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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

AMERICAN MEDICAL RESPONSE WEST, a California corporation,

Plaintiff,

vs.

COUNTY OF SONOMA; and DOES 1 through 30,

Defendants.

COUNTY OF SONOMA,

Cross-Complainant,

vs.

AMERICAN MEDICAL RESPONSE WEST, a California corporation; and ROES 1 through 30, inclusive,

Cross-Defendants.

Case No. SCV-272948
[Hon. Patrick Broderick, Dept. 16]

No Filing Fee Due: Government Code § 6103

COUNTY OF SONOMA'S CROSS-COMPLAINT FOR:

(1) BREACH OF CONTRACT, and

(2) BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

DEMAND FOR JURY TRIAL

Action Filed: March 29, 2023
Trial Date: None Set

Plaintiff County of Sonoma ("Sonoma County") alleges the following in support of its Cross-Complaint against Cross-Defendant American Medical Response West ("AMR") and ROES 1-30:

I. NATURE OF ACTION

1. For years, AMR has provided emergency ambulance services in Sonoma County for its residents in their most dire times of need. Sonoma County is forever grateful to the women and men who provide these life-saving services, and surely Sonoma County's residents are as well. Sonoma County and AMR have been long-standing contractual partners in this effort, and that relationship has lasted decades without a significant incident. This is a dispute about corporate-level policies and resource deployment, not about the invaluable service that the paramedics and EMTs provide.

2. Before the agreement with AMR expired, Sonoma County began a competitive bidding process for the next contract for emergency ambulance services in the area. Due to a series of wildfires that devastated Northern California and the COVID-19 pandemic, this process was delayed, which required Sonoma County and AMR to extend their contract. Then, due to supply chain troubles and staffing issues that would have made it impossible for any competitors to successfully bid for the contract (the whole point of a "competitive process"), the process had to be delayed again. And again, Sonoma County and AMR extended their contract.

3. In late 2022, and continuing into 2023, AMR's performance suffered greatly. Pursuant to the parties' agreement, if AMR fails to meet certain performance metrics (response times, ambulance availability, compliance reporting, etc.), AMR is obligated to pay liquidated damages for those failures. These liquidated damages have been relatively low amounts (never exceeding $120,000 per year prior to mid-2019, and ticking up to $135,000 for the time period between July 2019 and February 2020; the liquidated damages provisions were suspended during the COVID-19 crisis). In August 2022, AMR had its highest-ever monthly liquidated damages of $179,500 for a single month (more than AMR was obligated to pay for entire years previously).

4. After the latest contract extension was signed, a state regulator notified Sonoma County informally that it believed AMR's exclusivity had technically expired. Regardless, AMR

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continues to enjoy *de facto* exclusivity, with only just over 1 percent of other non-AMR ambulances responding to calls. In fact, data shows that AMR would not have been able to respond to most of these calls within the mandated time frames. Nevertheless, AMR used this as a pretext, claiming to "rescind" its agreement with Sonoma County, and refusing to comply with the agreement's performance metrics, reporting requirements and payment of liquidated damages (*i.e.* all accountability). However, AMR is still able to provide emergency ambulance services in Sonoma County (which it could not do absent an agreement) and getting paid for those services, meaning that AMR is getting all of the benefits of the agreement, without any of the burdens imposed.

5. By this Cross-Complaint, Sonoma County merely seeks to have AMR do what it has already promised to do: provide timely and compliant emergency ambulance services, and meet its performance and reporting obligations. AMR must pay the liquidated damages it already owes, but must improve its performance to avoid these liquidated damages going forward.

II. THE PARTIES

6. Cross-Complainant Sonoma County is a political subdivision of the State of California.

7. Cross-Defendant AMR is a California corporation organized and existing under the laws of California. AMR is, and was at all relevant times, qualified to do business and was doing business in California.

III. JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over each of the causes of action alleged in this Cross-Complaint by virtue of the statutes, common law, and other legal authority of the State of California, and by virtue of the fact that the amount in controversy exceeds $25,000.00. The Court has personal jurisdiction over AMR because AMR committed the acts and omissions relevant to the cause of action alleged in this Cross-Complaint, and otherwise purposefully availed itself of the benefits and protections of the laws of the State of California.

9. Venue is proper in this Court because the contract at issue in the case was made and was to be performed in the County of Sonoma, California. The contract contains a venue

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clause that requires that this case be brought in the County of Sonoma. In addition, the liabilities and obligations that are the subject of this case arose in the County of Sonoma.

IV. THE EMS ACT

10. The Emergency Medical Services ("EMS") Act (the "EMS Act") establishes a two-tiered system of regulation. At the state level, the Emergency Medical Services Authority ("EMSA") is a state agency that performs a number of services, including reviewing emergency medical services plans submitted by local EMS agencies to determine whether the plans "effectively meet the needs of the persons served," are "consistent with coordinating activities in the geographical area served," and "consistent with . . . both the guidelines and regulations." (Health & Saf. Code § 1797.105(a), (b).)

11. The second tier of regulation under the EMS Act is occupied by the local EMS agency ("LEMSA"). Its duties are enumerated in chapter 4 of the EMS Act, entitled "Local Administration." (Health & Saf. Code §§ 1797.200-1797.276.) LEMSAs have the primary responsibility for EMS in a county. (Section 1797.94.) LEMSAs may create Exclusive Operating Areas ("EOAs") by running a "competitive process" to select a provider at "periodic intervals." (Section 1797.224.)

12. Sonoma County's LEMSA is called Coastal Valley's EMS Agency ("CVEMSA"), which is part of Sonoma County's Department of Health Services ("DHS"), itself a subdivision of Sonoma County.[1] LEMSAs may create Exclusive Operating Areas ("EOAs"). (Health & Saf. Code § 1797.224.)[2]

13. State and local law require ambulance providers to have an agreement with the LEMSA. (22 CCR § 100168(b)(4) [A paramedic service provider shall "[h]ave a written agreement with the LEMSA to participate in the EMS system."]; Sonoma County Mun. Code § 28-7(a) ["Any EMS…shall secure a provider agreement from the LEMSA specifying terms and

[1] As DHS oversees Sonoma County's LEMSA, the term DHS is used throughout.

[2] All code references to Health and Safety Code unless otherwise noted.

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conditions for the services to be provided…"].) Provider agreements, such as the one in dispute here, are the primary way that CVEMSA regulates EMS.

14. Sonoma County Municipal Code Section 28-8 ("Section 28-8") requires EMS "zones" to be established by Sonoma County's EMS plans. The "zones" have specific geographic boundaries and a designated ambulance service provider to provide emergency ambulance services within those boundaries. Any changes to zone boundaries or to the emergency ambulance service provider agencies designated as the provider for that zone must follow a lengthy procedural process required by Section 28-8.

V. GENERAL ALLEGATIONS

A. Sonoma County's Contract with AMR

15. DHS created an EOA, EOA-1. In 2009, AMR won the competitive process and was awarded a 10-year agreement for EOA-1. The 2009 contract, and the amendments thereto, are collectively referred to herein as the "Agreement." The 2009 contract is attached hereto as Exhibit A. Sonoma County and AMR amended the Agreement once with an effective date of October 1, 2011 and a second time with an effective date of November 9, 2011. These first two amendments are unrelated to the issues raised here. The initial term of the Agreement was July 1, 2009 through June 30, 2014, with the option to extend for an additional five years through June 30, 2019. Sonoma County exercised its option to extend the Agreement.

16. The Agreement and its subsequent amendments is the only agreement CVEMSA has with AMR. Without the Agreement, AMR violates state and local law by providing EMS in Sonoma County.

B. Devastating Fires and the COVID-19 Pandemic Delayed the Competitive RFP Process

17. Since the original Agreement (as extended) was due to expire in June 2019, DHS planned to have a competitive process to select an emergency ambulance services provider for the EOA-1 zone starting around October 2017 to be effective by July 1, 2019 (the "Competitive RFP Process").

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18. In October 2017, five wildfires erupted in the area which are commonly referred to the North Bay Wildfires of 2017. In total, the North Bay Wildfires claimed the lives of 43 people, burning over 161,000 acres across Sonoma County and Napa County. Some 8,200 structures were either damaged or completely destroyed in the North Bay, the majority of which were located within Sonoma County. Of the five, the Tubbs Fire hit Sonoma County the hardest, causing 22 deaths and burning 36,807 acres and 4,600 homes.

19. Due to this unexpected natural disaster, Sonoma County was forced to dedicate its resources to fighting the fires and eventual recovery and rebuilding.

20. Understandably, focus on the Competitive RFP Process to select an emergency ambulance services provider was not possible at the time, since for the Coastal Valley EMS Agency, Sonoma County leadership, and other stakeholders were tasked with and focused on recovery and rebuilding.

21. Accordingly, in light of the focus on the task of recovery and rebuilding, Sonoma County asked for, and EMSA issued, a letter on June 26, 2018, stating that Sonoma County could delay the Competitive RFP Process until June 30, 2020.

22. In Summer 2018, the Mendocino Complex Fire struck, which was at the time the single-largest recorded wildfire in California. The Mendocino Complex fire burned a total of 459,123 acres, and destroyed 280 structures while damaging 37 others. While that fire did not burn in Sonoma County, CVEMSA is the LEMSA for Sonoma County and Mendocino County, so the Mendocino Complex Fire diverted resources to Mendocino County.

23. In October 2019, while Sonoma County and its residents were still grappling with the catastrophic impacts of the North Bay Wildfires, Sonoma County suffered another devastating fire. The Kincaid Fire burned over twice the acreage of the Tubbs Fire and resulted in the evacuation orders of over 190,000 people, the largest evacuation ever in Sonoma County. The evacuation orders also resulted in the evacuation of nearly 400 patients from eight healthcare facilities. Some healthcare facilities were closed for several weeks after community repatriation, placing additional workload on CVEMSA staff, as well as additional strain on stakeholder's

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ability to engage in the critical planning processes needed to conduct an effective and competitive RFP process.

24. Long after the flames of all these fires were extinguished, CVEMSA staff, acting in their role as the Medical Health Operational Area Coordinator ("MHOAC"), were required to perform rigorous after-action work and system improvement planning on three major fires (the Tubbs Fire, the Kincaid Fire, and the Mendocino Complex Fire) through the Fall 2019 and into the Spring 2020.

25. Then, in Spring 2020, the COVID-19 pandemic hit. As the MHOAC for both Sonoma and Mendocino Counties, CVEMSA dedicated substantial resources and energy into supporting the pandemic response from March 2020 through the end of 2021. Throughout 2020, CVEMSA staff was immersed in supporting the logistics needs of health care facilities. In addition, CVEMSA supported planning and operations for COVID-19 testing in facilities. Starting in 2021, CVEMSA supported planning and operationalizing COVID-19 vaccine administration in facilities. Throughout the entire pandemic, CVEMSA played the critical role of ensuring resources and mutual aid for the Sonoma County and Mendocino County medical communities were appropriately processed.

26. Adding to the burden of the pandemic response, CVEMSA staff also responded to two additional major Sonoma County wildfires concurrent with the pandemic. The first was the LNU Complex Fire which burned for a month and a half in Fall 2020. That fire was followed shortly by the Glass Fire, prompting evacuation of 70,000 people. Like with the Tubbs and Kincaid fires, CVEMSA was immersed in after-action and planning activities long after the flames of the fires were extinguished.

27. The impact on CVEMSA staff resources of responding to five major fires and the COVID-19 pandemic during the EMSA extension period cannot be overstated. While these disasters diverted CVEMSA staff and stakeholder focus from the pending Competitive RFP Process, the work staff performed was essential to ensuring the success of the disaster response and improving community preparedness.

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C. The Competitive RFP Process was Delayed to Preserve Competition.

28. Following the massive challenges presented by years of wildfires and a global pandemic, CVEMSA was able to successfully issue their Competitive RFP Process for Ground Ambulance Service on November 8, 2021.

29. The timetable for the Competitive RFP Process required proposals to be submitted by March 1, 2022. The notice of intent to award the contract would be issued on April 5, 2022, with that resulting contract to be implemented on July 1, 2022.

30. Part of the Competitive RFP Process was the so-called "Proposer's Pre-Bid Conference" that was held on December 2, 2021. During that conference, all the potential proposers other than the incumbent AMR (including at least two private ambulance companies, as well as Sonoma County Fire Department or "SCFD") explained the challenges with meeting Sonoma County's implementation timeline due to serious supply chain problems (particularly with ambulance chassis) and labor shortages in the skilled medical services industry. Given that the proposals would be due only a short time later, Sonoma County advised the conference participants that it would monitor the supply chain and labor market.

31. Over the next few months, supply chain problems worsened, and labor shortages did not improve. Several proposers stated that the risks of instability associated with submitting a proposal given the current market conditions were too high, and they were unlikely to be able to continue to participate in the Competitive RFP Process.

32. In light of the fact that potential proposers would not be able to participate in the Competitive RFP Process, Sonoma County determined that proceeding with the Competitive RFP Process with an insufficient number and variety of potential providers would be anticompetitive, creating the significant risk that, if it went forward, its results would be overturned. This would be a worst case scenario, creating significant system instability while the provider selection was in limbo.

33. The timetable left only 87 days from the notice of award to the implementation of service. Supply chain and worker shortages meant that any proposer besides the incumbent AMR could not begin providing service on July 1, 2022. Effectively, these circumstances made it very

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unlikely that any provider other than AMR could submit a responsive proposal, making it a "one horse race." Such circumstances would not meet EMSA's requirements for a competitive bid process. One potential proposer even threatened litigation if the Competitive RFP Process proceeded without real opportunity for participation. Accordingly, Sonoma County determined it could not proceed with a "competitive process" that was not actually competitive.

34. On February 18, 2022, Sonoma County officially postponed the RFP. Sonoma County reached that decision, and would have reached that decision, regardless of any other factors. The decision was not based, despite AMR's suggestion to the contrary, on other contemporaneous events, including Sonoma County entering into a settlement agreement with SCFD. Though the continuance was included in a settlement agreement, the postponement of the RFP would have occurred anyway.

D. AMR Agreed to Extend the Agreement Two Additional Times

35. Sonoma County and AMR extended the Agreement two more times by amendment. The first such amendment extension, dated June 3, 2019, had a term of July 1, 2019 through June 30, 2022 ("Third Amendment"), attached hereto as Exhibit B. This amendment was entered into after EMSA issued the EMSA 2018 Extension Letter, which acknowledged that exclusivity could continue through July 1, 2020. On information and belief, AMR knew about the 2018 EMSA letter and, therefore, understood that the new term extended past July 1, 2020. Thus, AMR signed the Third Amendment knowing that the Competitive RFP Process would not take place in 2020. Sonoma County made no representations – in the Agreement, the Third Amendment, or otherwise – about EMSA's views on the status of exclusivity in EOA-1. AMR signed the Third Amendment with knowledge of all of the relevant facts regarding exclusivity.

36. As discussed above, in February 2022, Sonoma County determined it would suspend the planned Competitive RFP Process for a new contract which was scheduled to begin July 1, 2022. However, in order to do so without any interruption to vital emergency ambulance services, Sonoma County needed to extend the Agreement with AMR. Sonoma County approached AMR and requested an additional six-month extension of the Agreement, which would be effectuated by a fourth amendment to the Agreement.

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37. AMR understood that the purpose of a short extension of the Agreement was to accommodate the postponement of the Competitive RFP Process, so that there was no interruption of emergency ambulance services between the end of the Agreement's third amendment and the completion of the now-extended Competitive RFP Process. AMR understood that the proposed extension was not in lieu of the Competitive RFP Process, and that AMR would be required to win the Competitive RFP Process if it wished to continue being the exclusive provider following the expiration of the contemplated extension.

38. At the time the parties were discussing a possible extension, AMR believed it was likely to win the Competitive RFP Process and thus had the upper hand in negotiating the extension. AMR representatives communicated to Sonoma County that they expected that AMR would be the only provider able to submit a complete proposal by the deadline, so any fourth amendment would have to be lucrative for AMR. In addition, AMR representatives clearly understood that the Competitive RFP Process would take place later and that the purpose of a fourth amendment was to extend the timeline for the Competitive RFP Process to be completed. Indeed, AMR requested that the contemplated extension be executed before the weekend so that their staff working on drafting their proposal for the Competitive RFP Process would not have to work on it during the weekend.

39. Ultimately, AMR was unwilling to agree to the short, six-month contract extension. Instead, AMR asked for a two year extension, and the parties ultimately agreed to an 18-month extension, which also included a significant rate increase (from $2,177.10 to $2,707.96 for the base rate), and an increase of other charges by 50 percent. AMR also asked for the amendment extending the Agreement to implement a "tiered response" provision, which would permit AMR to send different personnel and equipment depending on the severity of the emergency call, which would save AMR money and increase their profits. However, at the public Board of Supervisors meeting regarding the extension, the Board of Supervisors expressed concern about the tiered response language and the propriety of making a County-wide policy change that impacted patient safety based on the insistence of one private ambulance provider (which stood to profit from the

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policy). AMR agreed to significantly modify the tiered response language from the amendment that would extend the Agreement.

40. Sonoma County and AMR signed a proposed fourth amendment on February 22, 2022. As with all contracts of this nature, it needed to be reviewed and approved by the Sonoma County Board of Supervisors before it would be effective. The Board of Supervisors required changes to the fourth amendment before it would be approved, which were agreed to by all parties, and the "Fourth Amendment" was approved and executed, and became effective on June 16, 2022, attached hereto as Exhibit C. The Fourth Amendment extended the Agreement through January 15, 2024.

41. Section 1797.224 requires a competitive bidding process for emergency ambulance services contracts at "periodic intervals" and no such process had occurred since 2009. With full knowledge of these facts, AMR signed two extensions of the Agreement, consisting of the Third Amendment (with a term of 2019 through 2022) and the Fourth Amendment (with a term of 2022 through 2024).

42. Pursuant to Sonoma County's EMS plan and under Section 28-8, and pursuant to the Agreement, AMR is the emergency ambulance services provider for the "zone" referred to as EOA-1. Since the process to change the zone provider under Section 28-8 has not been initiated during the term of the Agreement, AMR remains the zone provider for EOA-1 to date.

E. AMR Fails to Comply With Response Time, Ambulance Availability, "90 Percent" Standards and Compliance Reporting in Breach of the Agreement

43. The Agreement contains a number of requirements that pertain to the services provided by AMR. These include, without limitation, meeting certain response times for emergency calls, having sufficient personnel and equipment to respond to emergency calls, maintaining at least 90 percent compliance with these standards, and providing compliance reports. Failure to comply with these standards, in addition to being a breach of the Agreement in and of itself, is also subject to liquidated damages provisions.

44. From the inception of the Agreement through early 2020, AMR did incur the imposition of the liquidated damages provisions, but they were for relatively low amounts (never

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exceeding $120,000 per year prior to mid-2019, and ticking up to $135,000 for the time period between July 2019 and February 2020).

45. In March 2020, the enforcement of those liquidated damages provisions were suspended due to the ongoing COVID-19 pandemic. Those provisions remained suspended until June 2021.

46. However, since July 2021, AMR has failed to meet its obligations under the Agreement, including Section 6.1.A, which states that "[t]his Agreement requires the highest levels of performance…[m]ere demonstration of effort, even diligent and well intentioned effort by [AMR], shall not substitute for performance results required…"

1. Response Time Standards

47. AMR has not met response time standards in the Agreement (*i.e.*, ambulances arrive too slowly). (See Agreement, Ex. A hereto, at Section 1.4.) Failure to meet response time standards results in liquidated damages, specifically: "For every call in which Contractor fails to arrive within the maximum specified Response Time, Contractor shall pay Liquidated Damages in the amount of $100.00 per excess minute or fraction thereof. The maximum amount of Liquidated Damages per call shall be $800.00." (Agreement, Ex. A hereto, at Section 6.2.D.) In August 2022, AMR incurred significant liquidated damages due to significant delays in responding in particular instances. Many of these liquidated damages were incurred for high-acuity calls. AMR is required to provide services consistent with Emergency Medical Dispatch ("EMD") protocols. (Agreement, Ex. A hereto, Section 1.15.B.5.) EMD protocols, which are incorporate into the Agreement, refer to high level emergencies as "Echo" or "Delta", followed by lower-level emergencies referred to as "Charlie", "Bravo", and "Omega." (See *ibid*; see also *id*. at Section 1.4.) A few of the many examples of significant response time liquidated damages that month include:

a. On August 5, 2022, AMR took 17 minutes and 49 seconds to arrive on the scene for a Delta call, for which the required response time was 6 minutes and 59 seconds, resulting in $600 of liquidated damages.

