fire Chief William Stead
Mt. Baldy Fire Department



Fire Chief David Carrier
Ontario Fire Department



Fire Chief Mike Bell
Rancho Cucamonga Fire
Protection District



Fire Chief Michael Antonucci
Upland Fire Department



Inland Counties Emergency Medical Agency

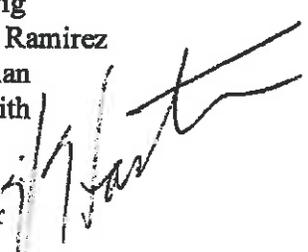
Serving San Bernardino, Inyo, and Mono Counties

*Virginia Hastings, Executive Director
Reza Vaezazizi, M.D., Medical Director*

DATE: November 15, 2011

TO: FIRE CHIEFS AMBULANCE CONTRACT EXTENSION
NEGOTIATING COMMITTEE

Chief Mike Bell
Deputy Chief Mat Fratus
Chief Mark Hartwig
Deputy Chief Ray Ramirez
Chief Mike Sherman
Chief Michael Smith

FROM: Virginia Hastings, Executive Director 

SUBJECT: AMBULANCE CONTRACT EXTENSION AGREEMENT DRAFT

I am forwarding the first "official" draft of the ambulance contract extension agreement. You requested this draft prior to the next Chiefs Association meeting on November 17, 2011.

This draft works from the existing agreements which include many clarifications that ICEMA and providers felt necessary, based upon several years' experience in administering this program and does not contain any of the attachments, e.g., fractile time measurements, definitions, or service area maps contained in the existing agreements. There are no changes recommended in the attachments. If you want to review them, however, you will find them attached to the EOA agreement covering your area.

In addition to many wordsmithing changes, I call your attention to the specific points we have been discussing:

- Page 3 of 44 - Term of Agreement and Renewal Provision
Initial term for extension three years with right to extend one (1) year based upon performance and described system enhancements
- Page 7 and 24 of 44 - Mobile Hot Spots - negotiated enhancement
- Page 8 of 44 - Strike Teams - negotiated enhancement
- Pages 12 and 13 of 44 - First Responder Coordination - RESTOCK

FIRE CHIEFS AMBULANCE CONTRACT EXTENSION NEGOTIATING COMMITTEE

November 15, 2011

Page 2

This draft lists both of the options under discussion:

1. A flat rate reimbursement of \$8.00 per call for patients transported. This option includes the IO and CPAP (page 12 of 44). You will recall that an ICEMA cost study calculated costs at \$6.89 - \$7.71. ICEMA's study is available upon request

OR

2. First responder agencies may re-order disposable medical supplies utilized in direct patient care when patient is transported through provider's purchasing process. This option does not include replacement of IO or CPAP (page 13 of 44).

One of the key benefits in either option is that provider first responder documentation will not be required. Both options will be based upon ICEMA's e-PCR information.

NOTE: FIRST RESPONDERS AS A GROUP SHOULD SELECT EITHER OPTION 1 OR OPTION 2.

- Page 20 of 44 - Vehicle replacement and Mileage Limitations – negotiated enhancement
- Page 22, 23 and 24 of 44 - Data Collection and Reporting Requirements
Provider agrees to utilize the ePCR in an ICEMA approved format (ImageTrend), to include a unique patient dispatch identifier - negotiated enhancement
- Page 24 of 44 - One time supplemental funding, through ICEMA to assist in offsetting a portion of ePCR hardware purchases by first responder agencies. Negotiated enhancement - amount and distribution formula to be discussed further
- Page 25 of 47 - Educational support for ICEMA web-based continuing education programs - negotiated enhancement
- Exemptions - negotiated enhancement. Specific exemptions have been established by ICEMA policy and are not included in the agreement. The draft revised exemption policy is included for your review.

In addition to the specific items discussed during our meetings, ICEMA and the providers have agreed to the following improvements in the agreements:

- Page 17 of 44 - Provider shall make best efforts to respond to requests for interfacility transfers within provider's established policy guidelines.
- Page 18 of 44 - Critical Equipment Failure Reporting
- Page 19 and 20 of 44 - Replacement, Refurbish Program including financial penalties

FIRE CHIEFS AMBULANCE CONTRACT EXTENSION NEGOTIATING COMMITTEE

November 15, 2011

Page 3

I've attempted to include our discussions points in this overview of the draft. If I've overlooked anything, please let me know. Our next meeting is scheduled for November 29, 2011, at 10:00 am, in ICEMA's Main Conference Room. It will be helpful to have your comments before that meeting.

VH/jlm

Attachments: Draft Ambulance Contract Extension
Revised Allowable Exemptions for Urban Areas

c: File Copy



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept. SMI	A	Contract Number			
<input type="checkbox"/> Change						Contractor's License No.			
<input type="checkbox"/> Cancel						Total Contract Amount			
INLAND COUNTIES EMERGENCY MEDICAL AGENCY			Dept. ICM	Orgn. ICM					
Contract Representative			Telephone						
Virginia Hastings, Executive Director			(909) 388 - 5823						
Contract Type									
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount				
Fund AAA	Dept. HCC	Organization EMS	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Project Name				Estimated Payment Total by Fiscal Year					
Performance Based Contract with American Medical Response (AMR) for Exclusive Operating Area #1				FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name American Medical Response of Inland Empire Hereinafter called PROVIDER

Address 7925 Center Avenue

Rancho Cucamonga, CA 91729

Telephone (909) 477-5000 Federal ID No. or Social Security No. 95-2223085

IT IS HEREBY AGREED AS FOLLOWS:

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Page 1 of 44	Keyed By

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY
 AGREEMENT FOR AMBULANCE SERVICES
 IN SAN BERNARDINO COUNTY
 EXCLUSIVE OPERATING AREA 1**

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ATTACHMENTS

1. EOA DESCRIPTION
2. EOA MAP
3. EOA MAP/SUBRESPONSE TIME ZONES
4. RESPONSE TIME MEASUREMENT AND METHODS
5. RESPONSE TIME TERMINOLOGY
6. MEASURING RESPONSE TIME STANDARD COMPLIANCE
7. MEASURING EOA COMPLIANCE
8. [ICEMA POLICY 5080](#)

Deleted: SAN BERNARDINO
COUNTY AMBULANCE
ORDINANCE

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**INLAND COUNTIES EMERGENCY MEDICAL AGENCY
AGREEMENT FOR AMBULANCE SERVICES
IN SAN BERNARDINO COUNTY
EXCLUSIVE OPERATING AREA 1**

THIS AGREEMENT, herein referred to as "Agreement", is made and entered into this _____, by and between the INLAND COUNTIES EMERGENCY MEDICAL AGENCY, (hereinafter referred to as "ICEMA"), as the local Emergency Medical Services Agency for the County of San Bernardino and American Medical Response of Inland Empire, (hereinafter referred to as "PROVIDER");

WITNESSETH:

WHEREAS, ICEMA is authorized by law to develop an emergency medical services system pursuant to the Emergency Medical Services and Prehospital Care Personnel Act (Health and Safety Code sections 1797 et seq.), hereinafter, "the EMS Act"; and

WHEREAS, PROVIDER provides Basic and Advanced Life Support emergency ambulance services pursuant to the EMS Act in the area(s) referred to herein as Exclusive Operating Area (EOA) as described in Attachment 1 (Exclusive Operating Area Description) and which is incorporated herein as if fully set forth; and

WHEREAS, PROVIDER is willing to provide said services according to the terms and conditions herein stated; and

WHEREAS, the parties hereto recognize and agree that the creation and assignment of the EOA, as described, in Attachment 1 (Exclusive Operating Area Descriptions) under this Agreement shall not exclude providers of special events or industrial ambulance permits from operating within the boundaries of said EOA; and

WHEREAS, the parties hereto will utilize the best efforts to promote a good working relationship with first responder agencies and law enforcement agencies; and

WHEREAS, the parties hereto agree that nothing in this agreement shall in any way restrict PROVIDER from maintaining or entering into partnerships or other cooperative agreements, approved by ICEMA, with public safety agencies for the purposes of augmenting or improving services contemplated by this agreement; and

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WHEREAS, the parties hereto acknowledge and agree that agreement to this Agreement constitutes notice, in accordance with Section V (G) of the San Bernardino County EOA Plan, that the EOA being served under this agreement shall lose its non-competitive status, if applicable, at expiration or termination of this Agreement; and

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

For the purpose of this agreement, the following terms, phrases, words and the derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural include the singular and words used in the singular include the plural. The words "include", "including", or other similar words of inclusion shall mean without limitation or restriction.

- A. **"Advanced Life Support"** or **"ALS,"** means special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code section 1797.52.
- B. **"ALS Ambulance"** means an emergency ambulance, as that term is defined herein, staffed and equipped to provide advanced life support and transport capabilities in compliance with ICEMA protocols/policies, authorized by ICEMA, and permitted by the County of San Bernardino.
- C. **"Ambulance"** or **"Ambulance Unit"** means any vehicle specially constructed, modified and/or equipped, and licensed by the California Highway Patrol, if required, pursuant to Title 13 CCR 1100 2(a), and used for the sole purpose of response readiness and transporting sick, injured, convalescent, infirmed or otherwise incapacitated person(s).
- D. **"Basic Life Support"** or **"BLS"** means special services designed to provide definitive prehospital emergency medical care as defined in Health and Safety Code section 1797.60.
- E. **"BLS Ambulance"** means an emergency ambulance, as that term is defined herein, staffed and equipped, at a minimum, to provide basic life support and transport capabilities in compliance with ICEMA protocols/policies and permitted by the County of San Bernardino.
- F. **"Cancelled call"** means a 9-1-1 call, which has been canceled prior to arrival of an emergency ambulance at the scene.
- G. **"Critical Care Transport"** or **"CCT"** means the provision of specialized ambulance services in accordance with current ICEMA policy relating to critical care transport requirements

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- H. **"Critical Equipment Failure"** is defined as any piece of equipment or vehicle etc. that is essential for the daily operation, and/or performance of obligations under this agreement, that fails to perform normally, when operated.
- I. **"Deployment Plan"** is defined as a plan that identifies specific locations of ALS resources, ambulances, post locations, or provider dispatching procedures. The plan must also include the number of locations of vehicles to be deployed during each hour of the day, each day of the week for coverage and the minimum number of unit hours necessary to provide services under this agreement
- J. **"Emergency Ambulance"** means an ambulance, which is staffed and equipped to provide EMS levels at BLS or higher at the scene of an emergency or during interfacility transfers.
- K. **"Exclusive Operating Area"** or **"EOA"** means a specific geographic area of the County of San Bernardino designated as authorized by the Health and Safety Code, sections 1797.6, 1797.85, 1797.224 and 1797.226.
- L. **"Force Majeure"** means flood, earthquake, storm, fire, lightning, explosion, epidemic, war, national emergency, civil disturbance, sabotage, restraint by any governmental authority not due to violation by the party claiming force majeure of a statute, ordinance or regulation, or other similar circumstances beyond the control of such party, the consequences of which in each case, by exercise of the due foresight such party could not reasonably have been expected to avoid, and which by exercise of due diligence it would not have been able to overcome.
- M. **"Fractile Response Time"** means a method of measuring response times in which all applicable response times are stacked in ascending length. The total number of calls generating response within a given response time standard (for example, 9 minutes, 59 seconds) is calculated as a percent of the total number of calls.
- N. **"Mobile Hot Spot"** is a device that creates an area of Wi-Fi coverage allowing nearby Wi-Fi devices to connect to the internet. The device serves as a link between nearby Wi-Fi devices and a cellular data network.
- O. **"Multi-Casualty Incident (MCI)"** means an incident consisting of five (5) or more vehicles or patients requiring assessment, care and/or transportation.
- P. **"Mutual Aid"** means a request, originating outside of PROVIDER's EOA, for emergency ambulance at the scene. The request could be initiated through dispatch centers, public safety enforcement agencies, ICEMA or the San Bernardino County Health Officer.
- Q. **"Provider, Operate, or Furnish"** - With regard to PROVIDER's responsibilities set forth in this Agreement, the terms "provide", "operate", or "furnish" shall mean to perform, make available or

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utilize either directly through PROVIDER's personnel and resources or through sub-contracts or other agreements, which have been approved by ICEMA, the services, personnel, materials or supplies required herein.

- R. **"Preventable Mechanical Failure"** - Failure of equipment and or vehicles to operate property due to lack of proper maintenance.
- S. **"PSAP"** is defined as Public Service Answering Point. The primary PSAP is the designated agency at which the 9-1-1 call is first received. The secondary PSAP is the designated agency to which the 9-1-1 call is directed for dispatching of appropriate resources.
- T. **"Special Event Services"** is defined as any situation where a previously announced event places a group or gathering of people in a general locale sufficient in number, or subject to activity that creates the need to have one or more ambulances at the site.

U. **Specialty Care Transport** – Specialty Care Transport (SCT) defined as an transport of an injured or ill patient by ground ambulance that require necessary supplies, equipment, or services that may be at a level of service beyond the scope of the EMT or Paramedic or their normal required equipment level. SCT transport must be furnished by one or more healthcare professionals in an appropriate specialty area or utilizing specialty care equipment for example, bariatric transportation utilizing special equipment and vehicle equipped to handle the weight requirements of the patient. Neonatal Transportation, requiring the possible use of additional gases, incubator, special mounting and attachment hardware, lift device, etc.

V. **"Supervisor Support Vehicle"** means a response vehicle for the purpose of providing support services in the field.

W. **"Strike Team"** defined as five (5) ALS or (5) BLS ambulances plus one (1) Strike Team Leader and unit may be augmented with the Disaster Ambulance Support Unit (DASU) unit but may not replace an ALS or BLS unit). A strike team must be made up of "like" units i.e. all ALS or all BLS in level.

- Immediate is defined as an immediate request for resources which must be approved by the Director of ICEMA, their designee or Duty Office if after normal business hours prior to releasing established San Bernardino County units from their assigned roles in this county.
- Delayed is defined as a request for resources that allows PROVIDER to assemble off-duty employees and non-assigned units for deployment outside of San Bernardino County.

X. **"Strike Team Leader"** is an individual who has completed a State of California approved Strike Team Leader training course and possess a current certification for same.

Y. **"Units"** are defined as ambulances and/or response vehicles.

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Z. ["Wi-Fi" A trademark of the Wi-Fi Alliance and the brand name for products using the IEEE 802.11 family of standards for wirelessly connecting electronic devices to the Internet via a wireless network access point.](#)

II. GENERAL RESPONSIBILITIES AND DUTIES OF PROVIDER

- A. **Personnel, Equipment and Materials Required** - PROVIDER shall provide the personnel, equipment and materials necessary to provide advanced life support and other services as described herein to persons in need thereof within their designated EOA. PROVIDER's obligations are set forth in detail in the provisions of this Agreement.
- B. **In-Service Training Required** - PROVIDER shall provide or contract for employee in-service training. Such in-service program shall include training on ICEMA policies and procedures, location of all hospital facilities, level of service of first responder agencies within the EOA, field care audits, grief support training, peer support, critical incident stress management, driver training, multi-casualty/disaster training, and Incident Command System training.
- C. **EMS System Interaction** - PROVIDER shall participate regularly in all aspects of development of the local EMS system including, but not limited to:
 - 1. Expanded scope of practice treatment and equipment programs.
 - 2. First Responder, EMT, Paramedic, MICN, Base Station physician and provider dispatcher education and training, and ride-along programs.
 - 3. Disaster exercises and drills.
 - 4. Continuing education programs.
- D. **Equipment Maintenance** - PROVIDER shall provide or contract for equipment maintenance.
- E. **Response Standards** - PROVIDER shall be subject to any and all response time standards, which may be adopted by ICEMA with input from transporting agencies.
- F. **Materials and Supplies** - PROVIDER shall furnish all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill its obligations pursuant to the standards as set forth herein. PROVIDER shall maintain sufficient supplies and equipment, excluding fuel, lubricants and repair items, to sustain local operations for a minimum of fifteen (15) days at its main operation location or its materials and supplies distribution center.
- G. **Policies and Working Relations** - PROVIDER shall develop and maintain personnel policies and patient care policies that are conducive to enhancements to patient care and provide a safe working environment for all employees.

Deleted: <#>"Treat and release" and "alternate destination" programs as established by ICEMA.[]

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- H. **Posting Locations** - PROVIDER shall maintain **ambulance** post locations, as PROVIDER deems necessary.
- I. **Professional Conduct of Personnel** - PROVIDER shall ensure courteous conduct and professional appearance of its personnel at all times. All ambulance crews shall at all times while on duty, wear an official uniform approved by ICEMA that clearly identifies company/agency, level of licensure/certification, name tag and badge.
- J. **Professional Equipment and Facilities** - PROVIDER shall maintain neat, clean, and professional appearance of equipment and facilities.
- K. **Mutual Aid Agreements** - PROVIDER shall develop and implement mutually beneficial support agreements with ICEMA approved emergency ambulance providers within one (1) year of the effective date of this agreement. These agreements are subject to approval by ICEMA. If PROVIDER is unable to develop and implement mutual aid agreements, PROVIDER shall notify ICEMA in writing outlining reason(s) for inability to comply with this requirement. ICEMA shall assist in development and implementation of mutual aid agreements if requested.
- L. **Quality Improvement or "QI"** - PROVIDER shall participate actively in and comply with the ICEMA Quality Improvement audit process, provide special training and support to PROVIDER's personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to ICEMA. PROVIDER shall submit a QI Plan and subsequent revisions and update for approval to ICEMA.
- M. **Permits and Certifications** - PROVIDER shall maintain all appropriate and required state and county permits.
- N. **Implementation of ICEMA Policies** - PROVIDER shall cause ICEMA policies to be properly implemented in the field. Where questions related to clinical performance are concerned, PROVIDER shall satisfy ICEMA's requirements. PROVIDER shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. PROVIDER shall also respond to all quality improvement and incident reports in accordance with established ICEMA policies.
- O. **Financial Implications of Operations** - When requested, PROVIDER shall advise ICEMA concerning financial implications of operational changes under consideration.
- P. **Paramedic Preceptors** - In coordination with the approved training institutions, PROVIDER shall provide paramedic preceptors for prehospital training programs. The minimum ratio shall be ten

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(10) paramedic preceptors for every one hundred (100) full-time equivalent (FTE) paramedics employed by the PROVIDER for the EOA served.

- Q. **Expanded Scope Programs** - PROVIDER shall assist ICEMA in evaluating and implementing expanded scope programs for Paramedics, EMT-Is and first responder personnel.
- R. **Reports to ICEMA** - PROVIDER shall provide data, reports and records to ICEMA as set forth herein.
- S. **EMS Provider Dispatch Center** - PROVIDER shall provide the necessary personnel and materials to operate the EMS dispatch center as set forth herein.
- T. **Posting of Resources** - Posting of the PROVIDER's units and resources shall be in accordance with PROVIDER's Deployment Plan.

III. MEDICAL CONTROL

- A. **Medical Control Authority** - PROVIDER acknowledges that the ICEMA Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of emergency ambulance services are maintained within the ICEMA region; and that the Medical Director has the authority for establishing the required drug inventories and medical protocols and that PROVIDER, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols and applicable county ordinances and state laws.
- B. **Adherence to Medical Control Standards** - ICEMA has an established system of medical control through the ICEMA Medical Director. The PROVIDER shall adhere to the standards of medical control established by ICEMA.
- C. **Compliance with Laws and Policies** - PROVIDER shall comply with the all ICEMA policies and protocols and applicable local County ordinances.
- D. **PROVIDER's Medical Director** - PROVIDER shall provide a physician medical director who will oversee and coordinate the PROVIDER's clinical performance. The PROVIDER's Medical Director shall be a Physician Board certified in emergency medicine or with equivalent emergency medicine experience and approved by ICEMA. The PROVIDER's Medical Director shall work with ICEMA's Medical Director and the physicians of the EMS system to ensure compliance by the PROVIDER with the clinical standards established for the regional EMS system.

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IV. SCOPE OF SERVICE

- A. **Emergency Ambulance Services** - PROVIDER shall provide sufficient resources to ensure availability and response to all requests originating within their service area for emergency ambulance response on a continuous twenty-four (24) hour per day basis.
- B. **Critical Care Transport Services** - PROVIDER shall provide CCT services within the EOA for those calls requiring such services upon approval by ICEMA. Specialized CCT services, such as high-risk pregnancy, neonate, etc, may be authorized to operate in expanded geographic areas based on need and necessity.
- C. **EMS Aircraft** - PROVIDER does not have the right to provide air ambulance or air rescue services by virtue of this Agreement.
- D. **Standby Special Event Services** - PROVIDER may provide standby special event services. ICEMA expressly states that special events services are not subject to the EOA.
- E. **Specialized Emergency Medical Care Services** - PROVIDER may provide specialized emergency medical care services upon approval of ICEMA.
- F. **Indigent Transport Services** - PROVIDER shall provide emergency ambulance services to indigent patients pursuant to its contract with the County of San Bernardino for such services. In the event PROVIDER shall terminate its contract with the County, such termination shall be considered a major breach of this Agreement. However, if the County shall terminate the contract, PROVIDER shall not be required to continue to provide such services under this Agreement.