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b. On August 6, 2022, AMR took 20 minutes and 55 seconds to arrive on the scene for a Delta call, for which the required response time was 6 minutes and 59 seconds, resulting in $800 of liquidated damages.

c. On August 10, 2022, AMR took 29 minutes and 36 seconds to arrive on scene of a Bravo call, for which the required response time was 11 minutes and 59 seconds, resulting in $800 of liquidated damages.

d. On August 12, 2022, AMR took 20 minutes and 24 seconds for a Charlie call, for which the required response time was 6 minutes and 59 seconds, resulting in $800 of liquidated damages.

e. On August 15, 2022, AMR took 23 minutes and 34 seconds for a Charlie call, for which the required response time was 6 minutes and 59 seconds, resulting in $700 of liquidated damages.

48. AMR repeatedly failed to meet response time standards in the last quarter of 2022 as well. A few of the many examples of significant response time liquidated damages that month include

a. September 24, 2022: AMR took 21 minutes and 44 seconds to respond to a Delta call, for which the response time was 6 minutes and 59 seconds, resulting in liquidated damages of $800.

b. October 20, 2022: AMR took 24 minutes and 33 seconds to respond to a Delta call, for which the response time was 13 minutes and 59 seconds, resulting in liquidated damages of $600.

c. November 15, 2022: AMR took 21 minutes and 6 seconds to respond to a Delta call, for which the response time was 6 minutes and 59 seconds, resulting in liquidated damages of $800.

d. December 17, 2022: AMR took 21 minutes and 51 seconds to respond to a Delta call, for which the response time was 6 minutes and 59 seconds, resulting in liquidated damages of $800.

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49. AMR continues to fail to meet response time standards. A few of the many examples of significant response time liquidated damages more recently include:

a. January 4, 2023: AMR took 52 minutes and 47 seconds to respond to a Charlie call, for which the required response time was 13 minutes and 59 seconds, resulting in liquidated damages of $800.

b. January 17, 2023: AMR took 18 minutes and 54 seconds to respond to a Delta call, for which the required response time was 6 minutes and 59 seconds, resulting in liquidated damages of $700.

c. February 9, 2023: AMR took 27 minutes and 7 seconds to respond to a Charlie call, for which the required response time was 6 minutes and 59 seconds, resulting in liquidated damages of $800.

d. February 15, 2023: AMR took 24 minutes and 49 seconds to respond to a Delta call, for which the required response time was 6 minutes and 59 seconds, resulting in liquidated damages of $800.

e. March 3, 2023: AMR took 19 minutes and 28 seconds to respond to a Delta call, for which the required response time was 6 minutes and 59 seconds, resulting in liquidated damages of $800.

f. March 10, 2023: AMR took 40 minutes and 49 seconds to respond to a Delta call, for which the required response time was 13 minutes and 59 seconds, resulting in liquidated damages of $800.

g. April 16, 2023: AMR took 26 minutes to respond to a Charlie call, for which the required response time was 13 minutes and 59 seconds, resulting in liquidated damages of $800.

h. April 21, 2023: AMR took 23 minutes 16 seconds to respond to a Delta call, for which the required response time was 6 minutes and 59 seconds, resulting in liquidated damages of $800.

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2. Ambulance Availability

50. AMR has not met the ambulance availability standards in the Agreement. AMR has had repeated issues with total ambulance unavailability, referred to as "Level 0," which is time when AMR has no ambulances available for dispatch. (See Agreement, Ex. A hereto, Section 6.4.) In August 2022, AMR had 86 instances of hitting Level 0 for over five minutes. Many of these instances were egregious:

a. On August 4, 2022, AMR was consecutively at Level 0 for 39 minutes and 39 seconds.

b. On August 5, 2022, AMR was consecutively at Level 0 for 44 minutes and 45 seconds, then again for 21 minutes and 6 seconds, then again for 40 minutes and 25 seconds, then again for 11 minutes and 55 seconds, then again for 10 minutes and 17 seconds, and then finally again for 13 minutes and 46 seconds. Counting all instances of Level 0 **on April 5, AMR was at Level 0 (i.e. had absolutely no ambulances available) for 165 minutes and 28 seconds, or over two hours and 45 minutes**.

c. On August 27, 2022, AMR was consecutively at Level 0 for 43 minutes and 38 seconds.

51. AMR had significant instances of hitting Level 0 in the last quarter of 2022 as well:

a. In September, AMR had 60 total instances of Level 0, 26 of which were five minutes or more, including periods of 26 minutes and 52 seconds on September 1, 19 minutes and 47 seconds on September 9, and 18 minutes and 55 seconds on September 30.

b. In October, AMR had 73 total instances of Level 0, 41 of which were five minutes or more, including periods of 36 minutes and 41 seconds on October 1, 16 minutes and 8 seconds on October 12, and 20 minutes and 23 seconds on October 19.

c. In November, AMR had 123 instances of Level 0, 57 of which were five minutes or more, including periods of 25 minutes and 5 seconds on November 11, 26 minutes and 52 seconds on November 9, and 33 minutes on November 15.

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d. In December, AMR had 108 instances of Level 0, 46 of which were five minutes or more, including 28 minutes and 5 seconds on December 12, 22 minutes and 31 seconds on December 15, 24 minutes and 25 seconds on December 15, and 37 minutes and 53 seconds on December 28.

52. AMR's failure to adhere to ambulance availability standards in the Agreement has continued. Some examples of calls where AMR was at Level 0 in 2023 include:

a. In January, AMR had 42 total instances of Level 0, 18 of which were five minutes or more, including periods of 15 minutes and 16 seconds on January 5, 16 minutes and 29 seconds on January 11, and 15 minutes and 11 seconds on January 13.

b. In February, AMR had 47 total instances of Level 0, 13 of which were five minutes or more, including periods of 26 minutes and 36 seconds on February 7, 20 minutes and 31 seconds on February 7, and 33 minutes and 32 seconds on February 21.

c. In March, AMR had 61 total instances of Level 0, 27 of which were five minutes or more, including periods of 21 minutes and 10 seconds on March 1, 16 minutes and 25 seconds on March 13, and 24 minutes and 59 seconds on March 21.

d. In April, AMR had 40 total instances of Level 0, 14 of which were five minutes or more, including: 20 minutes and 56 seconds on April 19, 16 minutes and 46 seconds on April 19, and 14 minutes 6 seconds on April 27.

3. 90 Percent Requirement

53. AMR is required to meet designated response times for 90 percent of all calls (after any contractual exceptions are applied) in each of the six response zones within EOA-1, which are designated as: (1) Santa Rosa, (2) Rohnert Park, (3) Sebastopol, (4) Oakmont, (5) Semi-Rural, and (6) Rural. (Agreement, Ex. A hereto, Section 1.4.) In August 2022, even after exceptions were applied, AMR failed to meet that requirement in three of the six response zones and overall. In Oakmont, Rohnert Park, and Sebastopol, AMR only responded timely to 82.26 percent, 85.08 percent, and 81.88 percent of the calls, respectively. This resulted in an overall compliance level of 89.14 percent.

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54. For each month in which AMR fails to meet the 90 percent standards, AMR is obligated to pay liquidated damages in the amount of $500.00 for each one-tenth (1/10) of a percentage point by which AMR performance falls short of the 90 percent standard. (Agreement, Ex. A, hereto, Section 6.2.D.)

4. Compliance Reports

55. Pursuant to the Agreement, AMR is obligated to provide certain compliance reports. (Agreement, Ex. A hereto, Section 1.6.F.) These compliance reports include, among other things, the number of calls where AMR was late and information about those calls, the number of instances where AMR did not have an ambulance available, and the duration of those instances, and liquidated damages incurred. Failure to provide compliance reports subjects AMR to additional liquidated damages of $2,500 per incident when it fails to produce requested information due to its own refusal or delay. (Agreement, Ex. A hereto, Section 6.7.C.)

56. Following its dismal performance in August 2022, AMR stopped providing compliance reports in violation of terms of the Agreement. In March 2023, upon learning that Sonoma County was planning to send a breach notification letter, AMR quickly resumed submitting the reports. In addition to the failure to provide compliance reports being a material breach of the Agreement, it also left Sonoma County and members of the public with significant concerns about AMR's performance, response times, and ambulance availability.

5. Financial Audit Reporting

57. Pursuant to the Agreement, AMR is required to submit financial audit reporting to Sonoma County. (Agreement, Ex. A hereto, Section 1.6.) AMR repeatedly refused to provide financial data, and ultimately provided 2022 Q3 and Q4 data untimely. AMR's submission for Q3 and Q4 of 2022 are not in accord with Section 1.6.G. because the documents that AMR submitted do not include data broken out on a monthly basis. AMR financial personnel who typically receive AMR's financial audits have not received a report for Q1 2023.

58. Because AMR failed to produce requested information due to its own refusal or delay, Section 6.7.C. of the Agreement applies, which makes AMR liable for damages in the

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amount of $2,500 per incident when AMR fails to produce requested information due to its own refusal or delay.

6. Liquidated Damages

59. AMR's history of incurring liquidated damages under the Agreement is illustrative of the severity of its more recent compliance issues:

Time Period	**Damages**
July 1, 2015 – June 30, 2016	$72,000
July 1, 2016 – June 30, 2017	$128,700
July 1, 2017 – June 30, 2018	$115,900
July 1, 2018 – June 30, 2019	$118,700
July 1, 2019 – February 28, 2020	$135,141
March 1, 2020 – June 30, 2021	Waived due to COVID-19
July 1, 2021 – June 30, 2022	$292,500
July 1, 2022 – April 30, 2023	**$465,600**

60. In August 2022, AMR had its highest ever monthly liquidated damages total, with $179,500 for a single month, which was reflective of its failure to perform its obligations under the Agreement.

61. AMR has failed and refused to pay liquidated damages that are due and owing under the Agreement, which constitutes further breach of the Agreement.

F. AMR's October 14, 2022 Letter Attempting to Void the Agreement Came Right After Its Worst-Performing Month in AMR's History

62. Shortly before the compliance reports reflecting September 2022's data was due, on October 14, 2022, AMR sent a letter to Sonoma County asserting that the Agreement was "rescinded" (the "October 14 Letter"). The October 14 Letter alleged, among other things, due to EMSA's rejection of Sonoma County's request to delay the Competitive RFP Process, the EOA is no longer "exclusive," and purports to rescind the Agreement on that basis. The timing of the

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October 14 Letter is transparent – AMR sought to get out from under the quality of care requirements that it was not able to meet. Nevertheless, AMR stated that it would continue to provide emergency ambulance services in Sonoma County, but apparently without any performance standards, without any response time standards, without any availability standards, and without any accountability.

63. Without the Agreement, AMR cannot operate in Sonoma County. (22 CCR § 100168(b)(4) [A paramedic service provider shall "[h]ave a written agreement with the LEMSA to participate in the EMS system."]; Sonoma County Mun. Code § 28-7(a) ["Any EMS…shall secure a provider agreement from the LEMSA specifying terms and conditions for the services to be provided…"].)

64. AMR's basis for the purported rescission for a lack of exclusivity is without merit. Sonoma County has gone to great lengths to guarantee that exclusivity, where appropriate. Some examples include, without limitation:

a. Sonoma County, under Section 28-8, has continued to designate AMR as the zone provider in EOA-1.

b. Sonoma County has taken affirmative steps to preserve the benefit of the Agreement to AMR, including:

(i) In a settlement with SCFD about existing litigation regarding EOA-2 and threatened litigation about EOA-1, Sonoma County secured SCFD's agreement to "not challenge a provision in an amendment to [the Agreement with AMR] which extends AMR's exclusive contract by no longer than January 15, 2024" and to "honor the exclusivity of EOA-1."

(ii) When AMR reported in June 2022 that SCFD was providing mutual aid[3] in EOA-1 that AMR had not requested, on July 12, 2022, Sonoma County sent a letter to SCFD demanding that SCFD stand down, noting that, "in no case may one provider unilaterally

[3] Mutual aid is when a provider assists another provider with the provision of emergency ground ambulance services. (See Agreement, Ex. A hereto, Definitions Section.)

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respond into another ambulance service zone without the expressed permission of the designated zone provider."

65. The basis of AMR's allegations in this litigation is that AMR is not receiving the exclusivity benefit of the Agreement because SCFD has responded to 405 calls during the period of August 1, 2022 through February 28, 2023 in EOA-1 without AMR's request for assistance. (See AMR's Complaint in this action, at ¶56.) Sonoma County reviewed dispatch data to determine whether SCFD was encroaching into AMR's zone. According to the data that AMR compiled and provided to Sonoma County on March 8, 2023, during that same time period, there were a total of 23,695 calls. According to AMR's data, AMR controlled the response to 98.3 percent of the calls in EOA-1 during that time period.

66. Further, it is important to note that Sonoma County did not dispatch SCFD 405 times, or ever. Sonoma County does not dispatch ambulances. Ambulance dispatch is controlled by a joint powers authority called REDCOM. REDCOM is operated by AMR under a Joint Powers Agreement, to which Sonoma County is not a party. AMR controls dispatch.

67. The infrequent involvement of SCFD is fueled by AMR's capacity issues and does not impact exclusivity. AMR's exclusivity cannot be read to require Sonoma County residents to wait during their time of emergency if AMR is not able to get to them timely.

68. SCFD reports that they are dispatched only when AMR is at Level 0 (which means that AMR has no available ambulances, which in and of itself is a breach of the Agreement and deeply problematic) or has no ambulances in range to promptly respond. For example, in July 2022, 84 percent of the calls when SCFD was dispatched were calls where AMR had no ambulance that could have responded at all or no ambulance that could have responded within the contract's required response times. These calls are not stolen; they are saved.

69. Sonoma County would like to provide this same analysis for the time period on which AMR has focused in its Complaint in this action (August 1, 2022 through February 28, 2023) but despite multiple requests to AMR in its role as dispatch coordinator, AMR has not provided that data to Sonoma County.

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70. If anything, SCFD's responses to calls are beneficial to AMR. But for SCFD's response, AMR would often fail to respond to calls within the contractually mandated time frames and would have been otherwise exposed to liquidated damages for those failures.

71. AMR's capacity issues were confirmed by other emergency responders in the area. For example, Sonoma Valley Fire District (a separate entity from SCFD) stated in a letter that it has "become the norm" to assist in EOA-1 because AMR could not meet demand. Additionally, the Petaluma Firefighters Local expressed concern in a letter that between 2019 and January 3, 2023, its ambulance responded to calls in EOA-1 1,236 times to assist with serving patients in EOA-1. It is important to note that AMR did not complain about exclusivity in the 2019 to 2021 timeframes, only when it became convenient for AMR to do so.

72. AMR is effectively asking Sonoma County to stop SCFD from dispatching for emergency calls. First, as stated above, AMR controls dispatch, so Sonoma County could not control dispatch.[4] Second, the data AMR has provided to Sonoma County indicates AMR could not timely respond to the great majority of those calls. Thus, AMR demands that Sonoma County do something it has no power or ability to do, the result of which would be that Sonoma County residents suffering in an emergency would have to wait longer to receive emergency services, resulting in prolonged distress, adverse health consequence, or even death.

73. Since AMR's October 14 Letter, AMR has continued to receive all of the benefits of the Agreement by continuing to operate in EOA-1 (and bill Sonoma residents and their insurers) with *de facto* exclusivity. AMR remains the designated zone provider pursuant to Section 28-8. Section 28-8 establishes the process for changing zone boundaries or provider agencies, and no party has made an effort to initiate a change. Sonoma County did everything in its power to reasonably ensure AMR was dispatched for emergency calls in EOA-1. AMR continues to bill and collect for its services based on the terms of the Agreement, resulting in

[4] CVEMSA does have medical control over dispatch. (Section 1797.220; Sonoma County Mun. Code § 28-13.) But what AMR asks the LEMSA to do – to stop SCFD from dispatching when the only data AMR has provided to Sonoma County indicates AMR could not timely respond to those calls, leaving County residents to linger during their times of emergency – would not be a reasonable exercise of medical control.

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AMR making significant profits by serving Sonoma County residents. (Agreement, Ex. A hereto, Section 1.3.) AMR also continues to use and enjoy the communication infrastructure that Sonoma County maintains. (Agreement, Ex. A hereto, Section 14.)

74. Despite receiving all of the benefits, AMR has failed to satisfy the burdens of the Agreement, including most notably accountability for inadequate response times and excessive time in Level 0.

G. AMR is in Material Breach of the Agreement

75. As set forth herein, AMR is in breach of the Agreement, including without limitation: (1) by failing and refusing to meet contractually-mandated response times, (2) by failing and refusing to meet contractually-mandated ambulance availability standards, (3) by failing and refusing to provide contractually-mandated compliance reporting, and (4) by failing and refusing to pay liquidated damages owed because of these breaches.

76. The Agreement provides that a major breach occurs where there are "[m]ultiple or un-remediated failures to correct any Minor Breach within a reasonable period of time" (Section 10.1.E.) and there is a "[f]ailure of the contractor to operate services in a manner which enables the EMS Agency and Contractor to remain in substantial compliance with the requirements of applicable federal, state and local laws, rules and regulations" (Section 10.1.A.).

77. Sonoma County provided formal notice of the breaches noted below on March 8, 2023 ("Notice of Breach") and again on April 7, 2023 ("Notice of Breach Follow Up"), attached hereto as Exhibits D and E. AMR responded by way of letter to the Board of Supervisors on April 13, 2023, refusing to correct the issues stated below.

78. In addition, on April 7, 2023, DHS instructed AMR to provide a Corrective Action Plan that demonstrates how it can achieve improved compliance to provide the required level of service. AMR refused.

FIRST CAUSE OF ACTION

(Breach of Written Contract)

79. Sonoma County reincorporates each of the above paragraphs as though fully set forth herein.

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80. Sonoma County entered into the Agreement with AMR.

81. Sonoma County has performed all of the obligations required under the Contract, or is excused from doing so.

82. AMR breached the Agreement by, among other things: (1) by failing and refusing to meet contractually-mandated response times, (2) by failing and refusing to meet contractually-mandated ambulance availability standards, (3) by failing and refusing to provide contractually-mandated compliance reporting, and (4) by failing and refusing to pay liquidated damages owed because of these breaches.

83. As a direct and proximate result of AMR's breaches, Sonoma County has been damaged and continues to be damaged in an amount to be proven at trial.

SECOND CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith and Fair Dealing)

84. Sonoma County reincorporates each of the above paragraphs as though fully set forth herein.

85. Sonoma County entered into the Agreement with AMR.

86. Sonoma County has performed all of the obligations required under the Contract, or is excused from doing so.

87. AMR did not act fairly and in good faith under the Agreement.

88. As a result of AMR's conduct, Sonoma County was damaged in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Sonoma County prays for relief as follows:

1. For damages in an amount to be proved at trial, plus applicable prejudgment interest;

2. For costs of suit incurred herein;

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/ / /

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3. For attorneys' fees if and to the extent permitted by law; and

4. For such other relief as the Court deems just and appropriate.

DATED: June 8, 2023

HOOPER, LUNDY & BOOKMAN, P.C.

By: 

JORDAN KEARNEY
Attorneys for COUNTY OF SONOMA

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EXHIBIT A

COUNTY OF SONOMA AGREEMENT FOR EMERGENCY GROUND AMBULANCE SERVICE IN THE EXCLUSIVE OPERATING AREA

This agreement ("Agreement"), dated as of Dec. 31 2008 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), on behalf of its EMS Agency and American Medical Response West (hereinafter "Contractor").

RECITALS

WHEREAS, County is authorized by law to develop an EMS system, and has designated its Department of Health Services as the EMS Agency pursuant to the EMS and Prehospital Care Personnel Act (Health and Safety Code sections 1797 et seq. hereinafter referred to as the "EMS Act"); and

WHEREAS, the EMS Agency has engaged in a competitive process pursuant to the EMS Act for the selection of a contractor to provide Emergency Ground Ambulance Services in the EOA as described in the map attached hereto as Exhibit A in accordance with the EMS Agency's Request for Proposals dated July 2008 ("RFP") attached hereto as Exhibit D; and

WHEREAS, the Contractor submitted a proposal ("Proposal") and has been selected by the EMS Agency to provide Emergency Ground Ambulance Services in the EOA as described in the RFP and Proposal attached hereto as Exhibit E and incorporated herein by reference; and

WHEREAS, Contractor represents that it is highly qualified to provide said services according to the terms and conditions herein stated; and

WHEREAS, in the judgment of the EMS Agency, it is necessary and desirable to retain the services of Contractor for the performance of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meaning given herein.

"Advanced Life Support" or "ALS" means those special services designed to provide definitive prehospital Emergency medical care as defined in Health and Safety Code section 1797.52. Contractor is mandated to and shall respond to all requests for services with an ALS Response.

"Advanced Life Support First Responder" means an ALS First Responder provider that is authorized by the EMS Agency to provide ALS first response services and is staffed by at least one EMT-P and equipped with EMS Agency-approved supplies and equipment.

"Advanced Life Support Ambulance" or "ALS Unit" means an Ambulance especially equipped to provide Advanced Life Support services and staffed by at least one EMT-1 and one EMT-P.

"ALS Resource" means an ALS Ambulance, a fire ALS First Responder (engine) or a Quick Response Vehicle (QRV) that is specifically authorized to respond to medical emergencies. An ALS Resource must be staffed by a minimum of one EMT-P and have all the equipment and supplies required by the EMS Agency. (Note: See "Advanced Life Support Ambulance" definition. ALS ambulance staffing requirements exceed ALS First Responder and QRV requirements.)