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V. FIRST RESPONDER COORDINATION

- A. **Re-supply of Disposable Medical Supplies** - PROVIDER shall provide re-supply first responder agencies at an equal to cost basis;
 - 1. A flat-rate reimbursement of \$8.00 per call for re-supply of first responder units for disposable medical supplies (ICEMA Reference 7010) utilized in direct patient care where patient is transported by PROVIDER. This flat rate reimbursement will be subject to annual re-evaluation for fair market value of supply cost and utilization.
 - OR**
 - 2. First responder agency(s) may re-order disposable medical supplies (ICEMA Reference 7010) utilized in direct patient care where patient is transported by PROVIDER through PROVIDER's purchasing process. All supplies will utilize this process except for C-PAP and IO needles which will be

Deleted: units at no cost to the first responder agencies with disposable medical supplies utilized in direct patient care where patient is transported by PROVIDER.

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restocked on a one-for-one basis in the field. Supplies will be shipped directly to first responder agency. ICEMA will conduct an annual audit of supply utilization, based upon electronic patient care data.

- B. **Orientation Program** - PROVIDER shall implement and maintain a first responder orientation program designed to acquaint all hospital facilities and public safety agencies within the EOA with PROVIDER's equipment and response system, and shall, upon reasonable request, provide orientation presentations.
- C. **Stand-by Requests** - PROVIDER shall, at no charge, provide, if it does not jeopardize emergency ambulance service to the operating area, a non-dedicated unit to hazardous material incidents, fire, and law enforcement standbys upon request by any public safety agency or dispatch center within their EOA, excluding special event services. Provisions of this contract shall not prevent PROVIDER from executing Emergency Equipment Rental Agreements (EERA) with federal, state, or local agencies.
- D. **Contact Number** - PROVIDER shall provide a contact and a telephone number to be made available to all public safety EMS agencies within PROVIDER's EOA. This number will be used for inquiries regarding lost equipment used in connection with a patient transported by PROVIDER.
- E. **Return of EMS Equipment** - PROVIDER shall make every reasonable effort to return equipment of other EMS providers in PROVIDER's possession within five (5) days. However, PROVIDER will not be held liable for loss of other EMS provider's equipment beyond their control.
- F. **Return of EMS Personnel** - PROVIDER, upon request, will return all first responder personnel who accompany PROVIDER to the hospital to their respective stations or closest station within their fire district in the event the ambulance is requested to respond to a 9-1-1 call.
- G. **Incident Command System** - PROVIDER shall coordinate pursuant to Health and Safety Code, section 1798.6 with public safety agencies that work under the Incident Command System on all emergency incidents received through the 9-1-1 system or through a request for mutual aid.
- H. **Continuing Education Programs** - PROVIDER's internal continuing education programs authorized by the State in which PROVIDER issues a continuing education course number shall be made reasonably available to interested first responder personnel.

VI. PROVIDER DISPATCH SERVICES

- A. **Personnel** - PROVIDER shall provide the personnel, including appropriate supervisory personnel, to staff and operate their EMS dispatch on a twenty-four (24) hour/day basis.
- C. **Existing Dispatch Capabilities** - PROVIDER shall provide and maintain a provider dispatch

Deleted: <#>EMD Programs - A primary focus and intent of this agreement is to encourage that Emergency Medical Dispatch (call triage, resource prioritization and deployment and pre-arrival instructions) and emergency ambulance dispatch services are provided. PROVIDER shall operate their EMS dispatch center in order to provide EMS dispatch services as set forth. PROVIDER may sub-contract for dispatch services with another EMS Dispatch Center approved by ICEMA.¶

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system that does not fall below the level of the system in place at the time of the initiation of the Agreement. However, if the PROVIDER is currently operating a secondary PSAP, this paragraph shall not require the PROVIDER to continue to be designated as a secondary PSAP or have the equipment and training specifically required for them being designated as a secondary PSAP.

- D. **Equipment Requirements** - PROVIDER shall ensure that its EMS dispatch operations include the necessary equipment to maintain continuation of services during periods of disruption of normal services/operations.
- E. **Training Requirements** - PROVIDER shall, within six (6) months of execution of this agreement, ensure and maintain EMD certification for all dispatchers in accordance with ICEMA's EMD policies.
- F. **Compliance with ICEMA Policies** - PROVIDER shall provide all dispatching of ambulance units in accordance with ICEMA policies and procedures.
- G. **Back-up Dispatch Services** - PROVIDER shall establish a system, approved by ICEMA, to provide backup provider dispatch services as may be necessary for disaster incidents or any other circumstances, which impair the operation of their primary EMS dispatch center.
- H. **Supervision** - The PROVIDER's dispatch operation will be supervised, monitored and subjected to the policies and procedures as established by ICEMA.
- I. **Execution of Updates/Modifications** - PROVIDER shall adapt to changes and work with ICEMA to ensure the future needs of the EMS system's evolution and the corresponding dispatch component.
- J. **CAD Requirements** - PROVIDER shall maintain a computer aided dispatch (CAD) system that includes the necessary hardware and software to provide EMS provider dispatch services.
- K. **Vehicle Locators** - PROVIDER shall provide, within one (1) year of execution of this agreement, a mechanism for tracking and maintaining the status of emergency ambulances and support resources via Automatic Vehicle Locators approved by ICEMA (or other equivalent technology as approved by ICEMA).

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VII. SERVICE AREA AND RESPONSE ZONES

- A. **Service Area Defined** - A description of each EOA is set forth in Attachment 1 (Exclusive Operating Area Descriptions). Attachment 2 (Exclusive Operating Area Map) or "Service Area Map" sets forth the area of operation in map format. In the event of a conflict between Attachment 1 and Attachment 2, Attachment 1 will be controlling.

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- B. **Resource Requirements** - PROVIDER shall locate an appropriate number and type of resources throughout the EOA in order to meet the performance standards as set forth herein.
- C. **Response Zones** - Population density based "response zones" (urban, suburban, rural and wilderness) and sub-response zones as established within each EOA or service area are depicted in Attachment 3 (Response and Sub-response zones).

VIII. PERSONNEL

- A. **Administrative Representative** - PROVIDER shall provide an Administrative Representative or designee to attend the County Police Chiefs Association or County Fire Chief Association upon reasonable request.
- B. **Personnel Required** - PROVIDER shall provide the personnel necessary to provide emergency ambulance services and other support services as described herein within the PROVIDER's EOA in compliance with ICEMA protocols, policies and applicable county ordinances and state laws.
- C. **Emergency Vehicle Operations Course (EVOC)** - PROVIDER shall ensure that all of its field personnel complete an ICEMA approved emergency ambulance operations course. ~~All field personnel shall complete EVOC training prior to assignment in the field.~~
- D. **Supervisory Personnel System** - The PROVIDER shall establish a supervisory system to assure that employees are properly supervised, trained and evaluated in accordance with PROVIDER's policies and procedures and consistent with the ICEMA approved Quality Insurance Plan, and relevant ICEMA policies and requirements. PROVIDER shall maintain an employee hiring standards and practice program. Supervisory personnel shall provide field evaluation of PROVIDER's personnel in accordance with PROVIDER's quality improvement plan and relevant ICEMA policies and requirements.
- E. **Certification and Licensure of Personnel** - PROVIDER shall ensure that all PROVIDER's employees functioning as emergency medical technicians and paramedics are appropriately certified, accredited and licensed by both the State EMS Authority and ICEMA.
- F. **Records** - PROVIDER shall maintain, and make available to ICEMA upon request, records and data pertaining to the certifications, licenses, and other applicable credentials of its employees and subcontracted personnel used to provide services under this Agreement.
- G. **Employee Handbook** - PROVIDER shall develop and maintain an Employee's Handbook describing the personnel policies and procedures utilized by PROVIDER in its operations. A copy of the current handbook shall be made available to ICEMA upon request.

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- H. **EMS Incidents Forms** - PROVIDER shall furnish to all employees approved ICEMA Incident Report Forms and shall require employees to utilize such forms, and shall furnish a copy of such completed form to ICEMA in accordance with ICEMA policies.
- I. **Competency and Conduct** - All persons utilized by PROVIDER in the performance of work under this agreement shall be competent and holders of appropriate permits, licenses and certificates in their respective trades or professions. ICEMA may request, and PROVIDER shall take action in accordance with its personnel policies and procedures to effect the removal of, or take appropriate disciplinary remedial action against any certificate or license holder person utilized by the PROVIDER who engages in misconduct pursuant to section 1798.200 of Health and Safety Code or has action taken by ICEMA pursuant to section 100215 of Title 22, California Code of Regulations.
- J. **Infectious Disease Exposure** - PROVIDER shall provide testing and counseling services to all employees exposed to serious infectious diseases at no cost to the employee. PROVIDER shall ensure that such services and program pertaining to infectious disease exposures are provided in accordance with the provisions of state and local public health requirements.
- K. **Employee Assistance Program** - PROVIDER shall assure availability to its employees an Employee Assistance Program that offers counseling services for mental health and substance abuse.
- L. **Peer Counseling** - The nature of work in emergency medical services produces stress in the care provider from one-time events (e.g., mass casualty incident) and from being continually subjected to moderately stress producing incidents. PROVIDER shall have available a program to provide counseling to personnel for these stresses.
- M. **Modification or Replacement of Services** - As it pertains to the above personnel requirements, PROVIDER shall maintain such services as set forth above, however, PROVIDER may replace or modify any such services subject to written approval by ICEMA.

IX. RIGHTS AND RESPONSIBILITIES OF FIELD PERSONNEL

- A. **Certification, Licensure, Accreditation** - Field personnel are certified, licensed and accredited pursuant to the Health and Safety Code, section 1797 et seq. A linkage exists between field personnel and the system's physician leadership and medical control. Where issues involving questions of patient care are concerned, each of the certified personnel working in the system has not only a right, but also a legal obligation, to work under the direction of the EMS system's physician leadership on issues related to patient care.

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- B. **Personal Responsibility** - The direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, collection and recording of primary data. EMS personnel are prohibited by the laws, rules and regulations which govern the EMS system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., patient care reports, provider dispatch records, incident reports, etc.). Provider dispatchers and field personnel have a personal professional responsibility with regards to issues related to the delivery of patient care, and the accurate reporting of primary data.
- C. **Management Practices** - While this Agreement is a "Performance Agreement" and while the PROVIDER is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, PROVIDER is expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the PROVIDER is expected to utilize management practices, which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent, which might impair judgment or motor skills.