"Ambulance" or "Ambulance Unit" means any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated persons.

"Ambulance Service" means the furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by Ambulance. Taken in context, it also means the person or entity so engaged or professing to be so engaged.

"Average Response Time" means a Response Time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

"Authorized Registered Nurse" means a registered nurse who is authorized to provide prehospital Advanced Life Support or give medical direction to Advanced Life Support personnel from a base hospital under direction of a base hospital physician.

"Basic Life Support (BLS)" means special services designed to provide definitive prehospital Emergency medical care as defined in Health and Safety Code section 1797.60.

"Basic Life Support Unit (BLS Unit)" or "BLS Ambulance" means an Ambulance, as defined herein, staffed and equipped, at a minimum, to provide BLS services.

"Coastal Valleys EMS Agency" or "EMS Agency" means the local EMS Agency that was established by the Sonoma County, Mendocino County and Napa County Board of Supervisors to, among other responsibilities, contract for Ambulance Service that will provide coverage for the county.

"Code-3 Call" means any request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with EMS Agency policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

"Code-2 Call" means an immediate response without lights and siren for a dispatched request.

"Contract Oversight Committee" means a committee established by the EMS Agency to act in an advisory capacity regarding matters related to the Agreement, e.g. performance compliance.

"Contractor Medical Director" means the physician utilized by the Contractor to oversee the clinical and quality assurance programs of the Contractor.

"Critical Care Transport (CCT)" means the provision of Emergency Ambulance Services utilizing a registered nurse, physician, physician assistant or specially trained Paramedic as the attendant on such vehicle providing medical care at a level that exceeds the basic Paramedic scope of practice as defined in State law and regulations. For purposes of this Agreement, CCT shall include CCT-P.

"Dispatch Time" means the common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

"Emergency" means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by Emergency medical personnel or a public safety agency. (Health and Safety Code Division 2.5, Chapter 2, Section 1797.70). Scheduled BLS Ambulance Services, CCT's, air medical services (helicopter), bariatric transports, neonatal transports and pediatric transports and other Specialty Medical Transports are not included as part of this Agreement.

"EMS Agency" means the Coastal Valleys EMS Agency, the designated local EMS Agency.

"EMS Aircraft" means any aircraft utilized for the purpose of prehospital response and Emergency medical transportation.

"EMD Triaged Requirement" means the determination of the acuity and level of response to any incident through an approved EMD process.

"Emergency Ground Ambulance Service" means services requested by any source including the 9-1-1 telephone system and through any seven-digit phone number for immediate response ground ambulance service as outlined in this Agreement including the attached RFP.

"Emergency Call" means a real or self-perceived event where the EMS system is accessed by the 9-1-1 Emergency access number, or through any other method (e.g., seven digit telephone number or two-way radio transmission) or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

"Emergency Medical Dispatch System (EMD)" means the process using personnel trained to state and national standards on EMD techniques including call screening, call and resource prioritization and pre-arrival instruction.

"EMS Medical Director" means the EMS Agency Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

"Emergency Medical System (EMS)" means the full spectrum of prehospital care and transportation (including interfacility transports), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, Ambulance Services, and medical control. Scheduled BLS calls, CCT's, air medical services (helicopter), bariatric transports, neonatal transports and pediatric transports and other Specialty Medical Transports are not included in the scope of exclusivity covered by this Agreement but Contractor may provide these services on a non-exclusive basis.

"EMS System" means a specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery in an EMS area of medical care services under Emergency conditions. (Health and Safety Code Division 2.5, Chapter 2, Section 1797.78)

"Emergency Medical Technician – I" - or "EMT – I" means an individual trained in all facets of BLS according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to this part. This definition shall include, but not be limited to, EMT-I (FS) and EMT-I-A. (Health and Safety Code Division 2.5, Chapter 2, Section 1797.80)

"Emergency Medical Technician – Paramedic" - or "EMT-P" means an individual whose scope of practice to provide Advanced Life Support is according to the California Code of Regulations and whom has a valid license and local accreditation issued pursuant to California Health and Safety Code. (Health and Safety Code Division 2.5, Chapter 2, Section 1797.84)

"Exclusive Operating Area (EOA)" means the Sonoma County EOA #1 which is a single EOA servicing a portion of the unincorporated and incorporated areas in Sonoma County as detailed in maps included as Exhibit A to this Agreement.

"First Responder" means an agency with equipment and staff (e.g. fire department, police or non-transporting Ambulance Unit) with personnel capable of providing appropriate First Responder prehospital care.

"Implementation Date" means when the Contractor shall begin to provide the Emergency Ground Ambulance Services in accordance with this Agreement and the RFP, at 12:01 a.m. on July 1, 2009.

"Initial Coverage Plan" means the System Status Plan developed by Contractor and approved by the EMS Agency for the first three months of this Agreement.

"Joint Ventures" means two or more corporations or entities that have formed a temporary union for this Agreement.

"Level "0" means no Ambulance is available to respond to a call.

"Liquidated Damages" means amounts agreed to by the parties in the Agreement to be applied where actual damages cannot be ascertained with certainty in advance.

"MICN" or "Mobile Intensive Care Nurse" means a registered nurse who is authorized to provide prehospital Advanced Life Support or to give medical direction to Advanced Life Support personnel from a base hospital under direction of a base hospital physician.

"Multi-Casualty Incident (MCI)" means any event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

"Medical Base Hospital" means the source of direct medical communications with and supervision of the immediate field Emergency care performance by EMT-1s or EMT-Paramedics.

"Medical Priority Dispatch System ©" means the EMD system that has been approved for use in Sonoma County.

"Medical Protocol" means written standards for patient medical assessment and management.

"Mutual Aid" shall refer to: 1) responses into the EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with the provision of Emergency Ground Ambulance Services; 2) responses by the Contractor to service areas outside the EOA for the purpose of assisting the ground transport provider in an adjacent service area.

"On-Scene" means the moment when a unit is physically at or within one hundred (100) feet of the scene. In situations where the unit is responded to a location other than the scene (e.g., staging area for hazardous materials/violent crime incidents, non-secured scenes, multi-unit building complexes), arrival On Scene shall be the time the unit arrives at the designated staging location or within one hundred (100) feet of it.

"Paramedic" means an individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also known as an EMT-P.

"Paramedic Response Team" means a specialized response team comprised of licensed and locally accredited Paramedic personnel equipped with select ALS equipment as a method of responding to a request for service at a Special Event.

"Paramedic Unit" means an Ambulance staffed and equipped to provide Advanced Life Support at the scene of a medical Emergency and during transport in an Ambulance. The minimum standard for a Paramedic unit in Sonoma County shall be one (1) EMT-P and one (1) EMT-1.

"Peak-Load Staffing" means the design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger Peak-Load Staffing coverage.)

"Post" means a designated location for Ambulance placement within the Systems Status Plan (SSP). Depending upon its frequency and type of use, a post may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

"Priority Dispatching" means a structured method of prioritizing requests for Ambulance and First Responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

"Public Safety Answering Point (PSAP)" means a government operated facility that receives Emergency Calls for assistance through the E-9-1-1 system or over private telephone lines.

"Quick Response Vehicle (QRV)" means a vehicle that has at the minimum, one individual licensed and locally accredited at the Paramedic level or higher and equipment to provide ALS service.

"REDCOM" means the Redwood Empire Dispatch Communication Authority which is a joint powers authority consolidated fire and EMS dispatch entity. REDCOM is a secondary PSAP and is the dispatch center for the majority of the fire departments, EMS Aircraft and Emergency Ground Ambulance providers in Sonoma County. The exceptions are the cities of Cloverdale (fire and Ambulance), Petaluma (fire and Ambulance) and Rohnert Park (fire).

"Response Time" means the time measured from the time of initial alert of the appropriate responding resource(s) to the time that such resource arrives on scene with a fully functional and staffed ALS Resource.

"Scheduled BLS Call" means a request for a basic life support level ambulance transport where no detriment to the patient will occur as a result of the call being scheduled.

"Special Events" means periodic events such as parades, concerts, festivals, races and gatherings which attract, either by direct participation or as spectators, a large gathering of people.

"Specialty Transports" means those transports for special services provided by specialized teams including neonatal, pediatric ICU, air medical, interfacility CCT, etc.

"Statusing" means the posting or movement of Ambulances to improve Response Time based on the conditions at that time of the day.

"Subcontractors" means any person, entity or organization, to which Contractor, the EMS Agency or County has delegated any of its obligations hereunder.

"System Standard of Care" means the combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, Medical Protocols, protocols for selecting destination hospitals, standards for certification and accreditation of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of Ambulance Services and First Responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

"System Status Management" means a management tool to define the Unit Hours of production time, the positioning and allocation by hour and day of week to best meet demand.

"System Status Plan (SSP)" means a planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a System Status Plan.

"Transport Unit" or "Transport Vehicle" means an ALS Ambulance that is staffed, equipped and used for transporting patients.

"Unit Hour" means one hour of service by a fully equipped and staffed Ambulance assigned to a call or available for dispatch.

"Unit Hour Utilization Ratio" is calculated by dividing the number of transports (not calls) initiated during a given period of time by the number of Unit Hours produced during the same time period. Units involved in long-distance transfer work, Special Event coverage and certain other classes of activity are excluded from these calculations.

AGREEMENT

1. Scope of Services

1.1 General Responsibilities and Duties of Contractor

A. Personnel, Equipment and Materials Required. Beginning on the Implementation Date and throughout the term of this Agreement, Contractor shall provide the personnel, equipment and materials necessary to provide Emergency Ground Ambulance Services at an ALS Resource level and other services as described herein to persons in need thereof within the EOA. With regard to Contractor's responsibilities set forth in this Agreement, the terms "provide", "operate", or "furnish" shall mean to perform, make available or utilize either directly through Contractor's personnel and resources or through sub-contracts or other agreements which have been approved by the EMS Agency, the services, personnel, materials or supplies required herein. Contractor shall comply with the Sonoma County Emergency Medical Response Ordinance, EMS Plan and all applicable EMS Agency policies, procedures, protocols and directives issued by the EMS Medical Director in accordance with law. Contractor 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 EMS Authority and the County of Sonoma. Contractor's obligations are set forth in detail in the provisions of this Agreement and accompanying attachments.

B. In-Service Training Required. Contractor shall provide or contract for employee in-service training, as set forth in Contractor's Proposal, which will allow field personnel to meet and maintain state and local certification, accreditation, and licensure standards. Such in-service programs shall include training on local EMS Agency policies and procedures, field care audits, grief support training, peer support, critical incident stress management, driver training, multi-casualty/disaster training, and training in radiologic/nuclear/biological/chemical/explosive weapons.

C. EMS System Interaction. Contractor shall participate regularly in all aspects of development of the local EMS System including, but not limited to the following: (1) Expanded scope of practice treatment and equipment programs; (2) First Responder, EMT-1, Paramedic, MICN, Base Hospital physician and dispatcher education and training, and ride-along programs; (3) Disaster exercises and drills; and (4) Continuing education programs.

D. Equipment Maintenance. Contractor shall provide or contract for equipment maintenance. Contractor shall be responsible for installing and maintaining all radio equipment on the appropriate frequencies as required to comply with the terms of this Agreement.

E. Materials and Supplies. Contractor shall furnish all fuel, lubricants, repairs, initial supply inventory and all supplies (except those replaced by hospitals).

Contractor shall maintain, through a combined inventory of its Sonoma County operating locations, sufficient supplies and equipment, excluding fuel, lubricants and repair items, to sustain local operations for a minimum of twenty-one (21) days.

F. Policies and Working Relations. Contractor shall develop, negotiate, and maintain personnel policies, patient care policies, equipment rotation program, hospital relationships where appropriate, and maintain good working relations with other health care provider organizations and personnel.

G. First Responder Relations. Contractor shall maintain good working relationships with First Responder agencies and personnel.

H. Posting Locations. Contractor shall maintain Ambulance post locations pursuant to their System Status Plan (SSP) on file with the EMS Agency.

I. Law Enforcement Relations. Contractor shall maintain good working relationships with area law enforcement agencies.

J. Professional Conduct of Personnel. Contractor shall ensure courteous and professional appearance and conduct of its personnel at all times.

K. Professional Equipment and Facilities. Contractor shall maintain neat, clean, and professional appearance of equipment and facilities.

L. Mutual Aid Agreements. Contractor shall develop mutually beneficial support agreements with neighboring Ambulance Services, subject to approval by EMS Agency.

M. Reputation. Contractor shall promote and maintain a good reputation through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints.

N. Training. Contractor shall provide, upon request, basic First Responder in-service training, and Paramedic-assist training to First Responder personnel.

O. Continuous Quality Improvement Program

1. Contractor shall maintain a comprehensive continuous quality improvement (CQI) program approved by the EMS Agency and consistent with the EMS Agency's CQI program. Contractor shall not modify its approved CQI program without the prior approval of the EMS Agency.

2. Contractor's CQI program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care.

3. Contractor agrees that Contractor's Medical Director and clinical quality improvement staff will have significant levels of interaction and collaborative involvement with the EMS Medical Director and quality improvement staff.

4. Contractor's CQI program shall incorporate all activities and components delineated in its Proposal and shall meet all of the requirements set forth in the RFP, Section 6.4(g)(6).

5. Contractor shall provide CQI staff to coordinate and manage Contractor's CQI activities, including a physician Medical Director who shall meet regularly with the EMS Agency Medical Director and participate in the EMS Agency quality improvement activities and committees and other staff as required by EMS Agency.

6. In accordance with Section 1.1.O.1 above, Contractor shall use benchmarking of key clinical indicators and key performance indicators as tools for measuring Contractor's performance. Contractor shall provide quarterly reports detailing progress in those items according to a schedule approved by the EMS Agency. Contractor shall provide data developed through its CQI process to the EMS Agency for use in evaluating EMS system performance and in setting system improvement goals. Contractor shall incorporate any County approved benchmarking tools developed during the term of this Agreement into Contractor's CQI process.

7. Contractor shall establish and maintain a CQI mechanism to allow customers and system participants the ability to communicate directly with Contractor regarding concerns or suggestions for service improvements. QI contact information will be published at local healthcare facilities, First Responder stations, and public safety agencies. Members of the Contractor's QI team are to be automatically notified of incoming calls. Incidents that require feedback are to be attended to by the end of the following week.

P. Permits and Certification. Contractor shall maintain all appropriate and required state and local vehicle permits.

Q. Implementation of EMS Agency Policies. Contractor shall cause EMS Agency policies to be properly implemented. Contractor 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. Contractor shall also respond to all quality improvement and incident reports in accordance with established EMS Agency's policies.

R. Financial implications of Operations. When requested, Contractor shall advise the EMS Agency concerning financial implications of operational changes under consideration by either Contractor or the EMS Agency.

S. Data, Billing and Collection. Contractor shall operate a data processing, billing collection and reporting system as set forth herein.

T. Paramedic Preceptors. In coordination with the Base Hospital Medical Directors, Paramedic training programs and EMS Agency, Contractor shall provide Paramedic preceptors for prehospital training programs.

U. Reports to EMS Agency. Contractor shall provide data, reports and records to the EMS Agency as set forth herein.

1.2 Medical Control

A. Medical Control Authority. Contractor acknowledges that the EMS Agency Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of Ambulance and prehospital EMS care are maintained within the county and that the Medical Director has the authority for establishing the required drug inventories and Medical Protocols and that Contractor, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols.

B. Adherence to Medical Control Standards. The EMS Agency has an established system of medical control through the EMS Medical Director of the EMS System. Contractor shall adhere to the standards of medical control established by the EMS Agency.

C. Compliance with Laws and Policies. Contractor shall comply with the Sonoma County Emergency Medical Response Ordinance, EMS Policies and Protocol Manual and other directives, e.g. special memos, which may be issued under the EMS Medical Director's authority.

D. Contractor's Medical Director. Contractor shall provide a physician Medical Director who will oversee and coordinate the Contractor's clinical performance consistent with the provisions of Exhibit B to this Agreement. The Contractor's Medical Director shall be a physician Board certified in Emergency medicine or equivalent Emergency medicine experience and approved by the EMS Agency. The Contractor's Medical Director shall work with the EMS Medical Director and the physicians of the EMS System to ensure compliance by the Contractor and Subcontractors with the clinical standards established for the Sonoma County EMS System.

1.3 Emergency Ground Ambulance Services

A. Contractor shall be responsible for providing one hundred percent (100%), twenty-four (24) hour per day coverage for all requests for Emergency Ground Ambulance Services for the term of this Agreement within the EOA. Provision of Emergency Ground Ambulance Service includes ALS interfacility transports within the EOA. For all requests for Emergency Ground Ambulance Services within the EOA, Contractor shall respond with an ALS Resource Unit and is mandated to respond at the ALS Resource level.

B. All of the following transports originating in the EOA, except those BLS, CCT and Specialty Transport exclusions set forth in paragraphs 1.3.D and E below, shall be referred to Contractor. Contractor shall provide all Ambulance response and ground transports in response to the following:

1. All 9-1-1/PSAP requests;

2. All requests for immediate Ambulance Service transmitted through an authorized 9-1-1/PSAP;

3. All requests for Emergency Ground Ambulance Services made directly to Contractor or another Ambulance or public safety dispatch center through a seven-digit telephone call request without going through an authorized 9-1-1/PSAP;

4. Any other request for Emergency Ground Ambulance Services as defined by the EMS Agency's policies and procedures; and

5. Standby for Special Events requiring Emergency Ground Ambulance Services.

C. ALS Interfacility Transports. Provision of Emergency Ground Ambulance Service includes ALS interfacility transports within the EOA. If Contractor is unable to respond to a request for an ALS interfacility transport such that its unit will arrive within fifteen (15) minutes of the requested pick-up time, Contractor shall refer the request to an approved Mutual Aid provider. Contractor shall enter into at least one contract with a Mutual Aid ALS interfacility transfer provider, subject to the approval of the EMS Agency. Contractor understands and agrees that the EMS Agency may assess Liquidated Damages to Contractor for any late response to a request for an ALS interfacility transfer consistent with the late response Liquidated Damages provisions set forth herein, including those referred to a Mutual Aid provider.

D. BLS/CCT/Specialty Transports. Scheduled BLS Calls, CCTs, air medical services (helicopter), bariatric transports, neonatal transports and pediatric transports are not included in the scope of exclusivity covered by this Agreement, but Contractor may provide those services on a non-exclusive basis.

E. Wheel Chair Van and Litter Van Service. Contractor may provide wheel chair van and litter service (as those terms are defined in Title 13 of the California Code of Regulations) within the EOA for those calls which do not require Ambulance transportation.

F. Special Events. Contractor shall provide standby for Special Events coverage. Contractor shall make every attempt to negotiate a fair and reasonable charge for such services. If the Contractor is unable to commit to providing standby Emergency Ground Ambulance Services at a Special Event, Contractor shall refer the standby request to an approved Mutual Aid provider. Contractor shall be responsible for ensuring standby Emergency Ground Ambulance Services are provided at Special Events. In the event that Contractor is unable to provide such services either by itself or through an approved Mutual Aid provider due to unforeseen or extenuating circumstances, EMS Agency reserves the right to authorize another entity to provide such services.

G. Paramedic Response Team. Contractor shall provide a specialized Paramedic Response Team to provide Emergency medical care for incidents and Special Events requiring such services.

H. Public Information and Education. Contractor shall participate in and provide personnel and equipment to perform demonstrations at health fairs and other related events to promote EMS awareness and education.

I. Contractor shall establish and maintain a community CPR/First Aid training and education program subject to the review and approval of the EMS Agency.

1.4 Response Time Standards

A. The overall Response Time performance requirement for services under this Agreement is intended to ensure that Contractor responds to and arrives at each incident with an appropriate ALS Resource in accordance with established standards. The standards set forth herein establish the level of Response Time performance required by Contractor for calls within the EOA. During the term of this Agreement, Response Time standards may be modified at any time by the EMS Agency, with input from the Contract Oversight Committee. These modifications shall be consistent with the modifications in EMS operational and medical standards which are developed by EMS Agency. Contractor shall be notified no less than sixty (60) days prior to the effective date of the modification and Contractor shall define the contract impact within thirty (30) days of implementation.

B. Contractor shall respond to all requests for Emergency Ground Ambulance Services with an ALS Resource. The Response Time clock for an ALS Resource Unit will not be stopped until the arrival of an ALS Ambulance except as may otherwise be provided for herein.

C. Response Time performance calculation. Response Times are measured and calculated on a monthly basis for each response compliance zone within each of the six individual EOA zones. The six zones are set forth in the EOA map attached hereto as Exhibit A. Each of the six zones has been identified as either urban, semi-rural and rural areas based on population densities. The urban, semi-rural and rural area designations in each of the six zones are also depicted in the EOA map and tables attached hereto as Exhibit A. Response Times shall be calculated from the time the Contractor has been alerted to the incident until the time the Contractor arrives on the scene with a fully functional and staffed ALS Resource. All Response Times are measured in minutes and seconds. Contractor shall document all Emergency Ground Ambulance Services and times as required by EMS Agency procedures.