X. RESPONSE TIME STANDARDS

- A. **Performance Requirements** - The overall response time performance requirement for services under this agreement is intended to ensure that PROVIDER responds to and arrives at each incident with an appropriate resource in accordance with ICEMA policies and procedures. The standards set forth herein establish the level of response time performance required by PROVIDER for calls within the designated EOA as depicted in Attachment 3 (Response Zones and Sub-response Zones). Additionally, PROVIDER will make best effort to respond to non-emergency calls within PROVIDER's established policy guidelines.
- B. **Response Time Performance Calculation** - Response times are measured and calculated on a fractile basis using CAD data, where available, in conformity with Attachment 4 (Response Time Measurement and Methods), Attachment 5 (Response Time Terminology) and Attachment 6 (Measuring Response Time Standard Compliance) and Attachment 7 (Measuring EOA Compliance) on a monthly basis for the designated EOA incorporating all response zones. Canceled calls will be included in determining compliance. Supervisory Support Vehicles are not EMS response vehicles for the purpose of calculating response time compliance.
- C. **Exemptions** - If PROVIDER believes that any run or group of runs should be exempt from

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response time standards due to unusual circumstances beyond PROVIDER's reasonable control, PROVIDER may request, in writing, that these runs be exempted from response time performance calculations and late run assessments. If ICEMA concurs that the circumstances are reasonable to allow such exemption, ICEMA may allow such exemptions in calculating overall response time performance and/or in assessing late-run liquidated damages. Equipment failure, provider dispatcher error, or lack of emergency ambulance shall not furnish grounds for release from late-run assessment or response time standards.

D. **Reporting Requirements** - PROVIDER shall provide to ICEMA, on a monthly basis, each instance wherein a call resulted in a response time in excess of the maximum response time as depicted in Attachment 4. This report shall include, at a minimum, the location, date, and time of said occurrence(s). PROVIDER will participate in quality improvement efforts relating to these instances.

(a) Critical Equipment Failure Reporting: PROVIDER shall immediately report any critical equipment failure to ICEMA in a form and/or format as set forth by ICEMA. This report shall be made within three (3) business days of failure and at a minimum shall include the nature of the failure, location of failure, date and time of failure, outcome and/or effect of failure. The mechanic's report of factor(s) causing failure must be received within three (3) business days of initial report.

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E. **Performance Committee** - PROVIDER shall establish and maintain a Performance Committee comprised of representatives of PROVIDER's management and field personnel and ICEMA staff, City Managers or their designated representative (within the EOA covered by this agreement) and representative of the County supervisorial district(s) (within the EOA covered by this agreement) which shall meet as necessary to review response compliance performance and to discuss operational matters.

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XI. DEPLOYMENT PLAN

A. **General** - PROVIDER shall operate its services to enhance response time performance throughout the various jurisdictions of the EOA.

B. **Plan Development** - PROVIDER shall develop a Deployment Plan that shall be reviewed and approved by ICEMA and adhered to by PROVIDER.

C. **ICEMA Review** - In addition to the aforementioned requirements, PROVIDER shall provide to ICEMA for review a copy of its Deployment Plan on at least an annual basis or upon any material changes in the deployment plan and upon implementation of changes in the System Management Plan which would result in reduction of ambulance resources or anticipated increase in response

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times.

- D. **Extent of Deployment Plan** - A Deployment Plan may incorporate more than one EOA if the PROVIDER has contracted to provide service in more than one EOA.
- E. **Reassignment of Resources** - A PROVIDER that serves multiple operating areas shall be permitted to move resources from one operating area to another operating area only if the moving of resources does not result in the operating area from which the resources are moved becoming non-compliant in that month.
 - 1. If upon review and analysis ICEMA determines that movement of resources from one operating area to improve compliance in an operating area causes the operating area sending resources to be out of compliance, the original out of compliance operating area shall be cited with an additional out of compliance month.
 - 2. The PROVIDER shall provide notice to ICEMA of intent to reassign resources to an operating area where additional non-compliance status would result in a Major Breach.
 - 3. The PROVIDER shall also indicate reassignment of resources in the monthly compliance report to ICEMA and provide a plan of correction.

XII. STAFFING OF AMBULANCE AND RESPONSE UNITS

- A. **ALS Minimum Staffing** - PROVIDER shall provide for staffing each ALS ambulance with a minimum of one paramedic and one EMT per unit.
- B. **BLS Minimum Staffing** - All BLS ambulances shall have at least two certified EMT personnel per unit.
- C. **CCT Unit Staffing** - CCT staffing will be in accordance with ICEMA policy.

XIII. VEHICLES, EQUIPMENT AND MAINTENANCE

- A. **Minimum Vehicle Requirements** - PROVIDER shall provide at least a minimum number of vehicles, which is defined as 120% of the vehicles required in the Deployment Plan. Each transport vehicle shall meet Federal KKK-A-1822C standards or equivalent, at time of original manufacture, except where such standards conflict with State of California standards, in which cases the State standards shall prevail. Each transport unit shall be a Type I, II or III model. All vehicles must have current CHP permits, unless exempted by CHP.
- B. **Clean and Mechanically Safe** - PROVIDER shall insure that all transport vehicles are safe, clean,

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well-maintained to ensure employee/patient safety.

- C. **Staffing, Equipment and Drug Requirements** - All vehicles utilized by PROVIDER in providing service under this agreement shall be staffed and equipped in accordance with state law and ICEMA policies.
- D. **Vehicle Replacement/Refurbish Program** - PROVIDER shall maintain a vehicle replacement/refurbish program that ensures the replacement or refurbishing of PROVIDER's vehicles as set forth.
PROVIDER shall comply with ICEMA's requirement, within six months of execution of this contract, to have removed from service and replaced any and all ambulances that have two hundred sixty-five thousand (265,000) miles or more. PROVIDER may petition ICEMA for consideration of an extension for unforeseen supply-chain issues beyond PROVIDER's control once PROVIDER has demonstrated exhaustion of all reasonable options to comply.
- D. **Maintenance, Replacement and Reporting** - PROVIDER shall adhere to a preventive maintenance program, equipment replacement schedule, and reporting system approved by ICEMA.
- E. **Equipment/Supplies Maintenance** - Each transport vehicle shall meet the ambulance equipment standards of the State of California and ICEMA. At the beginning of each shift, all ambulances shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during the shift.
- F. **Vehicle Identification** - Each transport vehicle shall display the location of its operation division.
- G. **Restocking** - PROVIDER shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during the shift.
- H. **Responsibility for Maintenance** - PROVIDER shall be responsible for furnishing all maintenance of PROVIDER's vehicles, on-board equipment, and facilities used by PROVIDER in the performance of services under the terms of this Agreement.
- I. **Odometer Certification** - Emergency ambulance odometers shall be certified within one (1) month of the effective date of this Agreement and each year thereafter by Dept. of Agriculture Weights and Measures.

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XIV. DISASTER, MULTI-CASUALTY AND INSTANT AID RESPONSE

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- A. **Personnel Recall** - PROVIDER shall develop and implement a plan for the immediate recall of personnel for the staffing of additional units in multi-casualty or disaster situations or times of peak overload.
- B. **Mutual Aid Response** - To the extent that PROVIDER may have resources available, PROVIDER shall respond to requests from neighboring jurisdictions and ambulance providers for mutual aid that require a Code 3 (lights and siren) response.
- C. **Declared State-of-Emergency** - During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business may be interrupted from the moment the state-of-emergency is made known to PROVIDER by ICEMA. PROVIDER shall then, as provided for in approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, PROVIDER shall be exempted from response time performance requirements, including late run deductions, until notified by ICEMA that disaster assistance may be terminated. At the scene of such disasters, PROVIDER's personnel shall perform in accordance with ICEMA medical protocols and policies. When state-of-emergency has been terminated, PROVIDER shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.
- D. **Multi-casualty Incidents** - Normal (i.e., not disaster related) multi-casualty incident calls rendered by PROVIDER shall be performed in accordance with approved ICEMA policies in support of the Incident Command System. In the course of rendering services, PROVIDER shall not be automatically exempt from late-run assessments, but may appeal assessments for individual calls, otherwise imposed by this Agreement.

XV. SPECIFIC PROVISIONS

- A. **User Fees Rate Adjustment** - PROVIDER acknowledges that ICEMA has the authority to determine rates for services provided under this Agreement and has exercised that authority by establishing the rates. The rates shall remain in force and effect throughout the term of this Agreement but may be modified or adjusted pursuant to process as defined in [\(ICEMA Policy #5080\)](#)

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- B. **On-Scene Collections** - PROVIDER's personnel shall not request payment for services rendered under this Agreement in response to any 9-1-1 call either at the scene of the call, enroute, or upon delivery of the patient.
- C. **Billing and Collections** - PROVIDER's billing and collection program shall be managed in compliance with all applicable local, state and federal laws and regulations.

XVI. AGREEMENT MANAGEMENT/MONITORING FEE

PROVIDER shall pay ICEMA PROVIDER's pro rata share of an annual fee in an amount estimated to be sufficient to cover ICEMA's costs related to monitoring and enforcing the provisions of this Agreement for the subsequent fiscal period. PROVIDER's pro rata share of cost will be determined based on total number of 9-1-1 transports within the EOA during the most recent 12-month period for which data is available at the time of cost estimate. Except for the initial partial fiscal year of this AGREEMENT, ICEMA will provide an estimate of PROVIDER's share of cost for the coming fiscal period not later than 30 days prior to the start of such period. Within ninety (90) days after the end of a fiscal year, ICEMA will determine actual cost for that period and determine whether revenues collected based on estimates resulted in over or underpayment by PROVIDER. Any over or under payments for the prior period will be credited or added to the provider payments in the current period. When determining actual cost, ICEMA will include all identifiable direct charges, an allocated share of common charges, (e.g. office supplies, etc.) and indirect overhead. Additional adjustments to the fee can be made for other changes, such as, a change in monitored components (i.e. interfacility transports code 2 calls). Fees for the partial first fiscal year (approximately January 1 – June 30, 2004) are prorated based on the number of months remaining in the fiscal year as of the date of ICEMA Board approval and shall be paid to ICEMA within thirty (30) days of the effective date of this Agreement. Fees thereafter shall be paid to ICEMA within thirty (30) days of the beginning of the quarter. Any increases in the Management/Monitoring Fee imposed by ICEMA shall be considered an "Extraordinary Cost Increase" that shall be considered in any application for rate increase by PROVIDER under Section XVA above.

XVII. DATA COLLECTION AND REPORTING REQUIREMENTS

- A. **PROVIDER** shall maintain data collection and reporting systems that meet the following minimum standards:
 1. [Response Reporting Requirements: PROVIDER agrees to submit, in a Response Report in a form and/or format as set forth by ICEMA to include all data necessary for ICEMA to analyze](#)

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and report on PROVIDER's performance by individual EOA. This report is due no later than the Fifteenth (15th) of the following month (or the following business day if the fifteenth (15th) falls on a non-business day). Failure to provide all data required for analysis will result in a one thousand (\$1,000.00) penalty for every day the data is late.

2. For each patient contacted, PROVIDER's personnel shall complete an ICEMA approved electronic patient care report (ePCR) to include a unique patient dispatch identifier in a format to be developed by ICEMA.

3. PROVIDER to establish and maintain, through term of this Agreement, mobile hot spot access in each response unit for identified EMS first responders, fire departments, and other public safety entities for the specific purpose of the transfer of patient care related data to and from internal and/or external network(s) via Wi-Fi coverage zones.

4. Submit monthly data, including CAD data, by the PROVIDER, for each response, and patient care data as specified by ICEMA. PROVIDER is required to comply with this requirement using ICEMA's approved electronic data collection and submission format.

5. Data Audits - ICEMA may require an audit of patient care records and response time data.

B. **Financial Audits** - ICEMA may require an audit of books and records of the PROVIDER. Such audit shall be carried out by a person selected by the PROVIDER and approved by ICEMA. If agreement cannot be reached on a person to perform the audit, the financial audit shall be carried out by a Certified Public Accountant selected by ICEMA. If there is any charge, cost or fee for such an audit such shall be paid by the PROVIDER.

C. **On-site Disclosure** - In addition to the aforementioned reports and data, Provider shall maintain up-to-date records and data pertaining to its services specific to San Bernardino County, as listed below. PROVIDER shall make such reports and data available for on-site review and inspection, upon request of ICEMA.

1. Services by payor source.
2. Services provided by category (e.g., ALS, BLS and mileage) and by financial class.
3. Services by date of service.
4. Collections by payor source.

D. **Changes in Practices and Procedures** - PROVIDER shall adhere to said practices, procedures, schedules, and policies except as provided herein. The parties acknowledge and agree that certain of the items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other third-party payors. Such rules, regulations, policies, and procedures may change from time to time and

Deleted: and PROVIDER shall routinely furnish a copy of such completed form monthly to the ICEMA according to ICEMA policy

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Deleted: <#>Accuracy and completeness patient data -- PROVIDER will assure that Scantron form ePCR, or other acceptable means of transmitting data to ICEMA, are complete and accurate prior to submission to ICEMA. All patient data will be provided to ICEMA monthly according to policy. For on-going problems with data submission, PROVIDER will submit a plan of correction. ¶

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PROVIDER's practices and procedures must change in response to such changes. The parties agree that it would be impractical to amend this Agreement to reflect such changes each time they occur and therefore agree that PROVIDER may change the practices, procedures, schedules, and policies referred to above without a formal amendment to this Agreement, subject, however, to the review and approval of the ICEMA Administrator. Nothing in this section, however, shall be construed as authorizing any increase in the user fees or rates without complying with such rate adjustment provisions as contained herein.

E. System Enhancements

- A. PROVIDER agrees to provide one-time supplemental funding, through ICEMA, to assist in offsetting a portion of ePCR hardware purchases by first responder agencies.
- B. PROVIDER agrees to provide educational program content to ICEMA for utilization by all ICEMA certified/accredited EMS personnel.
- C. PROVIDER agrees to utilize ICEMA's designated ePCR software vendor for continuity of data transfer between first responder agencies, AMR, and paramedic receiving hospitals.
- D. PROVIDER agrees to provide mobile hot spots to create Wi-Fi coverage allowing first responder agencies to connect to the internet for purposes of data transmission related to the care and treatment of patients in the pre-hospital setting.
- E. PROVIDER shall, within six (6) months of execution of this agreement, ensure and maintain EMD certification for all dispatchers in accordance with ICEMA's EMD policies and protocols.

E. Ownership of Data

- 1. PROVIDER AND ICEMA agree that all data and records submitted to ICEMA under the terms of this agreement, including but not limited to dispatch data and records, shall remain the property of ICEMA subject to disclosure by ICEMA pursuant to the California Public Records Act.
- 2. PROVIDER may assert that any portion of such data or records provided pursuant to this section should be treated as confidential, and is exempt from disclosure under the California Public Records Act. With each item claimed to be confidential, PROVIDER shall provide a statement as to the basis for the claim of confidentiality specifying any exemption in law (e.g. Uniform Trade Secrets Act, Civil Code section 3426 et seq.

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3. ICEMA shall notify PROVIDER of any request for information. PROVIDER may pursue its legal remedies to prevent disclosure of such information.

XVIII. LIQUIDATED DAMAGES

A. This Agreement includes provisions for liquidated damages from PROVIDER relative to late runs occurring within a defined service area and other failures to meet required standards. This provision applies only to assessments generated by the PROVIDER's failure to meet agreed response times. These liquidated damage provisions have no application to the PROVIDER's other duties under this Agreement, and do not limit ICEMA's remedies or ability to recover damages against the PROVIDER in any other respect, and have no application to claims against the PROVIDER by third parties to this Agreement. PROVIDER shall pay ICEMA said liquidated damages as determined and assessed by ICEMA pursuant to the provisions contained herein.

B. **EMS Trust Fund** - The liquidated damages and assessments as set forth herein will be deposited in an EMS Trust Fund to be utilized for the purpose of enhancing, not supplanting, the EMS system as determined by ICEMA.

C. **Liquidated Damages for Resource Performance** - For any month in which PROVIDER fails to meet the 90% response time standard in the designated EOA, one hundred dollars (\$100.00) shall be assessed as liquidated damages for each one-tenth of a percentage point (or fraction thereof) less than 90%.

D. Vehicle Break Downs

1. Any unit in-service that fails due to mechanical, electrical, or technology, will be considered a "Critical Failure." All critical failures will be considered "Preventable" unless ICEMA receives conclusive facts or written evidence to the contrary.

2. Notification and Reporting Requirements to ICEMA - Within three (3) business days of a vehicle breakdown, PROVIDER shall submit, in an approved format, a report that documents the nature of failure and vehicle's location at time of breakdown. A mechanic's report must be received within three (3) business days of initial report which must include last preventative maintenance date, mileage, vehicle vin, model year, mechanic's report detailing failure inspection, and contributing factors.

3. Penalties:

1. Critical Failures deemed to have been "preventable" - \$250.00 per incident

Deleted: <#>Phase-In Period - For the first six (6) months after Agreement is signed, liquidated damages and assessments for response times will be waived. PROVIDER must meet at least 90% compliance within the operating area. Compliance must be calculated and reviewed by ICEMA.¶

Deleted: <#>Enroute - If a unit breaks down enroute to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives. ¶
 2. **Patient on Board** - \$500 for any preventable mechanical failure with a patient on board.¶

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Deleted: A \$100 250.00 assessment will be charged if ICEMA is not notified within 72 hours, by fax or e-mail, of a unit break down.

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2. Critical Failures not reported within three (3) business days of occurrence - \$250.00 per occurrence

E. System Enhancement Trust Funds

The following will be assessed on each call within the EOA:

Late	Assessment
0.01 – 1 min	\$5
1.01 – 2 min	\$10
2.01 – 3 min	\$20
3.01 – 4 min	\$50
4.01 – 5 min	\$70
5.01 – 6 min	\$90
6.01 – 7 min	\$110
7.01 – 8 min	\$140
8.01 – 9 min	\$160
9.01 – 10 min	\$180
10.01 – 15 min	\$200
15.01 – 20 min	\$250
20.01 – 30 min	\$300
30.01 – 60 min	\$600
>60 min	\$1000

Deleted: 4. Reporting Requirements - PROVIDER shall submit to ICEMA, within 72 hours, a report for every incident where PROVIDER's emergency ambulance breaks down while assigned to a 9-1-1 emergency medical response or during an interfacility transport. The report shall document whether the break down occurred while enroute, while on-scene, or during transport of a patient.[]

E. Performance Credits

For each sub response zone that PROVIDER exceeds compliance, the following credits will apply against system enhancement assessments.

% Compliance	Credit
91 – 92%	10%
92.01 – 93%	20%
93.01 – 94%	30%
94.01 – 95%	50%
95.01 – 96%	65%
96.01 – 97%	75%
97.01 – 98%	80%
98.01%+	90%

In addition, if all zones within the scope of the services of this Agreement exceed compliance, the following additional credits will apply against system enhancement assessments:

% Compliance	Credit/zone
91 – 92%	10%

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92.01 – 93%	20%
93.01 – 94%	30%
94.01 – 95%	50%
95.01 – 96%	65%
96.01 – 97%	75%
97.01 – 98%	80%
98.01%+	90%

G. Waiver of Liquidated Damages/Grievances - ICEMA reserves the right to individually exclude calls from the response time standard of performance as it relates to liquidated damages and assessments. The response time of calls to areas that are inaccessible from the normal posting locations within the performance standard are appealable. ICEMA will waive response time liquidated damage assessments during an initial assessment phase of six (6) months from the date of Agreement approval by the ICEMA Governing Board.

H. Data Reporting Assessment - In the event PROVIDER fails to furnish information required by this subsection concerning a call, transport, or account, ICEMA staff shall notify PROVIDER of such failure and PROVIDER shall have three (3) business days to furnish the required information. If PROVIDER does not furnish the information within that period, then ICEMA, at its option, may impose upon PROVIDER a liquidated damage assessment of \$10 for each item of such information and \$500 for failure of the ambulance crew to report their arrival on-scene and on-scene time is not verifiable by other reliable means.

I. For each incident in which a member of Contractor's field staff willfully falsifies reportable data, the Contractor shall pay to ICEMA a penalty of one thousand dollars (\$1,000). If such falsification is committed by a member of Contractor's management staff, the penalty shall be five thousand dollars (\$5,000) and will subject the Contractor to the major breach provisions of this agreement as identified in Section XXVI "MAJOR BREACH EMERGENCY TAKE OVER PROVISIONS."

J. Exemptions - ICEMA will exclude from the database utilized for calculating monthly compliance any approved exemptions. In order to be eligible for an exemption the PROVIDER must include a full explanation with substantiating documentation, of its reasons for requesting such exemptions as part of the PROVIDER's monthly report.