D. The Response Time standards as measured for each response compliance zone within each of the six zones in the EOA, as shown in Exhibit A, shall be as follows:

1. The Response Time for the ALS Resource on calls prioritized as Code-3 responses shall be as follows:

Urban:	90 percent of all calls in 6:59 minutes or less and no single calls exceeding 11:59 minutes.
Semi-Rural:	90 percent of all calls in 13:59 minutes or less and no calls exceeding 17:59 minutes.
Rural:	90 percent of all calls in 28:59 minutes or less and no calls exceeding 32:59 minutes.

2. The Response Time for the ALS Resource on calls prioritized as Code-2 Calls shall be as follows:

Urban:	90 percent of all calls in 11:59 minutes or less and no single calls exceeding 15:59 minutes.
Semi-Rural:	90 percent of all calls in 17:59 minutes or less and no calls exceeding 21:59 minutes.
Rural:	90 percent of all calls in 32:59 minutes or less and no calls exceeding 37:59 minutes.

3. In the event Contractor enters into an EMS Agency approved agreement with an ALS First Responder pursuant to Section 1.15.C herein or responds with a Quick Response Vehicle (QRV), the ALS Resource Response Time standards set forth above shall be stopped upon the arrival of such an approved ALS first response vehicle or QRV. At that point, the following Response Time requirements set forth below for Transport Units shall apply.

a. The Response Time for Transport Units responding to calls prioritized as Code-3 responses shall be as follows:

Urban:	90 percent of all calls in 10:59 minutes or less.
Note:	At the time of the Effective Date of this Agreement there are no approved ALS First Responder programs in either the Semi-Rural or Rural zones. Should such program(s) be approved by EMS Agency at a future date, EMS Agency will establish appropriate response time

standards with input from the Contract Oversight Committee and Contractor.

b. The Response Time for Transport Units responding to calls prioritized as Code-2 responses shall be as follows:

Urban:	90 percent of all calls in 15:59 minutes.
Note:	At the time of the Effective Date of this Agreement there are no ALS First Responder programs approved in either the Semi-Rural or Rural zones. Should such program(s) be approved by EMS Agency at a future date, EMS Agency will establish appropriate response time standards with input from the Contract Oversight Committee and Contractor.

4. Contractor shall respond to all requests for an interfacility ALS transfer (non CCT/Specialty Transport) such that the unit arrives within 15:00 minutes of the requested pick-up time. If no pick-up time is specified, the response time standard shall be within 15:00 minutes of the time the request was received by Contractor. If Contractor is unable to respond within the required time, Contractor shall refer such call to an approved Mutual Aid Ambulance provider.

5. Equipment failure, dispatcher error, or lack of an ALS resource and/or a transport Ambulance shall not furnish grounds for release from late response Liquidated Damages or general response-time standards. If Contractor believes that any run or group of runs should be exempt from Response Time standards due to unusual circumstances beyond Contractor's reasonable control, Contractor may request that these runs be excluded from Response Time performance calculations and late response Liquidated Damages. If the EMS Agency concurs that the circumstances are reasonable to allow such exemption, the EMS Agency may allow such exemptions in calculating overall Response Time performance and/or in assessing late-run Liquidated Damages.

6. Contractor shall document on a monthly basis and report to EMS Agency each instance wherein a presumptively defined call resulted in a Response Time in excess of the 90% standard for urban, semi-rural and rural areas, and shall supply the reason for such delayed Response Time, including a summary of steps taken by the Contractor to eliminate the reason(s) for Contractor's non-compliance with the Response Time standard.

7. EMS Agency may alter response zones from time to time based on Ambulance industry standards as population, road access and other relevant conditions change. EMS Agency shall give Contractor notice and opportunity to be heard before amending response zones. EMS Agency may request Contractor alter its SSP to respond to population trends. This may require Contractor adjusting its SSP to improve back-up and move-up-and-cover Ambulances. Contractor shall negotiate in good faith with EMS Agency to revise its SSP to improve performance as determined by EMS Agency in consultation with the Contract Oversight Committee. Contractor also shall negotiate in good faith to revise the terms of this Agreement if necessary to accommodate these changes.

8. EMS Agency may alter performance standards during the term of this Agreement consistent with the modifications in EMS operational and medical standards developed by the EMS Agency. EMS Agency shall notify Contractor at least sixty (60) days in advance of the effective date of the modification. Contractor shall define the contract impact within thirty (30) days of initiation. Contractor shall negotiate in good faith to revise the terms of this Agreement if necessary to accommodate these changes.

9. Monthly Performance Reports. The EMS Agency shall review monthly reports regarding Contractor's performance under the terms and conditions of this Agreement and shall assess Liquidated Damages to be paid by Contractor as specified herein in Section 6. Such reports shall include, but are not limited to, a summary report of all Response Time exceptions requested by Contractor. The reports shall provide a detailed explanation of all Response Time exception requests which Contractor chooses to submit for consideration. Contractor shall have a full opportunity to present any exculpatory or mitigating evidence prior to EMS Agency's determination concerning the assessment of any Liquidated Damages as set forth in Section 6 of this Agreement.

1.5 First Responder Coordination

A. To the extent allowable under Federal and State law, Contractor shall re-supply First Responder units at no cost to the First Responder agencies with disposable medical supplies utilized in direct patient care on a one-for-one basis for emergency medical responses within the EOA.

B. Contractor shall implement and maintain a First Responder orientation program designed to acquaint all Sonoma County public safety and First Responder agencies with Contractor's equipment and response system.

C. For all equipment left with a patient, Contractor shall provide appropriate information to enable all equipment to be returned within 24 hours. In addition, Contractor shall establish a mechanism to ensure that all First Responder staff who accompanies Contractor to the hospital will be returned to their station.

D. Contractor shall respond to hazardous materials incidents, fire, and law enforcement standbys upon request by any public safety agency or dispatch center within the EOA.

E. Contractor shall provide a First Responder training program as set forth in RFP Section 2.20 and Proposal attached hereto as Exhibits D and E respectively. Contractor may charge a fee for such services at a level to recover its actual cost of providing such services.

F. Contractor's internal continuing education programs shall be open to First Responder personnel. Contractor's regular calendar of training will be sent to all interested agencies.

G. Contractor shall assist EMS Agency in evaluating and implementing expanded scope programs for Paramedics, EMT-Is and First Responder personnel.

H. Contractor may subcontract with EMS Agency approved ALS First Responders as set forth in RFP Section 2.8E.

1.6 Data Collection and Evaluation Requirements

A. Contractor shall maintain data collection and reporting systems as set forth in RFP Section 2.16 and the Proposal attached hereto as Exhibits D and E respectively, except where the provisions of this Agreement set forth a different requirement. The Data Collection and Evaluation Plan shall meet the minimum standards set forth herein.

B. Contractor shall utilize an electronic patient care report system subject to approval by the EMS Agency. The electronic patient care report system shall be used for patient care documentation, data collection and reporting. The electronic patient care report system shall be capable of performing the following tasks: (a) Producing an electronically transferable and printable patient care record that EMS Agency staff can access via the Internet; (b) Generating and gathering data as specified by EMS Agency utilizing a NEMSIS "Gold" standard; and (c) Data elements in the electronic patient care report system shall be available to EMS Agency staff via the Internet for the purpose of quality improvement, compliance monitoring and systems analysis. Contractor shall obtain EMS Agency approval prior to making any modification to its electronic patient care report program or vendor during the term of this Agreement. EMS Agency and Contractor shall negotiate in good faith any necessary changes to data fields during the term of this Agreement.

C. Contractor shall develop electronic databases and track individual patients from dispatch through billing and collection phases. Data collection and reporting methods shall also allow for data aggregation and cross tabbing in a format approved by EMS Agency. Data collection requirements shall be completed and submitted electronically on a schedule and in a format approved by EMS Agency.

D. For each patient contacted, Contractor's personnel shall complete an approved patient care report form and, for instances when a patient is transported to an EMS Agency approved receiving facility, Contractor shall furnish a copy of such completed form to the receiving facility prior to the departure of its unit from that facility. The parties agree to cooperate to improve the current PCR system and to develop a performance standard for completion and delivery of PCRs to EMS Agency approved receiving facilities that may be subject to an assessment for failure to comply with such performance standard, after a discovery period. Upon development of a PCR performance standard, the parties will agree to amend this Agreement to include such performance standard by July 1, 2009.

E. According to EMS Agency policy, Contractor shall submit data, including CAD data for each response and patient care data as specified herein. In addition, Contractor shall produce such data within thirty (30) days of EMS Agency's request.

F. Contractor shall prepare response-time summaries by Response Time requirement and zone, including a list of all approved response-time exceptions. These reports shall include compliance with response-time standards in a format approved by the EMS Agency. The summaries shall sort by city and other geographic zones, incidents of breakdowns, listing of calls referred to other agencies or BLS Units, "Level-0" incidents, Mutual Aid-Response Times, call downgrades, call upgrades, and other data used to determine contract compliance. These summaries shall be produced to EMS Agency and Contract Oversight Committee within thirty (30) days after the end of each month. In addition to hard copies of these summaries, Contractor shall submit these summaries to the EMS Agency in a compatible electronic format as approved by the EMS Agency.

G. Contractor shall submit quarterly reports to the EMS Agency detailing quarterly and year to date information as specified below. Quarterly reports shall include data broken out on a monthly basis for those months within the specific quarterly reporting period. Such reports shall be provided to EMS Agency within thirty (30) days after the last day of the preceding quarter. Contractor shall use a calendar year as the basis for reporting such data. Quarterly reports detailing information directly related to the operations under this Agreement shall include the following:

1. Fixed asset schedule

2. Profit and loss statement

3. Aged accounts receivable

H. Contractor shall submit, on an annual basis, records pertaining to the Agreement based on generally accepted accounting principles as defined by the American Institute of Certified Public Accountants. Records shall be for the previous calendar year and shall be provided within ninety (90) days after the end of each calendar year of this Agreement.

I. In addition to the aforementioned reports and data, Contractor shall maintain records and data pertaining to its services as listed below. Contractor shall make available for review and inspection, upon request of the EMS Agency, such reports and data as follows: (1) sales by pay source; (2) services provided by category (e.g., ALS, mileage) by financial classes and in total monthly for the preceding month; (3) sales by date of service; (4) accounts receivable aging report by payer source; (5) payment and adjustment journal; (6) collections by payer source; (7) summary of billings and collections (quarterly and annually); and (8) annual financial statements, specific to operations in Sonoma County, ninety (90) days following the close of fiscal year, including the following: fixed asset schedules, profit and loss statements and aged accounts receivables.

J. Contractor shall insure its data remains secure and is not subject to tampering. Contractor shall not seek economic gain from confidential data received from the 9-1-1 / PSAP in any manner unauthorized by law.

1.7 Conditions of RFP and Contractor's Proposal. Except as those terms and conditions otherwise provided for herein, all terms and conditions stated in the EMS Agency's RFP dated July 2008 and in Contractor's Proposal, dated October 2, 2008, shall form an integral part of this Agreement as though they were fully set forth herein. In the event of any conflict between the terms and conditions set forth in EMS Agency's RFP and Contractor's Proposal, or both, the terms and conditions stated in this Agreement shall prevail. The RFP and Proposal are attached hereto as Exhibits D and E respectively.

1.8 Personnel

A. Personnel Required. Contractor shall provide the personnel necessary to provide Emergency Ground Ambulance Services and other services as described herein within the EOA.

B. Key Personnel. Contractor understands that the decision to award this Agreement is based upon the qualifications of the Contractor, and upon the qualifications of key personnel presented in Contractor's Proposal. Contractor shall furnish the personnel identified in Contractor's Proposal, and throughout the term of the Agreement, Contractor shall continue to furnish those same personnel or replacement personnel with equal or superior qualifications. Contractor shall not reduce or otherwise eliminate the number and functions of the key personnel as specified in its Proposal or as specified in Section 1.9.C below without express written permission of the EMS Agency.

C. Management and Supervisory Personnel. The Contractor shall establish a management and supervisory system meeting the standards set forth by the Contractor in its Proposal and approved by the EMS Agency. Management and Supervisory personnel shall be in sufficient numbers and competencies to provide appropriate oversight of Contractor's personnel in accordance with Contractor's operating procedures, quality improvement plan and EMS policies and procedures. The minimum required positions and allocations during the term of this Agreement shall be as follows:

1.0 FTE	General Manager/Director
1.0 FTE	Operations Manager
1.0 FTE	Administrative Supervisor
3.0 FTE	Field Operations Supervisors
3.0 FTE	Designated Shift Leads

1.0 FTE	CQI/CES Manager
1.0 FTE	Administration/Human Resources Supervisor
1.0 FTE	Business Development Manager
1.0 FTE	Office and Billing Manager
1.0 FTE	Vehicle Service and Support Technician

D. Field Evaluation. Contractor shall provide Field Training Officers to train and evaluate employees as set forth in its Proposal and in accordance with EMS policies and procedures.

E. Emergency Vehicle Operations Course. Contractor shall ensure that all of its field personnel shall complete an Emergency Vehicle Operations Course. The EMS Agency shall give prior approval to the curriculum of the Emergency Vehicle Operations Course. This course requirement shall apply to all field employees prior to receiving authorization to operate an Emergency vehicle as a driver in the County of Sonoma. All field employees shall be required to complete an Emergency Vehicle Operations Course prior to driver authorization. The EMS Agency may authorize a waiver of this requirement upon request from Contractor.

F. Certification and Licensure of Personnel. Contractor shall ensure that all Contractor's employees functioning as Emergency medical technicians and Paramedics are appropriately certified, accredited and licensed at both the State and local levels.

G. Records and Credentials. Contractor shall maintain, and make available to the EMS Agency 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.

H. Wage and Benefits. Contractor shall, at a minimum, adhere to the wage and benefit package in accordance with the requirements in the attached RFP and Proposal.

I. Employee Handbook. Contractor shall develop and maintain an Employee's Handbook describing the personnel policies and procedures utilized by Contractor in its operations. A copy of the current Employee Handbook shall be made available to the EMS Agency upon request.

J. Administrative Representative. Contractor shall provide an administrative representative to the County fire and police chief organizations whenever requested. Contractor shall also routinely participate in the EMS committees and EMS training organizations as invited.

K. EMS Incident Forms. Contractor shall furnish to all employees approved "EMS Incident Report Forms" and shall routinely furnish a copy of a completed form to the EMS Agency in accordance with EMS Agency policies.

L. Equipment Failure Reports. Contractor shall furnish its employees with approved "Equipment Failure Report Forms" and shall use such forms in conjunction with Contractor's maintenance program and shall furnish copies of such completed forms to the EMS Agency upon request.

M. Competency and Conduct. All employees, Subcontractors, or other persons used by Contractor in the performance of work under this Agreement shall be competent and holders of appropriate permits, licenses and certificates in their respective trades and professions. The EMS Agency may request and Contractor shall take action in accordance with its personnel policies and procedures to effect the removal of or take appropriate disciplinary remedial action against any

person used by the Contractor who misconducts themselves or is chronically incompetent or negligent in the due and proper performance of their duties. Such persons shall not be reassigned by the Contractor for provision of services under this Agreement without the written consent of the EMS Agency.

N. Knowledge of EMS. The Contractor shall assure that all pre-hospital care personnel, including EMT-Is and EMT-Ps provided under this Agreement shall be knowledgeable and cooperative in the provision of Emergency Ground Ambulance Services or other services required under this Agreement.

O. Infectious Disease Exposure. Contractor shall provide testing and counseling services to all employees exposed to serious infectious diseases at no cost to the employee. Contractor shall ensure that such services and programs pertaining to infectious disease exposures are provided in accordance with the provisions of state and federal law.

P. Employee Assistance Program. Contractor shall provide its employees with an Employee Assistance Program that offers counseling services for mental health and substance abuse.

Q. Occupational Health Services. Contractor shall maintain an in-house program related to occupational health for its employees at no cost to the employee.

R. Immunization and Testing Program. Contractor shall provide an immunization and testing program for its employees as approved by the EMS Agency Medical Director.

S. Injury Prevention and Treatment Program. Contractor shall maintain an injury prevention and treatment program for its employees.

T. Hiring Standards and Practices. Contractor shall maintain an employee hiring standards and practice program.

U. Peer Counseling. The nature of work in EMS 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. Contractor shall have a peer support program to provide one-on-one counseling to personnel for these situations. Additionally Contractor shall participate in the regional Critical Incident Stress Management team.

V. Safety and Risk Management Program. Contractor shall provide a Safety and Risk Management Program that meets the standards set forth in RFP Section 2.22. As it pertains to the above personnel requirements, Contractor shall maintain such services as set forth above; however, Contractor may replace or modify any such services subject to written approval by the EMS Agency.

W. MCI Services

1. Contractor shall comply with its MCI Services Plan as set forth in RFP Section 6.4.2(g)(8) and Proposal attached hereto in Exhibits D and E.

2. In lieu of the requirement in RFP Section 6.4.2(g)(8) and Contractor's Proposal to provide two (2) MCI cache trailers, subject to EMS Agency approval, Contractor shall provide one (1) van type vehicle stocked with equipment and supplies as defined by the EMS Agency to support up to fifty (50) MCI patients.

1.9 Rights and Responsibilities of Field Personnel

A. Field personnel are certified, licensed and/or 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, there is no "chain of command." Each of the certified personnel working in the system has not only a right, but a legal obligation, to work directly with the system's physician leadership on issues related to patient care.

B. The direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, and 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, incident reports, etc.) Field personnel have a professional responsibility with regard to issues related to the delivery of patient care and the accurate reporting of primary data.

C. While this Agreement is a performance contract and while the Contractor is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, Contractor is expressly required to use reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the Contractor 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 extend which might impair judgment or motor skills.

D. Regularly scheduled work shifts shall not exceed twenty-four (24) hours per shift without approval by EMS Agency. All normally scheduled shifts shall allow at least eight (8) hours of rest between such work shifts. Contractor shall implement wage, benefit and compensation packages in accordance with the requirements in the attached RFP and Proposal. Contractor may modify its wage, benefit and compensation packages with written approval from EMS Agency.

1.10 System Status Plan

A. Contractor shall operate its services to equalize Response Time performance throughout the various jurisdictions of the EOA in accordance with the designated response zone standards.

B. Contractor shall develop a SSP that shall be submitted to the EMS Agency for approval and adhered to by Contractor. Contractor shall identify, as part of the plan, the proposed Unit Hour of Utilization to provide Emergency Ground Ambulance Services under this Agreement. The maximum Unit Hour of Utilization shall not exceed .50 without approval by the EMS Agency.

C. Contractor shall cooperate with and attend the Contract Oversight Committee meetings with senior management from the franchise zone.

D. Any change to the SSP and/or deployment plan must be reviewed and approved by the EMS Agency at least three (3) calendar days prior to implementation. Approval of any such change is contingent upon Contractor's ability to demonstrate that such change will continue to ensure equalized Response Time performance. Contractor shall submit daily compliance reports to the EMS Agency for a seven (7) day period following any such change.

E. In addition to the aforementioned requirements, Contractor shall submit a copy of its SSP to the EMS Agency on at least an annual basis.

F. During the first three months of operations under this Agreement, Contractor shall adhere to the initial coverage SSP as submitted in its Proposal, or an approved modification of the SSP. Thereafter, at Contractor's discretion, with EMS Agency approval, the

SSP may be altered by the Contractor to produce the required Response Time performance with the greatest possible efficiency.

G. The SSP shall specify locations of ALS Resources, Ambulances, post location, and identify the number and location of vehicles to be deployed during each hour of the day, each day of the week for coverage of Code-2 and Code-3 responses.

1.11 Staffing of Ambulance and Response Units

A. Contractor shall provide for staffing each ALS Ambulance with a minimum of one Paramedic and one EMT-1 per unit.

B. Each ALS Resource shall have at least one Paramedic with all the ALS equipment required by the EMS Agency ALS equipment list.

C. All Quick Response Vehicles shall be staffed with a minimum of one Paramedic per unit with all the ALS equipment required by the EMS Agency ALS equipment list.

D. Contractor shall ensure that 100% of all responses to Code-2 and Code-3 Calls, within the EOA, shall be handled by an appropriate ALS Resource as required by this Agreement.

1.12 Vehicles, Equipment and Maintenance

A. Contractor shall provide at least a minimum number of vehicles, which is defined as 133% of the vehicles required at the peak load of the SSP. Each ALS Resource and Ambulance Unit shall be new as of the Effective Date of this Agreement and, as applicable, meet current federal KKK-A-1822C standards and California Code of Regulations, Title 13 standards in effect at the time of original manufacture. Each Ambulance Unit shall have a standard floor plan approved by the EMS Agency. Each Ambulance Unit shall be a Type I, II or III model. All vehicles must have current CHP permits.