K. Payment of Assessed Liquidated Damages - PROVIDER shall pay ICEMA, within thirty (30) days of receipt of written notice that any liquidated damages and assessments that have been assessed under this section.

Deleted: a period of time, which shall be reasonable under the circumstances,

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Deleted: . In addition, ICEMA may impose upon PROVIDER a liquidated damage assessment of \$1 (one dollar) for information not accurately reported and/or completed on all Scantron forms or patient data submitted electronically. However, such assessment shall not be applied in cases where the cause of such reporting deficiency was beyond PROVIDER's reasonable control.

Deleted: ICEMA may grant exemptions to the response time requirements stated herein. Exemptions may be granted when weather conditions, road conditions, or multi-casualty or other situations beyond PROVIDER's control cause unavoidable delays. All such calls shall be individually examined and if the circumstances warrant, ICEMA will exclude them from the database utilized for calculating monthly compliance. In order to be eligible for an exemption the PROVIDER must include a full explanation with substantiating documentation, if possible, of its reasons for requesting such exemptions as part of the PROVIDER's monthly report.

XIX. COMPLIANCE

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- A. PROVIDER shall comply with all ICEMA policies, procedures, protocols and directives issued in accordance with law, including the EOA Plan for the County of San Bernardino. PROVIDER shall comply with all applicable federal, state and local laws and regulations, including but not limited to the requirements of the United States Department of Health and Human Services, Health Care Financing Administration, California Highway Patrol, California Department of Health Services, California Emergency Medical Services Authority, and County of San Bernardino.
- B. **Loss of Business** - PROVIDER understands that a loss of this Agreement in a future bid cycle means the loss of all business covered by the exclusivity provisions of this agreement in the EOA during the term of this agreement. PROVIDER accepts this as a reasonable solution to the problems of system-wide disruption that would otherwise occur.
- C. **Outside Work** - PROVIDER shall not be prohibited from doing outside work, which is unrelated to advanced life support or medical transportation, so long as such work does not detract from PROVIDER's primary emergency services responsibilities under this Agreement.

XX. AUDITS AND INSPECTIONS

- A. **Reasonable Inspection Notice** - In addition to ICEMA's authority under Section XVII, at any time during normal business hours, and as often as may reasonably be deemed necessary, ICEMA's representatives may observe PROVIDER's operations. PROVIDER shall make available to ICEMA for its examination, its records with respect to all matters covered by this Agreement, and make excerpts or transcripts from such records, and may make audits of all Agreements, invoices, materials, inventory records, roster of all EMS licensed/certified and/or accredited personnel, daily logs, and other data related to all matters covered by this Agreement. ICEMA representatives may, at any time, and without notification, directly observe PROVIDER's operation at the PROVIDER's dispatching center, maintenance facility, and any ambulance post location. ICEMA representatives may ride as "third person" on any of the PROVIDER's units at any time, provided, however, that in exercising this right to inspection and observation, ICEMA representatives shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with PROVIDER's personnel in the performance of their duties.
- B. **Normal Business Hours Restriction** - ICEMA's right to inspect records in PROVIDER's business office shall, however, be restricted to normal business hours, and reasonable notification (24 hours) shall be given the PROVIDER in advance of any such visit. ICEMA's right to observe and inspect operations shall not be restricted by normal business hours and shall not require advance notification.
- C. **Authorized Observers** - This right to directly observe PROVIDER's field operations, provider dispatch operations, and maintenance shop operations shall also extend to authorized

Deleted: XX. MOST FAVORED CUSTOMER
 A. This Agreement shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission from ICEMA. Similarly, any change in ownership equal to or greater than fifty percent (50%) of PROVIDER's company shall be considered a form of assignment of this Agreement, and must be approved by ICEMA, provided however, that ICEMA shall not unreasonably withhold its approval of such change in ownership.

Deleted: XXI. RESTRICTION OF SERVICES TO CHRONIC ABUSERS
 To protect the PROVIDER from possible financial loss as a result of such abuse, the following provision is made:
 PROVIDER may identify by name specific individuals that the PROVIDER has found are chronic abusers of their service system. The PROVIDER shall document such abuse, and if the ICEMA Medical Director agrees that a named individual is a chronic abuser, PROVIDER may refuse to render transfer services unless the individual can present an original signed statement from a licensed physician that such transfer service is medically necessary to protect that individual's health and safety. PROVIDER shall, however, and if requested by the individual, attempt to secure such prior physician authorization initially by telephone, obtaining the written authorization upon delivery of the patient.

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representatives of ICEMA or other persons authorized by ICEMA. Such persons shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with PROVIDER's personnel in the performance of their duties.

- D. **Exception to Section** - The terms of this section shall not apply where ICEMA has a reasonable cause to believe that a significant and substantial violation of this Agreement has occurred, or is imminent to occur, that may endanger the general public health or is necessary to preserve records that relate to the enforcement provisions of this Agreement.

XXI. GENERAL RESPONSIBILITIES AND DUTIES OF ICEMA

ICEMA shall:

- A. **Monitoring and Enforcement** - ICEMA shall monitor and enforce performance under this agreement to ensure service areas covered under this agreement receive adequate emergency medical services including emergency ambulance service.
- B. **Rate Approval** - Review, reserving the right to approve, reasonable rates and charges by the PROVIDER.
- C. **Competitive Bid Process** - Except as may be required under Health and Safety Code sections 1797.224 and 1797.226, ICEMA shall develop, implement, and conduct a competitive bid process for the selection of emergency ambulance providers to serve EOA's
- D. **Medical Control** - Provide for system medical control/Medical Director.
- E. **Default Provisions** - In the event of default, taking over and managing all operations until a new PROVIDER can be secured. ICEMA shall conduct a competitive bid process for the selection of a PROVIDER to provide emergency ambulance services within the affected contracted EOA.
- F. **Compliance Reports** - ICEMA shall provide monthly compliance reports for review by the Performance Committee. This report shall contain a summary of compliance to performance standards and a summary of exemptions requested and granted.
- G. **Annual Audit** - In addition to ICEMA's audit authority under sections XVII and XXII, ICEMA shall conduct an annual audit to verify accuracy of performance data to include, but not limited to, response time compliance data.
- H. **Annual Report** - ICEMA shall provide an annual compliance report for review to the San Bernardino County Emergency Medical Care Committee (EMCC) and the ICEMA Governing Board.

XXII. GENERAL PROVISIONS

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This Agreement shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission from ICEMA. Similarly, any change in ownership equal to or greater than fifty percent (50%) of PROVIDER's company shall be considered a form of assignment of this Agreement, and must be approved by ICEMA, provided however, that ICEMA shall not unreasonably withhold its approval of such change in ownership.

A. TERM OF AGREEMENT AND RENEWAL PROVISIONS.

1. **Initial Term** - Initial term of three (3) years. This Agreement shall commence on May 1, 2012 at 12:01a.m. This agreement shall terminate at midnight, April 30, 2015, unless extended as provided for herein.
2. **Extensions** – The County shall have the right to extend the term of this Agreement one (1) additional year, based upon performance and delivery of agreed upon system enhancements described in Section XVII (E) of this agreement. The County may exercise its right to extend the term of this Agreement by providing PROVIDER no less than one hundred and eighty(180) days prior written notice thereof. Upon extension of this Agreement, PROVIDER shall provide the Services set forth in this Agreement in accordance with the terms in effect immediately prior to the extended term.
3. **Continuity of Service** - ICEMA hereby declares and makes a finding that it is in the public's best interest to assure that persons needing emergency medical services will not be negatively impacted by changing providers of emergency ambulance services and that the public continues to receive high quality ambulance services. It is also in the best interest that PROVIDER provide an experienced and stable work force of supervisors, paramedics, EMT's, dispatchers and other support personnel; and that it is in the public best interest that PROVIDER establishes a systematic capital replacement policy that focuses on long term investment in the EOA and ensures their ability to comply with the terms of this Agreement.

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B. END TERM PROVISIONS

1. **Transition Period** - In the event PROVIDER is not the winner of ICEMA's next bid competition, PROVIDER shall continue to provide services during the transition period, and shall assist both ICEMA and its new PROVIDER in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both PROVIDER and ICEMA during the period of transition from one PROVIDER to another. In the event the bidding and Agreement process is not completed six (6) months prior to the termination date of this

Deleted: <#>Performance Rewards
 - PROVIDER shall be given performance rewards in the bidding process consistent with established San Bernardino County practices with regard to contracts with some San Bernardino County departments. PROVIDER may be given favorable consideration for past contracting experience within the EOA if approved by the ICEMA Board at such time as the future bidding process is determined. ¶

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Agreement, the PROVIDER shall continue to provide services in six (6) month increments from the end date of this Agreement until such time that the process is finalized.

2. **PROVIDER's Equipment Replacement Program** - PROVIDER shall submit a proposed equipment replacement program, which shall include, in part, the equipment replacement policy. This policy shall state PROVIDER's operational assumptions regarding the anticipated safe useful life of equipment items, by category or type, and PROVIDER's general plan for equipment replacement in accordance with the plan.
3. **Right to Required Replacement** - Throughout the term of this Agreement and any extension period, ICEMA may, after an inspection and for cause, require PROVIDER to replace any equipment at any time after that item's scheduled replacement date, as defined by the terms of PROVIDER's submitted and accepted equipment replacement program. However, if through superior maintenance or by other means, PROVIDER is able to extend the safe useful life of an equipment item beyond its time of scheduled replacement, ICEMA shall not, except for cause, require replacement of that item. These controls relate only to equipment kept in service beyond scheduled replacement date, and are in addition to regulatory requirements affecting equipment standards and inspections imposed by law or ICEMA.
4. **Transfer of Goodwill** - Upon termination of this Agreement, and if PROVIDER is not the winner of the next bid competition, PROVIDER shall convey to ICEMA or its new PROVIDER, all rights to business for ambulance service pursuant to the EOA provisions of this Agreement that have been developed by PROVIDER during the term of this Agreement. However, PROVIDER shall assert no claim of rights to conduct business within the contracted EOA after the termination of this Agreement, nor shall PROVIDER assert any claim of compensation owed relative to the loss of such business.