B. All ALS Resources and Ambulance Units utilized by Contractor in providing service under this Agreement shall be staffed and equipped in accordance with state law and local EMS Agency policies.

C. The EMS Agency shall assist Contractor in obtaining any special waivers which may be required by law to operate its Quick Response Vehicles.

D. Contractor shall maintain a vehicle replacement program that ensures the replacement of Contractor's ALS Resources and Ambulance Units when any particular unit's mileage reaches the maximum mileage as set forth in its equipment replacement schedule or when any such ALS Resource or Ambulance Unit has reached six (6) years service life. Contractor shall not use an ALS Resource or Ambulance Unit once its mileage exceeds 200,000 to respond to Emergency Ground Ambulance Service requests without the prior written consent of the EMS Agency.

E. Contractor shall adhere to the preventative maintenance program, equipment replacement schedule, and reporting system subject to approval by the EMS Agency. Contractor shall maintain preventative fleet maintenance records, and adhere to an approved preventative fleet maintenance program for each ALS Resource and Ambulance Unit.

F. Each Transport Vehicle and Ambulance Unit shall have an interior height and configuration to allow for the transportation of multiple patients, defined as a minimum of two stretcher patients per Transport Vehicle/Ambulance Unit.

G. Each ALS Resource and Ambulance Unit shall have markings approved or designed by the EMS Agency to include 911 Emergency number advertising. This will include 9-1-1 advertising on both sides as well as County/ALS markings that have been approved by EMS Agency. Contractor shall submit its vehicle marking design to the EMS Agency for approval and, once approved, shall not alter or modify such vehicle marking design without written permission of the EMS Agency.

H. Each Transport Vehicle shall meet the ambulance equipment standards of the State of California and the EMS Agency. All ambulance equipment, including ALS and BLS equipment and supplies, as required by state law and EMS Agency policies shall be supplied at 133% of peak load requests.

I. Contractor shall provide all restocking of required drugs and other expendable supplies as necessary to provide the services set forth herein.

J. Contractor shall assure that each ALS Resource and Ambulance Unit serving the EOA shall be equipped with Emergency alerting devices and two-way radios capable of communicating on the approved local EMS frequencies. The standard Emergency alerting device set shall be one pager and one tone coded hand-held radio, with at least a 16-channel capability for each unit capable of communicating on the approved EMS communication system frequencies. The radios in the ALS Resource and Ambulance Unit must have VHF and UHF frequencies on the proscribed EMS channels.

K. Each ALS Resource and Ambulance Unit shall be equipped with a cellular telephone or equivalent equipment, and other radio equipment capable of communicating with the EMS base hospital, receiving facilities and the EMS dispatch center in accordance with and as required by local EMS Agency policies and procedures. Any exception to this requirement is subject to approval by the EMS Agency.

L. Contractor shall ensure that each individual employee and supervisor has the capability of carrying alphanumeric pager or other alerting device off-duty for disaster recall or other use.

M. Each ALS Resource and Ambulance Unit shall be equipped with Mobile Data Terminal capabilities and Automatic Vehicle Locators.

N. Contractor shall be responsible for furnishing all maintenance of Contractor's Ambulance Units, on-board equipment, and facilities used by Contractor in the performance of services under the terms of this Agreement.

O. Contractor shall not be responsible for routine maintenance of County-owned communication equipment except if repair is necessary due to abuse or neglect.

P. Contractor will assist EMS Agency with implementation and debugging of new EMS equipment, including computerized communications and data systems and software which may be placed in service over the period of this Agreement. It shall be Contractor's responsibility to inspect such equipment for acceptance, cooperate and assist in implementation and debugging, and report to the EMS Agency in a timely manner concerning any problems with such equipment which might reasonably require the EMS Agency's attentions as regards to guarantees, warranties, or payment upon acceptance.

Q. Equipment Replacement Plan. Contractor shall submit to the EMS Agency for its approval a Proposed Equipment Replacement Plan. This policy shall state

Contractor's operational assumptions regarding the anticipated safe useful life of equipment items, by category or type, and Contractor's general plan for equipment replacement in accordance with the plan.

R. Right to Required Replacement. Throughout the term of this Agreement and any extension period, EMS Agency may, after an inspection and for cause, require Contractor to replace any equipment at any time after that item's scheduled replacement date, as defined by the terms of Contractor's submitted and accepted Equipment Replacement Plan. However, if through superior maintenance or by other means, Contractor is able to extend the safe useful life of an equipment item beyond its time of scheduled replacement, EMS Agency shall not, except for cause, require replacement of that item. These controls related 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 EMS policies.

1.13 Disaster, Multi-Casualty and Instant Aid Response

A. Contractor shall develop and implement a plan for the immediate recall of personnel for staffing of additional units in multi-casualty or disaster situations or times of peak overload.

B. To the extent that Contractor may have resources available, Contractor shall respond to requests from neighboring jurisdictions and Ambulance providers for instant aid that require a Code 3 (lights and sirens) response.

C. To the extent that Contractor has resources available to meet its required responsibilities specified in Section 1.3 herein, Contractor shall participate in the Coastal Valleys EMS System Ambulance Strike Team (AST) program as follows:

1. Provide a minimum of two (2) ALS level ambulances for the first request for an "immediate need" ambulance strike team to any single incident/event; or

2. Provide a minimum of three (3) ALS level ambulances for the first request for a "planned need" ambulance strike team to any single incident/event;

3. Develop and maintain a cadre of trained and approved AST Leaders and ambulance personnel sufficient to support it obligations to participate in ambulance strike team deployments as set forth above.

D. In the event that Contractor commits its ALS ambulances to an immediate need request, Contractor shall be exempted from Response Time performance requirements, including late response Liquidated Damages, and System Status Plan staffing requirements for up to 24 hours after the request was received by Contractor or until Contractor is able to staff replacement units for those committed to the AST deployment or until the committed units return to service in the EOA, whichever is sooner.

E. During a declared state-of-Emergency, locally or in neighboring jurisdictions, the normal course of business may be interrupted from the moment of the State-of-Emergency or multi-casualty situation is made known to Contractor by EMS Agency. Contractor shall then, as provided for in the approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, Contractor shall be exempted from Response Time performance requirements, including late response Liquidated Damages, until notified by the EMS Agency that disaster assistance may be terminated. At the scene of such disasters, Contractor's personnel shall perform in accordance with local disaster protocols established by that community. When multi-casualty assistance has been terminated, Contractor shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.

F. During the course of a State-of-Emergency, Contractor shall provide local Code-2 and Code-3 coverage, and may suspend, with EMS Agency's approval, interfacility transport work as necessary, informing persons requesting interfacility transport service of the reason for the temporary suspension.

G. At the conclusion of such State-of-Emergency assistance, Contractor shall determine its direct marginal costs incurred in the course of rendering this disaster assistance, and shall present such cost statement to the EMS Agency for review and possible reimbursement should federal or state funds become available. Contractor shall allow, but not require, its employees to render aid under such disaster conditions voluntarily and without compensation. Contractor shall not include in its cost statement any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under State-of-Emergency conditions shall be based entirely upon the actual direct marginal costs incurred by Contractor in the course of rendering such state-of-Emergency assistance, and shall not include costs of maintaining production capacity that would have been borne by Contractor to meet normal service requirements if the disaster had not occurred.

H. Mutual Aid/Standby

1. Contractor shall, to the extent that it has sufficient resources available to maintain coverage and response within the EOA, respond to requests for Mutual Aid by Sonoma County 9-1-1 and First Responder agencies and Special Events requiring ALS coverage outside the EOA. If Contractor believes delivery of mutual-aid services to a neighboring jurisdiction becomes excessive (e.g., in excess of two percent of the calls for that zone absent a written contract for that level of Mutual Aid), Contractor shall inform EMS Agency. EMS Agency shall independently review the incidents and take appropriate steps it deems necessary, in its sole discretion, to rectify any inequity. Normal (i.e., not disaster related) MCI calls rendered by Contractor shall be performed in accordance with approved Mutual Aid agreements. In the course of rendering such Mutual Aid services, Contractor shall not be automatically exempt from late-run assessments, but may appeal assessments for individual calls, otherwise imposed by this Agreement. Contractor shall manage any response to such Mutual Aid requests in a manner which does not jeopardize Contractor's ability to render reliable Response Time performance as required herein.

2. Contractor shall provide Emergency Ground Ambulance Services standby services for working fires, hazardous materials incidents, hostage/SWAT events, disaster exercises and other Special Events within the EOA. Contractor shall draft a written standby service policy and obtain EMS Agency and Contract Oversight Committee approval. If Contractor is unable to provide the above stated standby services, Contractor shall refer the standby request to an approved Mutual Aid provider. Contractor understands and agrees that it is responsible for ensuring standby services are provided in accordance with the instructions of the entity that requested the standby services, subject to the approval of the EMS Agency. In the event that Contractor is unable to provide such services either by itself or through an approved Mutual Aid provider due to unforeseen or extenuating circumstances, EMS Agency reserves the right to authorize another entity to provide such services.

I. Contractor shall provide services supporting the EMS Agency's medical disaster and MCI programs consistent with the terms of a separately negotiated agreement between Contractor and the EMS Agency.

1.14 Surge Capacity

A. EMS Agency acknowledges there may be periodic instances when a surge in demand will temporarily strain Contractor's available resources. When Contractor experiences periods of time where demand exceeds its available resources, Contractor may use multiple strategies to respond, including Mutual Aid, automatic aid and enlisting the services of existing qualified ALS Resources that are available within and adjacent to the EOA.

B. If non-Contractor resources respond to the scene within the applicable required Response Time, Liquidated Damages shall not be assessed against the Contractor for the response. If a QRV or other ALS First Responder responds, Contractor may be eligible to extend the response-time standard as set forth in Section 1.4(D)(3) of this Agreement. This subsection applies if the following occurs:

1. The arrangement meets all of EMS Agency's standards for ALS First Responder subcontracting as set forth in RFP Section 2.8(E); and

2. Contractor and the other Mutual Aid providers enter into an EMS Agency-approved Mutual Aid contract.

C. Contractor may enter subcontracts with agencies that provide surge capacity support in order to ensure that the responders and the responding agencies meet the EMS Agency's requirements. These agencies and resources may include the following: (1) ALS fire First Responders; (2) QRV; and (3) other approved ALS Ambulance Service providers.

1.15 Ambulance Dispatch Services

A. CONTRACTOR shall utilize REDCOM's Fire and Dispatch Center for all emergency ground ambulance dispatch and emergency ground ambulance medical dispatch services necessary for CONTRACTOR to perform the scope of services of this Agreement pursuant to a separate contract with REDCOM provided that the contract complies with federal, state and local laws.

B. Fail Safe Dispatch Provision. If REDCOM ceases to provide such services through dissolution of the REDCOM JPA or other unforeseeable circumstances, CONTRACTOR agrees to utilize another coordinated dispatch center or, at the discretion of the EMS Agency, Contractor shall operate an EMS dispatch center to provide EMS dispatch services as set forth below:

1. CONTRACTOR shall provide the personnel, including appropriate supervisory personnel, to staff and operate the EMS dispatch center as a Secondary Public Safety Answering Point (PSAP) on a twenty-four (24) hour/day basis.

2. CONTRACTOR and EMS AGENCY agree that specific provisions related to the EMS dispatch center, including but not limited to, facilities, EMS communications system infrastructure, equipment specifications, purchase, installation, and maintenance shall be subject to the negotiated terms of a revision of this Agreement.

3. CONTRACTOR shall provide and maintain a computer aided dispatch (CAD) system that includes the necessary hardware and software to provide EMS dispatch services.

4. CONTRACTOR shall ensure that its EMS dispatch operations include the necessary equipment to maintain continuation of services during periods of disruption of normal services/operations.

5. CONTRACTOR shall provide EMS dispatch services consistent with Emergency Medical Dispatch (EMD) protocols and operations, including call prioritization and pre-arrival instructions, as approved by the EMS Agency.

6. All dispatch personnel shall be EMD certified and may be required to pass a background check as required by the EMS Agency. CONTRACTOR will be responsible for background investigation costs that it incurs through this investigative process. The EMS Agency may waive the EMD certification requirement during initial training of new dispatch personnel.

7. CONTRACTOR shall ensure and maintain certification and training of Emergency Medical Dispatchers.

8. CONTRACTOR shall provide all Code 2 and Code 3 dispatching of franchise units in accordance with EMS Agency policies and procedures.

9. CONTRACTOR may be required to provide emergent dispatch services for all permitted emergency ambulance providers within the Sonoma County EMS system. These services will be billed at a rate established by the Board of Supervisors.

10. Posting of the CONTRACTOR'S units and resources shall be in accordance with CONTRACTOR'S System Status Management Plan.

11. CONTRACTOR shall provide a mechanism for tracking and maintaining the status of CONTRACTOR'S units and resources via Mobile Data Terminals and Automatic Vehicle Locators (or other equivalent technology as approved by the EMS Agency).

12. CONTRACTOR shall be responsible for oversight and management of the EMS dispatch function/positions as well as the physical space associated with such services.

13. CONTRACTOR shall provide tracking and maintain the status of emergency ground ambulances and ALS resources. Any equipment required for tracking of a permitted provider's emergency ambulance and resource units shall be supplied or paid for by that permitted provider.

14. CONTRACTOR shall provide coordinated dispatch of the EMS Agency approved Critical Incident Stress Management team.

15. CONTRACTOR shall establish a system, approved by the EMS Agency, to provide backup dispatch services as may be necessary for disaster incidents or any other circumstances which impair the operation of the primary EMS dispatch center.

16. The CONTRACTOR'S dispatch operation will be supervised, monitored and subjected to the policies and procedures as established by the EMS Agency.

17. CONTRACTOR shall provide Emergency Medical Dispatch (call triage, resource prioritization and dispatch and pre-arrival instructions.) countywide if requested by other county PSAP's.

18. CONTRACTOR shall participate in the ongoing development and implementation of countywide consolidation of public safety dispatch services.

1.16 Ambulance Service Accreditation. By July 1, 2011, Contractor shall attain accreditation as an "ALS Ambulance Service" through the Commission on Accreditation of Ambulance Services ("CAAS") or comparable organization. Contactor shall maintain accreditation throughout the term of this Agreement.

2. Fees

2.1. User Fees

A. Rate Scheduled for Services Rendered. Contractor shall utilize the rate schedule for Emergency Ground Ambulance Services and ALS interfacility transports rendered as set forth in Exhibit C. Contractor may not discount or reduce any rate for Emergency Ground Ambulance Services and ALS interfacility transports without the express written permission of the EMS Agency

(except where required by law, e.g., Medicare or Medicaid, or where a patient meets Contractor's compassionate care policy or County program). Notwithstanding any other provision of this Agreement, because this Agreement requires Contractor to respond at the ALS Resource level to all Emergency Ground Ambulance Service calls, the Contractor shall bill the ALS rate except where prohibited by law, e.g., Medicare or Medicaid. The rates shown in Exhibit C shall remain in force for at least the first year after the Implementation Date.

B. Rate Inflation Adjustment. Effective one (1) year after the Implementation Date of this Agreement, Contractor will be allowed an opportunity for annual inflation adjustments to the base and mileage rates. No later than 90 days prior to each adjustment date, the Contractor must make a written request to the EMS Agency and the EMS Agency, within its sole discretion to approve or deny such request, will determine any rate increase based upon the percentage of rate of inflation of the Consumer Price Index (CPI) for the Urban Consumer, San Francisco-Oakland-San Jose over the most recent 12 month period. The parties agree that the EMS Agency will base its determination on published figures available at the time and shall not unreasonably withhold approval of such rate adjustments.

C. Other Requests for Rate Adjustments. Other than as set forth above, the Sonoma County Board of Supervisors has the authority to determine rates for services provided under this Agreement and has exercised that authority by establishing the rates set forth in Exhibit C. Contractor shall be allowed annually to apply for negotiated adjustments to Contractor's allowed fee structure in the event changes in applicable federal, state or local laws, rules or regulations require changes in the Contractor's operations which may reasonably be expected to increase the Contractor's cost of performance of services which are the subject of this Agreement. The burden of proving the fact of and the amount of such actual and reasonable financial impact upon Contractor's costs of operations shall rest entirely with Contractor. In this respect, Contractor shall make such request and shall provide the EMS Agency with a full explanation of justification for the proposed adjustments with its request. Thereafter, the Board of Supervisors will hold a public hearing on the request, receive any evidence and testimony from Contractor as well as the recommendation of the EMS Agency, and determine whether to grant, modify or deny the requested adjustments as it shall deem appropriate under the circumstances. Contractor will provide non-audited records pertaining to the Agreement based on generally accepted accounting principles as defined by the American Institute of Certified Public Accountants (AICPA).

D. Any rate adjustments made under these provisions shall be agreed to in writing by both parties as Amendments to Exhibit C of this Agreement.

2.2. On-Scene Collections. Except for Special Events, as that term is defined herein, Contractor's personnel shall not request payment for services rendered under this Agreement in response to any Emergency Ground Ambulance Services call either at the scene of the call, en route, or upon delivery of the patient.

2.3. Billing and Collections

A. Contractor's billing and collection program shall be managed in compliance with all applicable local, state and federal laws and regulations and as set forth in RFP Section 6.4.2(n) attached hereto as Exhibit D.

B. Contractor shall recruit and maintain a billing and collection staff that is knowledgeable in data collections, medical auditing, and reimbursement practices and are customer service oriented and sensitive to the needs of patients.

C. Contractor shall maintain a billing and collections system that: (1) automatically generates Medicare and Medi-Cal statements; (2) verifies Medi-Cal eligibility prior to submitting claims; (3) files appeals on the patient's behalf for claims denied by Medicare and follows up

for additional information; (4) assists patients throughout the billing process by seeking third-party billing information and filing claims on the patients' behalf to such payers; (5) handles private-pay patients, special contracts, DRG transports and other special arrangements; (6) generates itemized statements that list all procedures and supplies employed, when billed separately; (7) responds to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries; (8) generates listings of accounts requiring specialized follow-up; (9) provides daily, monthly and annual reports which furnish clear audit trails, including detailed payments and adjustments; (10) furnishes data necessary to document Contractor's compliance with rate approvals and other provisions as set forth herein; (11) facilitates changes of account type, addresses, etc.; (12) identifies missing information; and supports monitoring of each employee's accuracy and completeness in gathering required information; (12) provides for two-way cross-referencing of "run data" with "patient data"; and (13) demonstrates account activity, follow-up and pursuance of alternative third party and reimbursement sources.

D. Billing Procedures. Contractor shall obtain necessary billing information and perform billing services as set forth herein. It is the Contractor's responsibility to accurately prepare all appropriate billing information in order to do the following: (1) submit billings to third party payers; (2) bill patients for services rendered; (3) adhere to industry standards including billing patients' third party payers, providing patients with detailed listing of services provided, and monthly patient billing practices; and (4) mail bills to users.

E. Contractor shall establish a process to create a "Compassionate Care Allowance" for those patients with self-pay balances who can demonstrate insufficient funds or financial hardship wherein such balances may be written off. Insufficient funds or financial hardship shall be defined as income equal to or less than 200% of the Federal Poverty Level standards. The EMS Agency may request, on the behalf of any particular patient, consideration for a "Compassionate Care Allowance". Such request shall be reviewed and a decision rendered by Contractor's Vice-President of Operations for the area encompassing its Sonoma County operations. Contractor shall develop and maintain policies and procedures for its billing and collection services and shall, upon request of the EMS Agency, provide the EMS Agency with the written copies of such policies and procedures. Contractor shall develop and maintain a plan for user payment schedules.

F. Contractor shall ensure professional and courteous services and responses to answer questions about billing and payment schedules and services.

2.4 Contract Management/Monitoring Fee. Contractor shall pay the EMS Agency an annual fee in an amount sufficient to cover the EMS Agency's monitoring and enforcing the provisions of this Agreement. Such fee shall be set at one hundred-eighty thousand dollars ($180,000.00) for fiscal year 2009-2010 and shall be amended thereafter by the EMS Agency provided however that the amount shall be less than or equal to the EMS Agency's actual costs to provide the services.

2.5 Ambulance Franchise RFP Process Fee. Upon authorization of this Agreement by the Sonoma County Board of Supervisors, Contractor shall pay to the EMS Agency a one-time fee equal to the costs of conducting the RFP process in the amount of $200,000.00.

3. Term of Agreement and Extension Provisions.

3.1. Initial term. The initial term of this Agreement shall begin on Implementation Date and shall terminate at midnight, June 30, 2014, unless extended as provided for herein.

3.2. Extension of Agreement. This Agreement may be extended by the EMS Agency, within its sole discretion, for two (2) extension periods of three (3) and two (2) years each, for a maximum of ten (10) years based on superior performance. Any decision regarding possible renewal of this Agreement or any extension thereof shall be made at least 18 months prior to the scheduled

termination date so that if no extension is approved, a new bid process may be conducted on a schedule that will identify the new contractor and allow reasonable time for both outgoing and incoming contractors to plan and execute an orderly transition (transition period).

4. End Term Provisions

4.1. In the event Contractor is not the awarded the EMS Agency's next bid competition, Contractor shall continue to provide services during the transition period, and shall assist both EMS Agency and its new contractor in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both Contractor and EMS Agency during the period of transition from one contractor to another.

4.2. End Term Equipment Replacement. EMS Agency recognizes that Contractor's equipment replacement schedules cannot be made to coincide with EMS Agency's procurement cycles. Contractor may find it difficult to arrange replacement of equipment toward the end of the contract term, unless special arrangements are made through the EMS Agency. To that end, Contractor may request a waiver of equipment replacement requirements during the final two (2) year extension, if extended, providing Contractor can demonstrate a negative fiscal impact and that such waiver shall not compromise Contractor's other performance requirements set forth herein and shall not jeopardize public health and safety.

4.3. End Term Equipment Disposition. Contractor and EMS Agency agree that at the end of the term of this Agreement, or any approved extension(s), excluding termination associated with a takeover resulting from Contractor's breach of this Agreement, Contractor shall have full rights of ownership of vehicles and equipment that may have been assigned to EMS Agency or registered as being legally owned by EMS Agency during the term of this Agreement. EMS Agency shall release any claim of ownership to such vehicles or equipment immediately upon termination except as may occur related to a takeover resulting from Contractor's breach of this Agreement.

4.4. Transfer of name and goodwill. Upon termination of this Agreement, and if Contractor is not the winner of EMS Agency's next bid competition, EMS Agency may require Contractor to cease doing business under Contractor's name (d/b/a/ "Sonoma Life Support"). Contractor shall convey to EMS Agency and/or its new contractor, all rights to business for Emergency Ground Ambulance Services pursuant to the exclusive operating provisions of this Agreement that have been developed by Contractor during the term of this Agreement. However, Contractor shall assert no claim of rights to business conducted under Contractor's name after the termination of this Agreement, nor shall Contractor assert any claim of compensation owed relative to the loss of such business.

4.5. By entering into this Agreement, including the competitive award of certain market rights, Contractor acknowledges and accepts periodic bid competition, as structured under this or subsequent contracting procurement processes, as a safe, fair and economically effective method of awarding and periodically reallocating business and market rights in the Emergency Ambulance Service industry.

5. Dispute and Grievance Procedure

5.1. EMS Agency's duties shall include monitoring of the operation of this Agreement and insuring that Contractor fulfills its obligations hereunder. In fulfilling this responsibility, EMS Agency shall employ staff knowledgeable in issues concerning EMS, Emergency Ground Ambulance Services and the terms of this Agreement.

5.2. Disputes and Grievances. In addition to the duties outlined above, the EMS Agency shall attempt to resolve disputes or grievances concerning contract performance matters between Contractor and any city, fire district, public agency, consumer of service, and any other interested person or party. The EMS Agency 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.

5.3. Minor Breach of Agreement. The EMS Agency shall also have the power to assess Liquidated Damages for Contractor's "minor breaches" of this Agreement as set forth in Section 6 of this Agreement. Minor breaches means failure to fulfill any of the terms and conditions of this Agreement which do not amount to a Major Breach of the Agreement, as that term is defined in Section 10 of this Agreement.

5.4. Appeal to EMS Agency Director. The EMS Agency's decisions in the matters referred to above may be appealed by Contractor to the EMS Agency Director, in writing within fifteen (15) days. If no appeal is taken, the EMS Agency's decision is final. When such matters are appealed to the EMS Agency Director, the Director shall conduct a hearing, consider such evidence, testimony and argument as may be reasonably presented, and shall render written findings and decisions to uphold, modify, or overturn the initial decision. The EMS Agency's Director's findings and decision shall be final. Notwithstanding this provision, Contractor may utilize the Dispute Resolution provisions set forth in Section 11 of this Agreement for final resolution of such disputes.

5.5. When decisions made under the above provisions become final, and Contractor is found at fault, Contractor shall pay to EMS Agency Liquidated Damages as set forth below.

6. Liquidated Damages

6.1. General Provision

A. This Agreement requires the highest levels of performance by Contractor. Mere demonstration of effort, even diligent and well intentioned effort by Contractor, shall not substitute for performance results required under this Agreement. Contractor and County agree that County's actual damages, in the event Contractor does not comply with the terms of this Agreement, would be extremely difficult or impracticable to determine, and therefore the parties agree to assess Liquidated Damages for said violations. The EMS Agency may impose Liquidated Damages on Contractor as set forth in this section and to pursue any other remedies permitted by law if Contractor fails to comply with the terms and conditions set forth in this Agreement.

B. This Agreement includes provisions for Liquidated Damages for late responses occurring within the EOA and other failures of Contractor to meet other requirements of this Agreement. Contractor shall pay EMS Agency said Liquidated Damages as determined and assessed by EMS Agency pursuant to the provisions contained herein. All Liquidated Damages recovered by EMS Agency pursuant to this Agreement shall be used for oversight and EMS Agency administrative activities related to this Agreement.

6.2 Damages for Late Responses to Code 2 Calls, Code 3 Calls and ALS Interfacility Transports

A. Each month in which Contractor fails to meet the applicable response-time standards, Contractor shall review its SSP, Unit Hour of production, capacities and any other possible causes of non-compliance. Contractor shall prepare a report regarding the measures taken to prevent future failures and ensure compliance with the standards. Contractor shall submit the report to the EMS Agency within thirty (30) days of the failure.

B. Contractor shall not refer exclusive franchise calls to another agency unless it is part of a Mutual Aid plan submitted by the Contractor and approved by the EMS Agency. If the Contractor is not able to respond to such a request for Emergency Ground Ambulance Services and that call goes to another agency outside the approved Mutual Aid plan or to a BLS Transport Unit, the Contractor shall pay Liquidated Damages in the amount of $2,500.00 per call. Appropriate referrals to Specialty Transport services are exempted from this Liquidated Damages section.

C. For each month in which the Contractor fails to meet the 90 percent Response Time standards within any Response Time zone, Contractor shall pay Liquidated Damages in the amount of $500.00 for each one-tenth (1/10) of a percentage point by which Contractor's performance falls short of the 90 percent standard.

D. For every call in which Contractor fails to arrive within the maximum specified Response Time, Contractor shall pay Liquidated Damages in the amount of $100.00 per excess minute or fraction thereof. The maximum amount of Liquidated Damages per call shall be $800.00.

E. Exclusive franchise calls referred to another agency will be included as part of the response-time requirements for calculating compliance and Liquidated Damages as set forth above.

6.3 Damages Calculations for Upgrades, Downgrades, Canceled Responses, Multiple Units, Breakdowns and Other Incidents. The parties hereby acknowledge that on occasion special circumstances may cause changes in call-priority classification. Response-time standards for determination of compliance and Liquidated Damages shall be calculated as follows:

A. Upgrades. If an assignment is upgraded prior to arrival of an ALS Resource on the scene (e.g., from Code 2 to Code 3 response), Contractor's response-time compliance and Liquidated Damages shall be calculated based on the Code 2 response-time standard. This section applies only if the initial priority was established correctly and in accordance with the Medical Priority Dispatch System. If the initial priority was incorrectly established by Contractor, the more stringent standard shall apply.

B. Downgrades. If an assignment is downgraded prior to arrival of an ALS Resource on the scene, Contractor's response-time compliance and Liquidated Damages shall be calculated based on the following criteria:

1. If the downgrade occurs after the ALS Resource has exceeded the more stringent maximum Response Time for the applicable zone, the more stringent standard shall apply.

2. If the downgrade occurs before the ALS Resource has exceeded the more stringent maximum Response Time for the applicable zone, the less stringent standard will apply.

3. This section shall only apply if the downgrade is authorized by the following: (1) 9-1-1/PSAP; (2) REDCOM; or (3) any other person authorized by EMS Agency policies.

C. Canceled Responses. If a call is canceled prior to arrival of an ALS Resource on the scene, Contractor's response-time compliance and Liquidated Damages shall be calculated based on the elapsed time from receipt of the call (the Ambulance's official time stamped as dispatched) to the time the call was canceled.

D. Multiple Units. If multiple ALS Resources are requested, Contractor's response-time compliance and Liquidated Damages for the additional ALS Resources shall be calculated based on the time each additional ALS Resource is requested until the time each additional ALS Resource arrives on the scene consistent with the appropriate response-time standard for the incident.

E. Breakdowns. If an ALS Resource breaks down at the scene, Contractor's response-time compliance and Liquidated Damages shall be calculated from the time the initial ALS Resource is requested to the time the new ALS Resource arrives. If an ALS Resource breaks down enroute to the scene, Contractor's response-time standard shall be calculated by measuring the original time of request of the initial ALS Resource to the time the replacement ALS Resource arrives on the scene. If a Transport Unit breaks down during transport with a patient, and requires the response of an additional Transport Unit, Contractor's Liquidated Damages shall be $1,000.00.

F. Other Incidents Affecting Response-Time Calculations

1. Where response-time areas are divided along the center of the road, the shorter Response Time shall apply to both sides of the road.

2. Contractor shall not be responsible for response-time performance when providing Emergency response service outside the EOA. However, Contractor shall use its best efforts to respond expeditiously to mutual-aid calls. Responses to emergencies located outside the EOA will not be counted in the number of total calls used to determine monthly contract compliance.

3. For each response in which the Contractor's management staff or field staff fails to report the at-scene time, the response shall be counted as a late response in the response-time percentage calculation for that month. At-scene times shall be established from vehicle data or radio transmissions identifying the at-scene time.

6.4. Level "0" Status. For every month Contractor reaches Level "0" Status greater than five times for more than five minutes per month, Contractor shall pay Liquidated Damages in the amount of $250.00 per each subsequent event.

6.5 BLS Response. Contractor shall pay a fine of $2,500 for each time Contractor sends a BLS Ambulance in response to a request for Emergency Ground Ambulance Service. Such fine shall not apply to non-franchise interfacility requests that require a BLS level of care.

6.6. Failed Response. Each time Contractor fails to respond to a call for Emergency Ground Ambulance Services and fails to refer the call to an EMS Agency approved Mutual Aid provider, Contractor shall pay Liquidated Damages in the amount of $5,000.00. Failed response calls shall be included in response-time compliance and Liquidated Damages calculations. EMS Agency shall evaluate each failed response incident to determine the threat to the public health and safety and determine whether a major breach of the Agreement has occurred.

6.7. Failure to Provide Compliance Data

A. For each call, transport or account wherein Contractor fails to furnish required information within thirty business days of request or within three business days of request for prehospital patient care records , the EMS Agency may, at its discretion, impose upon Contractor Liquidated Damages of $500.00.

B. This section shall not apply to cases where Contractor can demonstrate that the failure to produce requested information was beyond Contractor's reasonable control. Loss of records and computer problems shall not be considered beyond Contractor's reasonable control for purposes of this section.

C. If the EMS Agency determines, in its sole discretion, that the failure to produce requested information was caused by Contractor's refusal or delay, Contractor shall pay Liquidated Damages in the amount of $2,500.00 per incident.

D. On-Scene times shall be established from vehicle data or radio transmissions identifying the On-Scene time.

E. For each instance wherein Contractor's personnel fail to provide a completed patient care record consistent with the requirements as set forth in herein, Contractor shall pay liquidated damages in the amount of $100.00 per incident. This provision shall take effect upon the development of an electronic PCR performance standard as required under Section 1.6.D above.

6.8 Falsification of On-Scene Time

A. For each incident in which a member of Contractor's field staff falsifies the On-Scene time, Contractor shall pay Liquidated Damages in the amount of $1,000.00.

B. For each incident in which a member of Contractor's management staff falsifies data, Contractor shall pay Liquidated Damages in the amount of $2,500.00.

C. For any incidence of falsification of data, EMS Agency shall review the circumstances to determine if there has been a material breach of this Agreement.

6.9 Vehicle and Equipment Inspections. For each incident in which any of Contractor's Ambulance Units, is deemed to have a Major Infraction relating to compliance with EMS Agency vehicle and/or equipment standards, Contractor shall pay Liquidated Damages in the amount of $1,000.00. For the purposes of this provision, a Major Infraction shall be defined as any issue which (i) constitutes a condition that represents an immediate threat to the public health or safety by risk of exposure to infectious diseases or (ii) failure of any equipment item of medical supply that would result in the Ambulance Unit being unable to safely response to or treat a patient requiring emergency medical care under the terms of this agreement.

6.10 Exemption from Response-Time Standards and Waiver of Liquidated Damages

A. The EMS Agency may, within its discretion, subject to input from the Contract Oversight Committee, grant exemptions to response-time performance standards stated herein. For example, exemptions may be granted for weather conditions, MCIs, or other situations causing delay beyond Contractor's control. EMS Agency shall examine SSP, staffing levels, backup Ambulance capability, dispatch, in-service times and other influencing factors. If the EMS Agency determines that an exemption is appropriate, the EMS Agency may authorize the exemption of those calls when calculating performance compliance and Liquidated Damages.

B. To be eligible for an exemption from response-time standards, Contractor shall submit a request for an exemption to EMS Agency within thirty (30) calendar days of the time of the occurrence. Equipment failure, dispatcher error, personnel error, or lack of a nearby Ambulance shall not constitute grounds to this exemption.

6.11 Payment of Assessed Liquidated Damages

Contractor shall pay EMS Agency the amount of Liquidated Damages assessed by EMS Agency, in its sole discretion, within thirty (30) days of receipt of written notice that Liquidated Damages have been assessed.

7. Most Favored Customer

7.1. Contractor understands and accepts 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. Contractor accepts this as a reasonable solution to the problems of system-wide disruption that would otherwise occur.

7.2. Contractor shall not enter into any service contracts of which the scope is consistent with the scope of services contained within this Agreement which extend beyond the date of termination of this Agreement, except as may be specifically approved in writing by EMS Agency.

7.3. Contractor shall not use ALS Resources to perform work outside the scope of this Agreement if, in the assessment of the EMS Agency, such work negatively impacts the response performance, fiscal operations, and/or user rates by the Contractor under this Agreement.

7.4. Contractor shall not be prohibited from doing outside work which is unrelated to ALS or medical transportation, so long as such work does not detract from performance by Contractor of its responsibilities under this Agreement.

7.5. Contractor may utilize the EMS Agency and County of Sonoma logo in advertising and public information programs. EMS Agency shall reserve the right to approval of any form and content of all advertising and public information materials related to services provided under this Agreement.

8. Audits and Inspections

8.1. As often as may reasonably be deemed necessary, EMS Agency's representatives may observe Contractor's operations. Contractor shall make available to EMS Agency 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 contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement. EMS Agency representatives may, at any time, and without notification, directly observe Contractor's operation at the base of operations and business office, maintenance facility, and any Ambulance post location. County and EMS Agency representatives may ride as "third person" on any of Contractor's units at any time, provided, however, that in exercising this right to inspection and observation, County and EMS Agency representatives shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with Contractor's personnel in the performance of its duties.

8.2. EMS Agency's right to observe and inspect operations or records in Contractor's business office shall, however, require reasonable notification (24 hours) and shall be given to Contractor in advance of any such visit.

8.3. This right to directly observe Contractor's field operations, base of operations, maintenance shop operations and Ambulance post locations shall extend to authorized representatives of the EMS Agency and any other person authorized by the EMS Agency. Such persons shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with Contractor's personnel in the performance of its duties.

9. General Responsibilities of EMS Agency.

9.1. Conduct a competitive bid process for the selection of a contractor to provide Ambulance Services in the EOA as it shall deem necessary and appropriate.

9.2. Review, reserving the right to approve or disapprove, reasonable rates and charges by Contractor consistent with the provisions of Section 2.1 herein.

9.3. Review, reserving the right to approve or disapprove, contractual commitments made by Contractor, including agreements with Subcontractors to meet obligations under this Agreement.

9.4. Provide for system medical control/EMS Medical Director.

9.5. EMS Agency reserves the right to review, and the right to approve or disapprove, equipment lease/sublease arrangements established by Contractor.

9.6. In the event of a default, taking over and managing all operations until a new contractor can be secured.

10. Major Breach and Emergency Takeover Provisions

10.1. Major Breach Definitions: Conditions and circumstances which shall constitute a Major Breach of this Agreement by Contractor shall include the following:

A. Failure of Contractor to operate services in a manner which enables the EMS Agency and Contractor to remain in substantial compliance with the requirements of the applicable federal, state and local laws, rules and regulations. Minor infractions of such requirements, as determined in the sole discretion of the EMS Agency, shall not constitute a Major Breach of this Agreement.

B. Failure to comply with Response Time requirements within any response zone or combination of zones for three consecutive months, or four months out of each calendar year, shall be considered a Major Breach of this Agreement. Failure to comply with Response Time requirements within any response zone or combination of zones for two consecutive months, or three months each calendar year, shall be considered a Minor Breach of this Agreement.

C. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverages required herein.

D. Failure to provide a replacement performance security in a form acceptable to the EMS Agency, as required by this Agreement, which failure shall be deemed to be a Major Breach endangering the public's health and safety.

E. Multiple or un-remediated failures to correct any Minor Breach within a reasonable period of time after written notice from the EMS Agency.

F. Any act or omission of Contractor which, in the reasonable opinion of the EMS Agency Director, poses a serious risk and threat to public health and safety.

10.2. Notice to Contractor. If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the EMS Agency Director shall notify Contractor in writing of such existence or occurrence. Contractor shall have a period of time, which shall be reasonable under the circumstances as determined by EMS Agency, in its sole discretion, but no less than thirty (30) days, to take appropriate remedial action to correct the deficiencies. Contractor and EMS Agency staff shall attempt in good faith and with all reasonable effort to resolve the allegations between and among themselves without recourse to other remedies available herein.

10.3. If an allegation of Major Breach has not been resolved under the above provisions, EMS Agency Director shall notify Contractor and the Board of Supervisors in writing for the Board of Supervisors to conduct a hearing as set forth pursuant to Section 10.5 below.

10.4. If EMS Agency 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 Contractor to continue its operations, then EMS Agency may require other actions, short of referring the Major Breach to the Board of Supervisors under Section 10.5 below, as it deems appropriate under the circumstances.

10.5. Board of Supervisors Hearing

A. After Contractor is given reasonable notice, the County Board of Supervisors shall hold a hearing upon the EMS Agency Director's recommendations. The Board shall receive and consider any additional information and evidence on the matter which Contractor 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 Contractor to continue its operations under this Agreement. If the Board of Supervisors finds that a Major Breach has occurred, it shall declare this Agreement terminated and commence action to affect an immediate takeover by EMS Agency of Contractor's operations.

B. If the Board of Supervisors finds that only a Minor Breach has occurred, or that a Major Breach has occurred but that the public health and safety would not be endangered by allowing Contractor to continue its operations, the Board of Supervisors may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.

10.6. Expedited Hearing Process. If in the judgment of the EMS Agency Director, it appears a condition or circumstances of Major Breach exists and have not been cured, the EMS Agency Director, after giving notice to Contractor, may take the matter directly and immediately to the Board of Supervisors for its determination under the above provisions.

10.7. Notice of Termination and/or Takeover. Pursuant to the above provisions, the Board of Supervisors shall have the right to terminate and takeover services provided under this Agreement or to pursue any appropriate legal remedy in the event of a Major Breach. In such instance, EMS Agency shall provide written notice to Contractor specifying the date and time of intended termination and takeover.

10.8. Declaration of Public Health Officer. The parties understand and agree that the Sonoma County Public Health Officer may determine that the facts constituting a Major Breach pose a risk and immediate threat to the general public health and safety. In the event that the Public Health Officer declares that the facts constituting a Major Breach pose a risk or threat to the general public health and safety, the Public Health Officer shall have the right to terminate immediately, 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, the Public Health Officer shall provide reasonable written notice, as determined in the sole discretion of the Public Health Officer, to the Contractor specifying the date and time of intended termination or takeover.

10.9. Emergency Takeover. If the Board of Supervisors finds that a Major Breach has occurred and that the public health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with EMS Agency to affect an immediate takeover by EMS Agency of Contractor's equipment and vehicles. Such takeover may be affected as set forth in the above provisions.

10.10. Equipment and Vehicles. All of Contractor's vehicles and related property, including, but not limited to, medical equipment and supplies and facilities necessary for the performance of services shall be deemed assigned to EMS Agency during the takeover period. Contractor shall promptly deliver to EMS Agency all equipment, including, but not limited to, Ambulances, Quick Response Vehicles, supervisor vehicles, sites used to house equipment, vehicles and staff, maintenance facilities and communications equipment used in providing Emergency Ground Ambulance Services under this Agreement. Contractor's assignment to EMS Agency shall include the number of vehicles used by Contractor's System Status Plan for the peak hour of the day, peak day of the week, for Emergency Ground Ambulance Services under the terms of this Agreement. Each vehicle shall be equipped at a level in accordance with its utilization in Contractor's System Status Plan and in accordance with EMS Agency policies, including all supplies necessary for minimum stocking levels of such vehicles.