Deleted: 5. Consent to Bid Procedure - By accepting this agreement, PROVIDER acknowledges and accepts periodic bid competition, as structured under this or subsequent contracting procurement process, as a safe, fair, and economically effective method of awarding and periodically reallocating business and market rights in the ambulance service industry.¶

XXV. DISPUTE AND GRIEVANCE PROCEDURE.

- A. **Dispute Resolution** - ICEMA's duties shall include monitoring the operation of this Agreement and insuring that PROVIDER fulfills its obligations hereunder. In fulfilling this responsibility, ICEMA shall employ a staff member knowledgeable in issues concerning emergency medical services, emergency ambulance services and the terms of this Agreement.
- B. **Monthly Performance Reports** - ICEMA shall review monthly reports regarding PROVIDER's performance under the terms and conditions of this Agreement and shall assess liquidated damages to be paid by PROVIDER as specified herein and according to the terms hereof. Such reports shall include, but are not limited to, a summary report of all response time exemptions requested by

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PROVIDER. The reports shall provide a detailed explanation of all response time exception requests, which PROVIDER chooses to submit for consideration. PROVIDER shall have a full opportunity to present any exculpatory or mitigating evidence prior to ICEMA's determination concerning the assessment of any liquidated damages.

- C. **Disputes and Grievances** - ICEMA shall attempt to resolve disputes or grievances concerning Agreement performance matters between PROVIDER and any city fire district, public agency, consumer of service, and any other interested person or party. ICEMA shall not consider a dispute and grievance unless it concludes that the person or party filing said dispute and grievance has exhausted all other remedies, which are reasonably available.
- D. **Strike Notification** - PROVIDER shall notify ICEMA, local hospitals, and area EMS providers upon reasonable knowledge of a strike by PROVIDER's personnel. This notification shall occur as soon as the information becomes verifiable prior to the effective strike date. An action plan will be provided to ICEMA as soon as possible, but not more than 24 hours following ICEMA notification. The action plan must be acceptable to ICEMA.
- E. **Strike Mitigation** - PROVIDER shall take every reasonable action necessary to prevent the strike from adversely affecting the provision of emergency medical services. In the event of a strike, ICEMA may exercise the "emergency take over" provision contained within the Agreement until the PROVIDER can resume normal operations where (1) no action plan is provided and/or initiated by the PROVIDER; or (2) PROVIDER's action plan is unable to meet standards under this agreement. ICEMA will not unreasonably withhold acceptance of PROVIDER's action plan.
- F. **Minor Breach of Agreement** - ICEMA shall also have the power to assess liquidated damages for PROVIDER's "minor breaches" of this Agreement. "Minor breaches" shall mean failure to fulfill any of the terms and conditions of this Agreement that do not amount to a MAJOR BREACH of the Agreement, as delineated in Section XXVI (A).
- G. **Appeal to ICEMA** - ICEMA's decisions in the matters referred to above may be appealed by PROVIDER to the ICEMA Governing Board, in writing within fifteen (15) calendar days of receipt of notice relative to decision. If no appeal is taken, ICEMA 's decision is final. When such matters are appealed to the ICEMA Governing Board, the Chairperson shall conduct a hearing, consider such evidence, testimony, and argument as may be reasonably presented, and shall, within thirty (30) calendar days following the hearing, render written findings and decision to uphold, modify, or overturn the initial decision. The ICEMA Governing Board's and decision shall be final. Notwithstanding this provision, PROVIDER may utilize the Dispute Resolution provisions as set forth in Section XXXIX of this Agreement for final resolution of such disputes.

- H. **Satisfaction of Liquidated Damages** - When decisions made under the above provisions become final, and PROVIDER is found at fault, PROVIDER shall pay to ICEMA, sums sufficient to fulfill the liquidated damages, if any, as set forth herein.

XXVI. MAJOR BREACH AND EMERGENCY TAKEOVER PROVISIONS

A. **Major Breach Definitions** - Conditions and circumstances which, shall constitute a major breach of Agreement by the PROVIDER shall include the following:

1. Failure of the PROVIDER to operate its services in a manner which enables ICEMA and the PROVIDER to remain in compliance with the requirements of the applicable federal, state and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this Agreement. Once a takeover has been completed, ICEMA shall, as soon as reasonably possible, select a new ambulance provider, utilizing a competitive bid process.
2. Failure to comply with response time requirements within the EOA for three (3) consecutive months or four (4) months in any twelve consecutive month period shall be considered a major breach of Agreement.
3. Response time compliance falls below 80 percent (80%) for any month within the term of this Agreement.
4. Intentional falsification or omission of data or information supplied to ICEMA, which effects or has the effect of enhancing PROVIDER's performance under this Agreement.
5. Failure to report and comply when penalty provisions apply.
6. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein.
7. Multiple or unremediated failures to correct any minor breach within a reasonable period of time.
8. Any act or omission of PROVIDER, which, in the reasonable opinion of the ICEMA Medical Director, poses a serious risk to public health and safety.
9. PROVIDER terminates its contract with the County for provision of indigent transport services.

B. **Notice to PROVIDER**

If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the ICEMA Administrator, in consultation with the ICEMA Medical Director, shall notify PROVIDER of such existence or occurrence. PROVIDER shall have a period of time, which shall be reasonable under the circumstances, to take appropriate remedial action to correct the deficiencies. PROVIDER and ICEMA staff shall attempt in good faith and with all reasonable effort to resolve the allegations

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between and among themselves without recourse to the other remedies available herein.

- C. **Unresolved Allegation** - If an allegation of MAJOR Breach has not been resolved under the above provisions, the ICEMA Administrator, in consultation with the ICEMA Medical Director, shall notify PROVIDER in writing and ICEMA shall immediately undertake an emergency takeover of PROVIDER's operations pursuant to the provisions herein.
- D. **ICEMA Discretion** - If ICEMA finds that only a MINOR Breach has occurred, or that a MAJOR Breach has occurred but the public health and safety would not be endangered by allowing PROVIDER to continue its operations, then ICEMA may require other actions, short of termination and takeover, as it deems appropriate under the circumstances.
- E. **Governing Board Hearing**
 - 1. After PROVIDER is given reasonable notice, the ICEMA Governing Board shall hold a hearing upon the ICEMA Administrator's recommendations. The Board shall receive and consider any additional information and evidence on the matter which PROVIDER or others may wish to present, and determine whether a MAJOR Breach of this Agreement has occurred and whether said breach is such that the public health and safety would be endangered by allowing PROVIDER to continue its operations under this Agreement. If the Governing Board finds that a MAJOR breach has occurred, it shall declare this Agreement terminated and commence action to affect an immediate takeover by ICEMA of PROVIDER's operations.
 - 2. If the Governing Board finds that only a MINOR Breach has occurred, or that a MAJOR Breach has occurred but that allowing PROVIDER to continue its operations would not endanger the public health and safety, the Governing Board may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.
- F. **Expedited Hearing Process** - If, in the judgment of the ICEMA Administrator, it appears a condition or circumstance of MAJOR Breach exists or has occurred and that such condition or circumstance presents an immediate danger to the public health and safety, the ICEMA Administrator, after giving notice to PROVIDER, may take the matter directly and immediately to the Governing Board for its determination under the above provisions.
- G. **Notice of Default** - Pursuant to the above provisions, ICEMA shall have the right to terminate, cancel, or takeover services provided under this Agreement or to pursue any appropriate legal remedy in the event of a MAJOR BREACH. In such instance, ICEMA shall provide written notice to PROVIDER specifying the date and time of intended termination or takeover.
- H. **Emergency Takeover** - Without limiting ICEMA's rights as set forth herein, in the event ICEMA determines that a MAJOR BREACH, actual or threatened, has or will occur, or that another

Deleted: Declaration of Public Health Officer/ICEMA Executive Director - The parties understand and agree that the ICEMA's Executive Director/San Bernardino County Public Health Officer may determine that the facts constituting a default may also constitute a public health emergency. In the event that the ICEMA's Executive Director/ Public Health Officer declares a public health emergency arising out of a default by PROVIDER, PROVIDER agrees that the ICEMA's Executive Director/ Public Health Officer may exercise any power of the Governing Board under this Agreement in addition to any power authorized by law.¶
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event has or will occur that prevents performance, and if the nature of the breach or inability to perform is, in the reasonable opinion of the ICEMA Administrator, such that public health and safety are endangered, and after PROVIDER has been given notice and an opportunity deemed reasonable by the ICEMA Administrator to correct the deficiency (which notice may be less than 30 days, depending on the circumstances and gravity of the breach), the matter may be presented to the Governing Board. If the Governing Board concurs that a breach has occurred and that the health and safety would be endangered by allowing PROVIDER to continue its operations, PROVIDER shall cooperate fully with ICEMA to affect an immediate takeover by ICEMA of PROVIDER's EOA. Such takeover may be affected at any time after action by the Governing Board or within such time period as the Governing Board deems to be appropriate.

1. Takeover Cooperation

1. PROVIDER shall not be prohibited from disputing any such finding of MAJOR Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the ICEMA.
2. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a MAJOR Breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the emergency takeover by ICEMA.
3. PROVIDER's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the PROVIDER of the finding of MAJOR Breach, and shall not in any way jeopardize PROVIDER's right to recovery should a court later find that declaration of MAJOR Breach was made in error. However, failure on the part of the PROVIDER to cooperate fully with ICEMA to effect a safe and smooth takeover of operations shall itself constitute a MAJOR Breach of this Agreement, even if it was later determined that the original declaration of MAJOR Breach was made in error.
4. The ICEMA Governing Board shall be the final authority for ICEMA.

XXV. INSURANCE REQUIRED

- A. At all times during the terms of the Agreement, and throughout any extension periods, the PROVIDER shall maintain current insurance coverage. All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to ICEMA.
 1. With respect to performance of work under this Agreement, PROVIDER shall maintain and

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shall require all its sub-contractor's to maintain insurance as described below:

- a) Worker's compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:
 - (1) "This policy shall not be canceled, transferred, assigned, reduced or changed without first giving thirty (30) days prior written notice to ICEMA."
- b) Commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Said comprehensive or commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
 - (1) **Additional Insured** - "ICEMA, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$3,000,000 combined single limit for each occurrence in the franchise area. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:
 - (1) **Additional Insured** - "ICEMA, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - (3) The insurance provided herein is primary coverage to ICEMA with respect to any

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insurance or self-insurance programs maintained by ICEMA.

- (4) This policy shall not be canceled, transferred, assigned, reduced or changed without first giving thirty (30) days prior written notice to ICEMA.
- d) PROVIDER may provide a policy of self-insurance for vehicle damages. In the event self-insurance is not satisfactory for any reason, ICEMA reserves the right to require additional insurance.
- e) Professional Liability
- (1) Professional liability insurance for all activities of the PROVIDER arising out of or in connection with this Agreement in an amount no less than \$2,000,000 combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:
- (a) **Additional Insured** - "ICEMA, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- (b) "This policy shall not be canceled, transferred, assigned, reduced or changed without first giving thirty (30) days prior written notice to ICEMA."
- (2) In the event PROVIDER cannot provide an occurrence policy, PROVIDER shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain such insurance in effect for not less than two (2) years following completion of performance of this Agreement.

B. Documentation

1. The following documentation shall be submitted to ICEMA:
- a). Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.
- b). Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of Agreement.
- c). Upon ICEMA's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of execution of Agreement.

- C. Obligations Not Limited by Insurance** - PROVIDER's indemnity and other obligations, owed to ICEMA shall not be limited by the foregoing insurance requirements.

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- D. **Breach** - If PROVIDER, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a breach of Agreement. ICEMA, at its sole option, may terminate this Agreement and obtain damages from the PROVIDER resulting from said breach.

XXVI. COMPENSATION TO PROVIDER

- A. **Compensation** - As compensation for the services, equipment, and materials furnished under this Agreement, PROVIDER shall receive the following as full compensation:
 - 1. Market rights as specified herein.
 - 2. Income from fee for service billing and other reimbursement mechanisms as specified.
- B. **Exclusivity** - In consideration for all of the services, equipment, materials, and supplies to be furnished by PROVIDER, the ICEMA Governing Board has designated PROVIDER as an exclusive provider of ambulance services within the geographical areas defined by this Agreement. The parties further agree that by such designation and through the other provisions for PROVIDER compensation incorporated herein, ICEMA has fulfilled any and all obligations it may have presently or at any time during the term of this Agreement to compensate, reimburse, or otherwise pay PROVIDER for services provided to medically-indigent patients. Nothing in this section shall effect County's obligation to pay for services to medically indigent patients. Nothing in this Agreement is intended to create any duty on the part of ICEMA to pay for ambulance or emergency medical services rendered to any individual.

XXVII. RIGHTS AND REMEDIES NOT WAIVED

The PROVIDER agrees and guarantees that the work herein specified shall be completed without further or additional compensation than that provided for in this Agreement; and that the acceptance of work herein and the payment thereof shall not be deemed to be a waiver by ICEMA of any breach of covenants or conditions, or any default which may then exist on the part of the PROVIDER, and the making of such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to ICEMA with respect to such breach or default.

XXVIII. ENTIRE AGREEMENT; AMENDMENTS; INTERPRETATION; VENUE; NOTICES

- A. **Entire Agreement/Amendments** - This Agreement constitutes the entire Agreement between ICEMA and PROVIDER with respect to the subject matter hereof and supersedes any and all previous negotiations, proposals, commitments, writings, advertisements, publications, and

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understandings of any nature whatsoever unless specifically included or incorporated herein. No modification of this Agreement shall be effective unless it is in writing and executed by the duly authorized representatives of the parties hereto.

- B. **Rights and obligations** - The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California. The parties further acknowledge and agree that the rights and obligations established under this Agreement are subject to, and shall not supercede, the rights under Health and Safety Code section 1797.201 provided to any city or fire protection district within the PROVIDER's assigned EOA under this Agreement.
- C. **Venue** - The parties agree that this Agreement shall be construed under the laws of the State of California and that any action relating to this Agreement shall be instituted in the San Bernardino County Superior Court.
- D. **Notices/Communications** - Notices and other communications required hereunder shall be transmitted in writing by certified U.S. mail, postage prepaid, return receipt requested, addressed to the parties as follows:

To PROVIDER:

American Medical Response
Chief Executive Officer
6200 South Syracuse Way, Suite # 200
Greenwood Village, CO 80111

Second copy:

American Medical Response
General Manager
7925 Center Avenue
Rancho Cucamonga, CA 91730

To ICEMA:

Executive Director
ICEMA
515 North Arrowhead Avenue
San Bernardino, CA 92415-0060

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Except as otherwise provided, any notice given pursuant to this Agreement shall be effective seven (7) days after the postmark or upon receipt as evidenced by the U.S. Postal Service return receipt card, whichever is later.

XXIX. FORCE MAJEURE

- A. **Effect** - Except as otherwise expressly provided in this Agreement, no default in the performance of any obligations hereunder will be deemed to exist if such default is solely the result of a Force Majeure. In the event either party hereto is unable, by reason of Force Majeure, to carry out its obligations under this Agreement, it is agreed that on such party's giving prompt notice of the full particulars of such event of Force Majeure, to be confirmed in writing, to the other party as soon as possible after the occurrence of the event of Force Majeure relied upon, the obligations of the party giving such notice so far as they are affected by such event of Force Majeure, shall be excused during the continuance of such event of Force Majeure. A breach of this Agreement caused by an event of Force Majeure shall as far as practical be remedied with all reasonable dispatch.
- B. **Diligent efforts** - During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders, preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under this Agreement.

XXXII. INDEPENDENT PROVIDER

- A. **Status of PROVIDER** - The parties intend that PROVIDER, in performing the services specified herein, shall act as an independent PROVIDER and shall control the work and the manner in which it is performed. PROVIDER is not to be considered an agent or employee of ICEMA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits ICEMA provides its employees.
- B. **Taxes** - PROVIDER agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. PROVIDER agrees to indemnify and hold ICEMA harmless from any liability which it may incur to

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the United States or to the State of California as a consequence of PROVIDER's failure to pay, when due, all such taxes and obligations. In case ICEMA is audited for compliance regarding any withholding or other applicable taxes, PROVIDER agrees to furnish ICEMA with proof of payment of taxes.

XXXI. PARTIAL INVALIDITY

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

XXXII. HOLD HARMLESS

- A. PROVIDER agrees to defend, indemnify, hold harmless and release ICEMA, their officers, agents and employees, from and against any and all actions claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by PROVIDER hereunder, whether or not there is concurrent negligence on the part of ICEMA, but excluding liability due to the active negligence or willful misconduct of ICEMA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for PROVIDER or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. The duty of PROVIDER to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- B. ICEMA agrees to indemnify, hold harmless and release PROVIDER, its officers, agents and employees, from and against any and all actions claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions in the performance by ICEMA hereunder, whether or not there is concurrent negligence on the part of the PROVIDER, but excluding liability due to the active negligence or willful misconduct of the PROVIDER. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for ICEMA or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. ICEMA shall be liable to PROVIDER for any loss of or damage to PROVIDER's property arising from ICEMA's negligence. The duty of ICEMA to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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XXXIII. PREVENTION OF IMPLEMENTATION

The parties agree that in the event ICEMA, or PROVIDER, or both, are delayed or prevented due to legal action from implementing the provisions of the Governing Board's action, relating to the establishment of an EOA for service, the terms and conditions of this Agreement may be modified as mutually agreed upon by the parties.

XXXIV. NON-DISCRIMINATION

PROVIDER shall comply with all applicable federal, state and local laws, rules and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition and handicap.

XXXV. NON-TRANSFERABLE AGREEMENT

- A. **Consent of ICEMA** - This Agreement shall not be assigned or transferred, nor shall the duties hereunder be delegated without the express written permission of ICEMA. Any change of more than 50% of the ownership of PROVIDER shall be deemed to be an assignment of this Agreement, provided, however, that ICEMA shall not unreasonably withhold its approval of such change of ownership.
- B. **Application of Health & Safety Code** - The consent of ICEMA to any assignment of this Agreement is independent of and will have no affect on the rights of PROVIDER and/or its assignee under sections 1797.224 and 1797.226 of the California Health and Safety Code.

XXXVI. SECTION HEADINGS AND TABLE OF CONTENTS

Section headings and Table of Contents are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

XXXVII. COOPERATION

PROVIDER's obligations of cooperation with the ICEMA hereunder shall survive termination of this Agreement and shall remain in force and effect until fulfilled.

XXXVIII. CONFLICT OF LAWS

This Agreement shall not be construed to confer any further or additional rights on PROVIDER than may otherwise exist under the provisions of EMS Act (Health & Safety Code § 1797, et seq.) and remains

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subject to the provisions of Health and Safety Code sections 1797.201, 1797.224, and 1797.226, where applicable.

XXXIX.FORMER COUNTY AND ICEMA OFFICIALS

PROVIDER agrees to provide or has already provided information on former County of San Bernardino administrative and ICEMA officials (as defined below) who are employed by or represent PROVIDER. The information provided includes a list of former County or ICEMA administrative officials who terminated County or ICEMA employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of PROVIDER. For purposes of this provision, "County or ICEMA administrative official" is defined as a member of the Board of Supervisors, or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, any employee in the Exempt Group, Management Unit or Safety Management Unit or any employee of the County Emergency Medical Services Program. If during the course of the administration of this Agreement, ICEMA determines that the PROVIDER has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ICEMA
515 N. Arrowhead Avenue
San Bernardino. CA 92415-0060

PROVIDER ADMINISTRATOR

By _____
Josie Gonzales, Chair, Board of Directors
For the Inland Counties Emergency Medical Agency

By _____
(Authorizing signature-sign in blue ink)
Name:

Title:

Dated: _____

Dated: _____

Address: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch, Secretary
Clerk of the Board of Supervisors
Of the County of San Bernardino

By _____
Deputy

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
▶	▶	▶
County Counsel		Department Head
Date _____	Date _____	Date _____

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ICEMA Exemption List Performance Based Contracts / MOUs DRAFT

To be used for flagging purposes – these are not automatic exemptions

THE EXEMPTION REQUEST MUST BE THE SOLE REASON FOR THE LATE RESPONSE

Exemption Code	Type	Definition	Minimum Supporting Information <i>(All exemptions require reporting of point of origin of responding unit.)</i>
17	Hospital Bed Delay	Delays of greater than 20 minutes that are the result of a prolonged drop-off of a previous transport (e.g. bed delay), outside the control of the provider. This time does not include time needed by provider to get ready to respond. Requires more than one unit be on bed delay at time of call and system level depletion due to bed delay must be at least 20%.	Name of facilities and number of units at each facility experiencing prolonged drop off. System level at time of call. Thomas Brother's map grid location of responding unit. Screen shot, CAD, tape, Road Safety, if available.
20	Second Unit or Subsequent	More than one unit to the same location.	Incident number of first unit on-scene. CAD, tape.
99	Other	Any other mitigating circumstances falling outside the list of exemptions that may impede the response of a unit. The reason must be explained in exemption report. This exemption is to be used only when the reason is outside of the control of the provider. (Accident [provider not at fault]), disaster, MCI, Upgraded or Downgraded, etc.	Documentation sufficient to justify request. Thomas Brother map grid, CAD, tape, Road Safety, if available