10.11. Payment by EMS Agency. Contractor shall be required to deliver the above delineated vehicles and equipment to EMS Agency in mitigation of any damages to EMS Agency resulting from Contractor's breach. EMS Agency shall pay monthly rent to Contractor equal to the aggregate monthly amount of Contractor's debt service and/or lease payments on all facilities, equipment or vehicles used in the performance of this Agreement that are financed to a purchase or lease schedule as documented by Contractor, at the Director of EMS Agency's request and verified by County's Auditor. Payments for EMS Agency's use of vehicles, equipment or facilities that are wholly owned by Contractor at the time of takeover shall be based on the fair market value, taking into account the age and condition of the items and presenting a payment schedule that is based on an interest free amortization schedule for the then current anticipated useful life of the equipment which in no event shall be longer than the life remaining on Contractor's depreciation schedule determined in accordance with GAAP. County's Auditor shall arrange for an independent third party to determine the fair market value of such items and the payment schedule that will prevail during the term of the takeover. County's Auditor shall disburse any payments that are made to either Contractor or Contractor's oblige during the takeover period. Such payments shall be made within forty-five (45) days of takeover and every 45 days thereafter. EMS Agency shall also be entitled to utilize, at Contractor's cost, all other services and supplies of Contractor or available to Contractor not previously addressed including billing services, maintenance, administrative consulting and management services. Contractor shall assign all applicable service, supply or other agreements to County or, if such agreements require consent for assignment, shall use its best efforts to obtain such consent.

10.12. Takeover Cooperation

A. Consistent with the above provisions, Contractor shall cooperate completely and immediately with the EMS Agency and other County departments to effect an immediate takeover by EMS Agency of Contractor's operations. Such takeover shall be effective immediately or such other period as the EMS Agency may determine, after such finding of Major Breach as determined by the Board of Supervisors or the Public Health Officer as set forth in this Section 10. EMS Agency shall attempt to keep whole the existing staff and operations until such time as either a new Request for Proposal can be issued and a new contractor secured or another alternative method of ensuring the continuation of services can be affected. Contractor 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 EMS Agency.

B. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of the pubic 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 of EMS Agency's access to performance security funds or to Contractor's equipment.

C. Contractor's cooperation with and full support of such termination of this Agreement and Emergency Takeover, as well as Contractor's immediate release of performance security funds to EMS Agency, shall not be construed as acceptance by Contractor of the finding of Major Breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find that declaration of Major Breach was made in error. However, failure on the part of Contractor to cooperate fully with EMS Agency 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 by the Provider Compliance Committee was made in error.

D. The Board of Supervisors shall be the final authority for the County. If the Board of Supervisors declares the Contractor to be in Major Breach of this Agreement on grounds other than performance deficiencies deemed to be dangerous to the public health and safety, Contractor may dispute the Board of Supervisor's claim of Major Breach without allowing takeover of operation by the EMS Agency prior to legal resolution of the dispute. This section shall not apply if the

Public Health Officer determines there is an immediate risk to the public health and safety pursuant to Section 10.8 above.

11. Dispute Resolution. In the event of a dispute between the parties which is not resolved through the provisions as described herein, the parties shall proceed with mediation of the dispute. EMS Agency and Contractor agree to mediate any dispute or claim between them arising out of this Agreement or any resulting transaction before resorting to arbitration or other court action.

11.1. Fees. The mediation fee, if any, shall be divided equally among the parties involved.

11.2. Discovery. In advance of the mediation, the parties shall voluntarily exchange all documents requested by the other party that relate to the dispute. Issues concerning discovery shall be submitted to the mediator prior to mediation; the mediator's decision shall be binding upon the parties to the dispute.

11.3. Confidentiality. Any mediation proceeding shall be confidential and shall not be admissible in a subsequent proceeding.

11.4. Enforcement. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then, in the discretion of the arbitrator(s) or judge, the other party may apply to such arbitrator or judge for an order staying the arbitration or court action pending mediation.

12. Performance Security Provisions

12.1. The unique nature of the services which are the subject of this Agreement require that, in the event of default of a type that endangers public health and safety, EMS Agency must restore services immediately, and Contractor must assist in effecting the takeover of operations, even if Contractor disagrees that the declared default has occurred or that the default was caused by Contractor.

12.2. Contractor and EMS Agency agree that a performance security provision is a necessary part of this Agreement and that EMS Agency may utilize the performance security required herein in the event of Contractor's default on this Agreement. In that respect, Contractor shall furnish performance security in an amount and in accordance with the form and conditions set forth in RFP Section 5.3 and Contractor's Proposal, attached hereto as Exhibits E and D respectively.

12.3. The performance security shall be released to the EMS Agency upon occurrence of the following events: (i) upon provision of notice of Material Breach to Contractor, failure of Contractor to cure the Material Breach within thirty (30) days under Section 10.1, and the termination of the Agreement; or (ii) implementation of a takeover of Contractor's operations under Section 10.8.

13. Insurance Required. At all times during the term of this Agreement, and throughout any extension periods, Contractor shall maintain current insurance coverage. All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the County. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its sub-contractors to maintain insurance as described below:

13.1 Worker's Compensation Insurance. 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:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

13.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than two million dollars ($2,000,000) limit for each occurrence and six million dollars ($6,000,000) each for the general aggregate and the products/completed operations aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

A. The County of Sonoma, its officers and employees, is named as an additional insured for all liability arising out of the on-going and completed operations by or on behalf of the named insured in the performance of the Emergency Ground Ambulance Services Agreement between the County of Sonoma and American Medical Response West.

B. 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. The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by County.

D. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

13.3. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than five million dollars ($5,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said automobile insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

A. The County of Sonoma, its officers and employees, is named as an additional insured for all liability arising out of the on-going and completed operations by or on behalf of the named insured in the performance of the Emergency Ground Ambulance Services Agreement between the County of Sonoma and American Medical Response.

B. 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. The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by County.

D. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

13.4 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than ten million dollars ($10,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services.

13.5 Documentation. The following documentation shall be submitted to the County of Sonoma, Department of Health Services:

A. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the County for the duration of this Agreement.

B. Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current endorsements evidencing the above-specified requirements on file with the County for the duration of this Agreement.

C. Upon County's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

D. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

13.6 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

13.7 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. These remedies shall be in addition to any other remedies available to the County.

14. Compensation to Contractor

14.1. As compensation for the services, equipment and materials furnished under this Agreement, Contractor shall receive the following as full compensation: (i) market rights as specified herein; (ii) use of communication infrastructure with reasonable routine maintenance provided by the County as specified, and (iii) income from fee for service billing and other reimbursement mechanisms as specified.

14.2. In consideration for all services, equipment, materials, and supplies to be furnished by Contractor, the EMS Agency has designated Contractor as the exclusive provider of Emergency Ground Ambulance in the EOA within the geographical areas defined by this Agreement. Contractor and EMS Agency agree that said designation shall begin on July 1, 2009, and shall continue throughout the term of this Agreement, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other provisions for Contractor compensation incorporated herein, County 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 Contractor for services provided to medically-indigent patients. Nothing in this Agreement is intended to create any duty on the part of County to pay for Emergency Ground Ambulance Service rendered to any individual.

15. Rights and Remedies Not Waived. Contractor 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 that payment thereof shall not be

deemed to be a waiver by the County of any breach of covenants or conditions, or any default which may then exist on the part of Contractor, 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 County with respect to breach or default.

16. Representations of Contractor

16.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

16.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees.

16.3 Taxes. Contractor 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. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

16.4 Records Maintenance

A. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

B. Contractor and EMS Agency hereby agree that all data and records submitted to EMS Agency under this Agreement shall become and remain the property of EMS Agency, subject to disclosure pursuant to the California Public Records Act. Contractor may assert that any portion of such data or records provided pursuant to this section should be treated as confidential, and should be exempt from disclosure under the California Public Records Act. With each item claimed to be confidential, Contractor shall provide a statement as to the basis for the claim of confidentiality specifying the exact exemption in law. EMS Agency shall notify Contractor of any request for information for which Contractor has asserted a claim of confidentiality. Contractor may pursue its legal remedies to prevent disclosure of such information. Under no circumstances will the EMS Agency, County or any of their agents, representatives, consultants, directors, officers or employees be responsible for liable to Contractor or any other party as a result of disclosing any such materials.

16.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

16.6 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

16.7 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

16.8 Confidentiality. Contractor agrees to comply with all applicable state and federal laws and regulations regarding confidentiality. This paragraph 16.8 shall survive termination of this Agreement.

17. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Section limits County's right to Emergency Takeover as authorized under this Agreement pursuant to Section 10.

18. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. Any change in ownership equal to or greater than fifty (50) percent of Contractor's company shall be considered a form of assignment of this Agreement, and must be approved by EMS Agency, provided however, that EMS Agency shall not unreasonably withhold its approval of such change in ownership.

19. Method and Place of Giving Notice. All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices shall be addressed as follows:

To Contractor:
General Manager
American Medical Response West
930 South A Street
Santa Rosa, CA 95404

With courtesy copies to:
Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111

To County:
Director of Health Services
County of Sonoma
3313 Chanate Road
Santa Rosa, CA 95404

With courtesy copies to:
Sonoma County Counsel's Office
Attn: Deputy County Counsel for Health Services
575 Administration Drive, Room 105
Santa Rosa, CA 95403-2881

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the persons to whom notices are to be given by giving notice pursuant to this paragraph.

20. Force Majeure

20.1. Definition. "Force Majeure" shall mean 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 due foresight such party could not reasonably have been expected to avoid, and which by the exercise of due diligence it would not have been able to overcome.

20.2. 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 for 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 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.

20.3. 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.

21. Miscellaneous Provisions

21.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

21.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement. If a provision in any exhibit or addendum to this Agreement conflict with any provision in this Agreement, the provision of this Contract will control.

21.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

21.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

21.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

21.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

21.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

21.8 Compliance with Applicable Laws. The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. The County further warrants and represents that the payments made by Contractor to County under Sections 2.4 and 2.5 of this Agreement , shall be less than or equal to the County's actual costs to provide the services and no funds shall be used by the County in a manner that may violate 42 U.S.C Section 1320a-7b, the federal Anti-kickback Statute.

21.9 Compliance Program. Contractor has made available to the County a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Contractor's website, located at: www.amr.net, and the County acknowledges receipt of such documents. Contractor warrants that its personnel shall comply with Contractor's compliance policies, including training related to the Anti-kickback Statute.

21.10 HIPAA. Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act or 1996 and the regulations thereunder. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.

21.11 Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provides services on its behalf hereunder has been convicted of any conduct

that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal healthcare programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in Federal healthcare program, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

21.12 No Influence on Referrals. It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for hereunder shall influence or in any way be based upon the referral or recommended referral by either party of patients to the other or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other that the specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the Effective Date.

CONTRACTOR:

_____ Date 12/15/2008

Print Name: DEAN B. ANDERSON

Print Title: GENERAL MANAGER

Authorized Representative of American Medical Response West

COUNTY OF SONOMA:

_____ Date 12/31/08

for Rita Scardaci, MPH

Director, Department of Health Services / Coastal Valleys EMS Agency

Certificates of Insurance on File with and Approved as to Substance:

Approved as to Substance:

_____ Date 12/22/08

Division Director or Designee

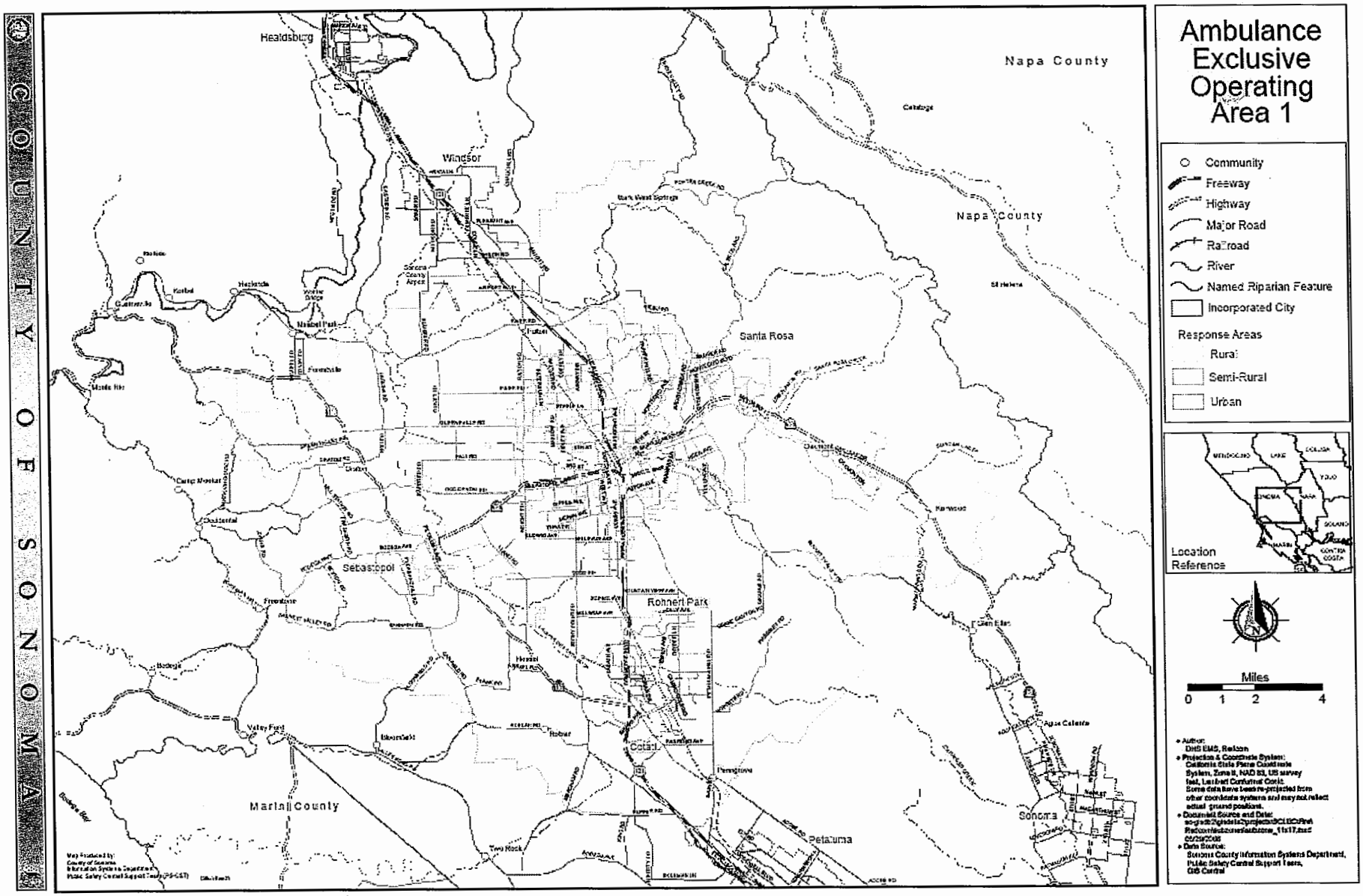
Approved as to Form:

_____ Date 12/17/08

County Counsel

Exhibit A

Exclusive Operating Area #1 Maps
And Response Zone ESZ Classification


COUNTY OF SONOMA
Healdsburg
Windsor
Napa County
Napa County
Santa Rosa
Sebastopol
Rohnert Park
Cotati
Petaluma
Sonoma
Marin County
Ambulance Exclusive Operating Area 1
Community
Freeway
Highway
Major Road
Railroad
River
Named Riparian Feature
Incorporated City
Response Areas
Rural
Semi-Rural
Urban
Location Reference
Miles
0 1 2 4
Author:
DHS EMS, Nelson
Projection & Coordinate System:
California State Plane Coordinate System, Zone II, NAD 83, US survey feet, Lambert Conformal Conic
Some data have been re-projected from other coordinate systems and may not reflect actual ground positions.
Document Source and Date:
Data Source:
Sonoma County Information Systems Department, Public Safety Central Support Team, GIS Central

EOA #1 Response Zones

Santa Rosa Urban	Santa Rosa Urban	Santa Rosa Urban	Rohnert Park Urban	Sebastopol Urban	Oakmont Urban	Semi-Rural	Rural
1781010004	1758020340	1714040002	1916020035	1811020019	1755010040	1781010001	1781010003
1781010005	1758020350	1714050001	1914010005	1811010004	1714070001	1781010002	1294010003
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1294010023	1714010001	1714090001	1919010001	1834010002		1811010002	1756010010
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1756040740	1714010014	1718050001	1919019909			1314010001	
1758040890	1714010015	1718050003	1919019910			1916010029	
1755020210	1714010016	1718060001	1755040800			1916020013	
1755020220	1714020001	1719080001	1755040810			1916020032	
1755020230	1714020002	1758010060	1755040820			1916030009	
1755020240	1714020003	1758010070				1916030025	
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Exhibit B

Contractor's Clinical Performance Oversight Plan

AMR Sonoma Life Support
QI Plan

Introduction

This QI Plan is designed to provide system oversight/leadership, performance monitoring/tracking, prioritized and tangible performance improvement, and fully integrated training and development for Sonoma County. The guiding principles for this plan include a patient centered focus, the opportunity for full collaboration with system stakeholders especially the County EMS Agency, comprehensive coverage of all the key areas necessary for our organization's performance, driving our leadership decisions with data, and producing results that matter to customers, stakeholders, and the EMS Agency. Rather than the traditional model of EMS quality management where one mid-level leader is assigned the responsibility for quality, in this plan our entire senior leadership team, our Medical Director, our field supervisors, field training officers, and preceptors have responsibility for leadership and implementation of quality improvement initiatives. We are committed to full interaction and collaboration between our staff, including our Medical Director with the County EMS Agency staff and Medical Director.
We integrate comprehensive quality management and performance improvement functions throughout our AMR/Sonoma Life Support operation. The principles and practices are hardwired into all aspects of our leadership team and our General Manager Dean Anderson is responsible for overseeing our quality improvement program. As the president and CEO of the Institute for Healthcare Improvement said, "Results, not data collection, should be the focus of quality management efforts. We have accomplished little if our efforts to improve quality only result in our ability to collect and analyze more data." Our commitment is to work with system stakeholders to measurably improve the quality of healthcare provided by EMS in Sonoma County.

While our program has components that are designed to help individual employees improve their clinical care and customer service, our primary focus is on system-wide performance. Since the role of the contractor is integrated into a larger system of prehospital care involving the Health Department, hospitals, and fire departments, we commit to actively participate in all of the County efforts including the Sonoma County QI Committee. We also commit to supporting and actively participating in clinical, community health, and system research studies conducted in our community. With our national perspective, we will be able to involve AMR/Sonoma Life Support in multi-center research studies with the approval of the EMS Agency and County Medical Director.

On the internal level we are establishing a Quality Steering Committee which is chaired by our General Manager and includes all members of the leadership team, the Director of REDCOM, and front line employees. We invite participation on this committee from the County EMS Agency, area Fire Departments, local hospitals, other ALS providers, other EMS and ambulance providers, and public safety dispatch. The Quality Steering Committee will meet monthly to review system performance in all key areas, charter improvement project, and monitor the progress on active improvement projects. Our approach is informed by the Baldrige

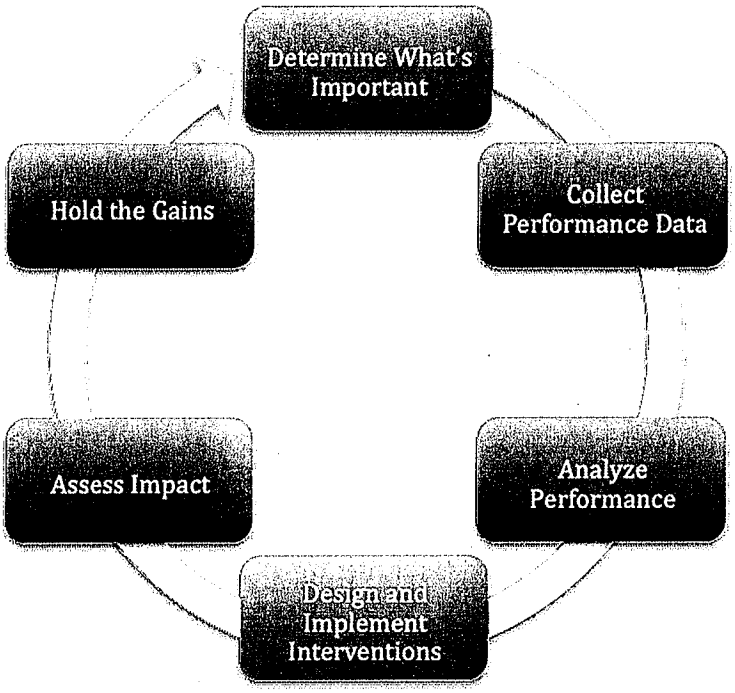
National Quality Program Health Care Criteria for Performance Excellence, the California Code of Regulations: Title 22, Chapter 12 (EMS System Quality Improvement), The National EMS Quality and Performance Management Workshop, Six Sigma, and the Institute for Healthcare Improvement.

This approach to quality management is focused on the needs and perspectives of patients.

We've aligned our key result areas and the key performance indicators that we measure to produce the best possible results for people who are ill and injured in Sonoma County. To produce good results for patients, frontline caregivers must have comprehensive knowledge, skills, equipment, and support. To provide high quality care and service in a sustainable way it is also essential to ensure the health of support systems like fleet maintenance, billing, human resources, risk and safety, system status management, dispatch, and finance.

The key result areas we will be using to track performance include clinical, customer/patient satisfaction, response time, Human Resources, safety, fleet/equipment, finance and unusual occurrences/incidents/complaints. Within each of these areas we will track vital key performance indicators (KPIs). The system performance as related to these KPIs will be provided to the Quality Steering Committee and the County EMS Agency each month. This hardwires program review and update into the monthly meetings which allows the system to adapt to emerging issues and information very quickly.

Here's the cycle of improvement that we use for this process:



Quality Steering Committee Meetings

Each month the Quality Steering Committee will meet and these items will be included in the standing agenda:

- Review of system performance based on KPI statistical process control (SPC) Charts and qualitative analysis. During this review performance will be assessed, data definitions may be clarified, new KPIs can be created, and improvement projects can be identified and chartered.

- Project Update: The committee will be updated on the status and progress made on each project. Guidance can be provided to project leaders, resources allocated or re-allocated, and timelines adjusted. Completed projects will be moved to the completed list. Once this system is fully functional the system leaders will know how all aspects of the system are performing, where the opportunities for improvement are, what is being done to make improvements, and if the improvement efforts are producing results.

Key Performance Indicators

Performance Monitoring and Reporting

Our measurement system incorporates both qualitative and quantitative measures. For the quantitative measurements we believe that the best picture of the performance of a process over

time is the statistical process control (SPC) chart. All qualitative measure of performance will be plotted on SPC charts provided to the Quality Steering Committee each month.

KEY PERFORMANCE INDICATORS (KPI)

With all of the data and information available to us, it would be easy to overwhelm ourselves, the EMS Agency, and the other members of the Quality Steering Committee with piles of measurements. We subscribe to the principle of measuring a vital few performance indicators that cover a broad spectrum of what's important to the customers we serve, the County Medical Director, the EMS Agency, our employees, and the sustainability of the system. This list can be modified or supplemented by the Quality Steering Committee with input from the EMS Agency and the County Medical Director. Here is a list of Key Performance Indicators (KPI):

CLINICAL KPIs

- **Cardiac Arrest:** The percentage of witnessed ventricular fibrillation and ventricular tachycardia cases with a return of spontaneous circulation.

- **Airway Management:** The percentage of patients who require active airway management in which airway management was successful and the percentage where capnography was applied within 60 second of tube placement. (From CPI)

- **Congestive Heart Failure/Pulmonary Edema:** The percentage of patients with CHF/PE who are treated according to protocol. (NTG and CPAP)

- **Seldom Used Skills:** The percentage of paramedics that complete the seldom used skills class each year.

- **STEMI:** Time from dispatch until patient arrives at STEMI intervention hospital. (With hospital cooperation time from dispatch to intervention wire or balloon inflation.) Percentage of cardiac chest pain patients treated according to protocol (Administration of aspirin, acquisition of a 12-Lead, transport to PCI facility). As part of our commitment to providing top quality care to STEMI patients we have purchased, installed, and continue to maintain Lifenet Stations, which receive 12-Lead EKGs, at Santa Rosa Memorial and Sutter Hospitals.

- **Stroke:** Time from dispatch until patient arrives at the hospital. (With hospital cooperation time from dispatch until intervention) Percentage of stroke patients with a complete stroke scale documented.

- **Vascular Access Success Rate:** The percentage of patients in whom vascular access was attempted (IV or IO) where it was successful. (From CPI).

- **Impact of Care:** Percentage of patients with moderate of severe clinical acuity who had a positive change in their Rapid Acuity Physiology Score (RAPS) after clinical intervention and care.

- **Customer/Patient Satisfaction:** Patient customer satisfaction survey results by clinical category. Annual satisfaction assessment of system stakeholders focused on our

partnership, contribution to the community, and customer service.

- **Asthma:** Time from 9-1-1 call to administration of beta-agonist. Percentage of patients with asthma provided with self-care education and information.

- **Status Epilepticus:** Percentage of patients with status epilepticus treated according to protocol (Measure blood glucose and administer benzodiazepine).

- **Severe Trauma:** Average total prehospital time from 9-1-1 call until arrival at trauma center.

- **Smoking Cessation:** The number of people who receive counseling and information about smoking cessation per month.

- **Protocol Compliance:** We commit to performing a random audit of at least 10% of the patient care reports completed by our paramedics and the Santa Rosa Fire Department paramedics. These audits are designed with a dual purpose. One purpose is to gather data and information on system protocol compliance that will be provided to the Quality Steering Committee in the form of a Pareto analysis of which protocols have the most problem being followed. This chart will be accompanied by a qualitative analysis describing the likely cause of significant protocol compliance issues from a systems perspective. The second purpose is to provide feedback and education to individual paramedics on their clinical performance and documentation.

RESPONSE TIME PERFORMANCE KPIs

- Fractile response time performance to the new more stringent overall 92% response time compliance standard and County response time standards by zone, for code 2 and code 3 and for urban, semi-rural, and rural categories by month.

- Response time fines paid per month.

- Response time exception report which includes the cause of late calls organized into a Pareto chart along with a qualitative description of improvement opportunities and improvement actions.

LEVEL 0 KPIs

- The number of times per month that the system reaches level 0. Level 0 is no ambulances available to respond or able to be quickly moved into a response capable mode for 5 minutes or more. For example the system would be at level 0 if all system ambulances are responding to or at the scene of 911 calls, no mutual aid providers are available and no ambulances have arrived at the hospital for 5 minutes or more.

- The number of late responses to 9-1-1 calls per month during level 0 time periods

MUTUAL AID KPIs

- The percentage of 9-1-1 calls run each month where we provided mutual aid to a community outside of the Franchise area

- UHU, the monthly system unit hour utilization ratio calculated based on the total number patients transported during the month divided by the total number of unit hours produced that month.

REDCOM KPIs

- Percentage of 9-1-1 phone calls answered within 10 seconds per month. Measured from first ring to pick up.

- Percentage of calls processed in less than 70 seconds each month. Measured from first ring of 9-1-1 phone to unit activation.

- Percentage of compliance with the MPDS determinants that make up the criteria for accreditation as a Center of Excellence for the National Association of Emergency Dispatch.

    - Case Entry
    - Key Questions
    - Post Dispatch Instructions
    - Pre Arrival Instructions
    - Chief Complaint Selection
    - Final Coding
    - Total Compliance

HUMAN RESOURCES KPIs

- Turnover rate calculated as the percentage of full time employees who leave the company each year. A qualitative report based on exit interviews will be included.

- Qualitative description of employee satisfaction focus group results. Focus groups will be conducted quarterly and will be open to all employees. The format will be based around open ended questions and dialogue.

SAFETY KPIs

- The number of vehicle contacts per month along with a qualitative description of the severity of each incident.

- The number of workers compensation claims filed each month.

- The number of lost shifts due to on the job injuries. Defined as someone unable to work a regularly scheduled shift in their primary job role.

- The compliance with our 5-Strap spot check for securing patients to the stretcher.

FLEET/EQUIPMENT KPIs

- The percentage of regularly schedule preventive maintenance for response vehicles performed on time.

- The number of critical vehicle failures per month. Defined as a response vehicle that is unable to complete its mission due to a mechanical failure while responding to a 9-1-1 call, at the scene of a 9-1-1 call, or while transporting a patient.

FINANCE KPIs

- Number of transports per month.

UNUSUAL OCCURRENCES/INCIDENTS/COMPLAINTS KPIs

- Qualitative description of the type, nature, investigation results, and improvement actions related to unusual occurrences, incidents, and complaints.

- Feedback based on the analysis of these KPIs by the Quality Steering Committee is used on an ongoing basis to guide the learning and development of our EMT's Paramedics, Dispatchers and management staff.

- QI Communications: We will provide a Quality Management communications mechanism that will allow hospital staff, law enforcement, and fire department employees to quickly and easily provide feedback on the performance of our employees. This will allow our EMS system partners to provide commendations and improvement opportunities with a simple phone call. The messages left on the hotline will be retrieved daily during the work week. The content of the calls will be addressed quickly and appropriately by our leadership team. The call and follow-up actions will be logged in our Ninth Brain database. A qualitative report will be provided to the Quality Steering Committee each month.

Improvement Projects

IMPROVEMENT PROJECTS

An important activity of the Quality Steering Committee is the identification and chartering of improvement projects. These projects are intended to make tangible improvements in the performance of the EMS system in Sonoma County using several mechanisms, including process redesign, performance feedback, design of new protocols to be sent to the County Medical Director, training and individual coaching. The Committee will be inspired to generate projects based on analysis of performance data (KPIs), benchmarking of industry best practices, review of peer-reviewed research literature, and suggestions made by any of the stakeholders in the system.
Complex improvement projects will be officially chartered using the following template, which has been adapted from Six Sigma:

PROJECT NAME:
PROJECT DESCRIPTION AND GOAL STATEMENT (PURPOSE AND OBJECTIVES):
CLINICAL CASE FOR IMPROVEMENT (CLINICAL PROJECTS ONLY):
EXPECTED IMPROVEMENTS:
METRICS (HOW PROJECT PROGRESS AND RESULTS WILL BE MEASURED):
TEAM LEADERS:
TEAM MEMBERS:
PROJECT SCOPE (WHAT'S IN AND WHAT'S NOT):
RESOURCES REQUIRED:
SCHEDULE FOR IMPLEMENTATION:

Improvement projects will be logged on a master list that includes the project name, a brief description, metrics, team leader, and completion date.

Name	Description	Metrics	Team Leader	Date

Two of the initial projects that will be chartered by the Steering Committee focus on community health improvement. They were created by following these steps:
1. **IDENTIFY HEALTH IMPROVEMENT OPPORTUNITIES:** Working with Health Department epidemiologists to find the health improvement needs that exist in Sonoma County by evaluating the available data and reports.

2. **PRIORITIZE OPPORTUNITIES:** Identify which of these health improvement opportunities have the greatest likelihood of responding to simple interventions. The scientific literature especially the U.S. Preventive Services Task Force Recommendations can help identify which ones to focus on.

3. **INVENTORY EXISTING INTERVENTIONS:** Many systems and organizations exist in Sonoma County and are already providing many of the kinds of services, necessary to improve people's health. We will survey these organizations to find out what they offer, how clients get

involved, and how we might help these organizations fulfill their objectives.

4. **DESIGN EMS INTERVENTIONS TO CLOSE GAPS:** Work with the County Health Department, the EMS Medical Director, and other system stakeholders to create custom solutions for our community.

5. **IMPLEMENT IMPROVEMENT INTERVENTIONS:** Provide health issue-specific education, training and materials to our crews and first responders who wish to participate, enabling them to perform effective public heath outreach. Customize our electronic patient care records management system (MEDS ePCR) to enable us to send health improvement/self care educational materials to patients and their families while providing referrals to appropriate community health resources.

6. **MEASURE AND MONITOR RESULTS:** Develop relevant measurement methodologies to track success in achieving health issue-specific goals. Each health improvement project will have associated key performance indicators tracked and reported to the Leadership Team.

Based on this process we've identified the following initial projects for community health improvement projects (note: the MEDS EPCR program is a core component for the successful implementation of these programs):

STOP SMOKING

1. Identify Health Improvement Opportunities: According to the January 2008 Sonoma County Health Snapshot the proportion of adolescents who smoke cigarettes is 15.4% and the adult rate is 14.4%. Smoking is one of the major underlying factors that contribute to death in our community. Smoking harms nearly every organ in the body and is a major cause of cancer of the lung, larynx, oral cavity, bladder, pancreas, uterus, cervix, kidney, stomach, and esophagus. Smoking is also a major cause of heart disease, stroke, chronic bronchitis, and emphysema.

The Community Health Needs Assessment Sonoma County 2008-2011 indicates that following a six-year decline, Sonoma County high school students now report an increase in regular tobacco use. Nine percent of eleventh-graders say they are regular smokers.

2. Inventory Existing Interventions: There is an abundance of resources in Sonoma County to help people quit smoking including:

- *American Lung Association of California*, 115 Talbot Ave., Santa Rosa 707-527-LUNG www.lungusa.org they offer programs for adults and teens.
- *California Smoker's Hotline*, 800-7-NO-BUTTS or 800-45 NO FUME in Spanish: They provide free stop smoking assistance by telephone.
- *Kaiser Medical Center Petaluma* 707-765-3485 and Santa Rosa 707-566-5253 provides smoking cessation programs for members and non-members.
- *Petaluma Health Care District* 778-9114
- *Sonoma County Department of Health Services* 565-6680
- *Nicotine Anonymous Support Group* - Mondays at Church of Christ, 370 Sonoma Mountain Parkway, Petaluma. Tuesdays at Unitarian Fellowship Church 547 Mendocino Ave. Santa Rosa

3. How Can EMS Help? The U.S. Preventive Services Task Force strongly recommends that clinicians screen all adults for tobacco use and provide tobacco cessation interventions for those who use tobacco products. *"Brief tobacco cessation counseling interventions, including*

screening, brief counseling (3 minutes or less) and/or pharmacotherapy, have been proven to increase tobacco abstinence rates, although there is a dose response relationship between quit rates and the intensity of counseling. Effective interventions may be delivered by variety of primary care clinicians."
The Task Force recommends using the 5-A Behavioral Counseling Framework to engage patients in smoking cessation discussions: 1. Ask about tobacco use, 2. Advise to quit through clear personalized messages, 3. Assess willingness to quit, 4. Assist to quit, 5. Arrange follow-up support.

We propose working with the County Health Department and County Medical Director to create an EMS protocol for appropriate smoking cessation behavioral counseling. We envision that this protocol would involve assessing appropriateness for the intervention. If the intervention is appropriate the paramedic caring for the patient would engage the patient in a 5-A style brief counseling session, document the results of the session on MEDS ePCR which will automatically refer the patient to appropriate stop smoking programs. The system will also provide stop smoking literature via e-mail to the patient's e-mail address and eventually send reminder messages via SMS text to their cellular phone.

4. Implement Improvement Interventions: Train the clinical personnel in protocols, provide appropriate literature to be carried on ambulance and first responder vehicles, create the IT modifications to the MEDS ePCR system.

5. Measure and Monitor Results: To monitor this program we will track the number of patients counseled to stop smoking and the number of referrals each month. We propose working with the County Health Department and the EMS Agency to identify other sources of smoking data to monitor as well.

ASTHMA DISEASE MANAGEMENT

1. Identify Health Improvement Opportunities: According to the Sonoma County Asthma Coalition: Report to the Community on Asthma Status, 22 percent of children ages 5- 17 in the County have been diagnosed with asthma, which is significantly higher than the rest of California and the country. That means over 14,600 students in our schools have asthma. While asthma is a chronic disease with proper medication and self-care it can be controlled. No one should die from asthma. Yet more than one Sonoma County resident dies from asthma every other month and has for the last 15 years. Thousands of Sonoma County residents visit the emergency department for asthma each year and hundreds of those are hospitalized.

2. Inventory Existing Interventions: *The Sonoma County Asthma Coalition* 115 Talbot Ave., Santa Rosa, CA 95404, 707-527-5864 www.sonomaasthma.org; *Kaiser Permanente Santa Rosa Medical Center: Healthy Living Education Program*, Understanding Your Asthma, classes for adults and children available for members and non-members, 707-393-4167

3. How Can EMS Help? Research indicates that self-care education for people with asthma helps them decrease their symptoms and their presentations to hospital emergency departments. AMR/Sonoma Life Support proposes working with the County Health Department, the County Medical Director and the Sonoma County Asthma Coalition to create asthma self-care educational materials. The materials would include brochures that could be handed to patients and their family members by paramedics and e-mailed to patients through our MEDS ePCR system.

We also propose working with experts in the community to create a brief asthma self-care training programs that paramedics could provide to patients once their respiratory distress is under control and to people with asthma in our schools and community. This program would cover proper use of maintenance and rescue inhalers (a recent study showed that up to 90% of asthmatics do not know how to use their inhalers properly), use of a peak flow meter, and the Red, Yellow, and Green approach to asthma self-monitoring. Additionally the education will cover removal of asthma triggers from the home and patient environment.

Nationally asthma is the leading cause of missed days at school for students. We propose working with the Sonoma County Asthma Coalition and the Sonoma County Office of Education to create an education program for teachers and administrators in Sonoma County Schools. This program will cover the actions that schools can take to best support students with asthma including facilitating self administration of medication, identifying the signs and symptoms of asthma, knowing when to call 9-1-1, and how to support parents. As an incentive to attend we intend to offer teacher continuing education credit for the program.

4. Implement Improvement Interventions: We propose training care providers in the patient self-care education system, stocking of educational materials and resource literature in ambulances, and creating the resource referral and education literature program for our MEDS ePCR system.

5. Measure and Monitor Results: For asthma management tracking we will track the number of 9-1-1 calls for asthma each month and the number of these patients who receive self-care education and/or self-care educational literature each month. Additionally we propose working with the County Health Department to create ways to monitor the status of asthmatics throughout the County.

As we gain experience with this new approach to providing patient education and referrals we anticipate developing systems to address diabetes, elderly fall prevention, congestive heart failure, obesity, hypertension, sickle cell anemia, and more. Our guiding philosophy for this program is, "We have a duty to inform." That means that if we become aware of something that we know a person can do to improve their health, we have a duty to tell them about their options.

Our proposal is to collaborate with the County Medical Director and the Health Department to create a process and set of protocols for self-care education and disease/injury prevention.

The third project that we'll charter has already started, it's the "**GREENING OF MEDICALWASTE/DEMOLIZER® II STUDY:**
Groundbreaking trial of the Demolizer® II bio-medical waste management and disposal system. As part of our commitment to innovative environmentally-friendly/green practices, we are working with an innovative medical waste management company called BMT Technologies to explore ways their patented waste management technology called the Demolizer® II can be used for EMS. Today this technology is used extensively in the dental and medical group practice industry. It meets all EPA and CDC requirements and is approved for use in 47 states including California and Sonoma County. AMR/Sonoma Life Support and its sister operation in Colorado Springs are the first operations in the world to explore its potential to serve the EMS community.

The Demolizer® II uses a patented treatment process involving dry heat technology similar to kitchen ovens, which renders waste sterile and sharps unrecognizable. According to BMT

Technologies, "it kills every virus and bacteria known to man". This process uses no chemicals and emits nothing to the air. By the end of next year, BMT plans to roll out the world's first truly recyclable bio-hazard program which will turn the safe and sterile treated waste into asphalt for road construction.
The objectives of this program include making our facility safer by eliminating the need to store biomedical waste onsite until pick up, decreasing the volume and ultimately the amount of waste added to landfills, decreasing the air pollution associated with incineration and traditional waste management systems where trucks drive to pick up and dispose of the hazardous waste.

We have began our implementation phase for this trial in October 2008. The first step was to evaluate the technology and logistics in our EMS setting. If the system works well and can be implemented within a financially sustainable budget then we will fully implement it here in our Sonoma Life Support operation and in other AMR systems across the country. Once fully-operational we will evaluate the excess capacity of the system. Our intention is to share any excess capacity with other stakeholders in the system. If the system capacity allows we will invite other EMS providers in Sonoma County to participate in our Greening of Medical Waste program. Ultimately we look forward to the possibility of inviting other parts of the Sonoma County healthcare system such as the needle exchange program to participate.

National Resources

The care of people with injuries and illnesses in our community is the core of our business. Consequently clinical care is the most comprehensive component of our quality management system. As part of the AMR family of companies AMR/Sonoma Life Support has access to and uses a number of sophisticated programs and tools that support our commitment to providing extraordinary clinical care including the Clinical Proficiency And Impact Report, the Clinical, Safety and Education (CSE) Audit, the AMR National Equipment Evaluation Committee (NEET), the AMR Clinical Leadership Council, and the AMR Research Council.

CLINICAL PROFICIENCY AND IMPACT REPORT: We developed this new report to monitor operational proficiency on key clinical skills as well as the impact of therapy on the patients we care for. Since this report is prepared for all AMR operations that capture data electronically with MEDS ePCR or QUICKNET it allows for instant benchmarking with other 9-1-1 EMS operations across the country. The data only includes care provided by our clinicians, skills performed by student interns and first responders are not included.

Part one of this report looks at the success or failure of two key clinical interventions, advanced airway placement and vascular access. Information is provided related to skills proficiency on patients with varying levels of acuity. For airway management it documents oral and nasal intubation attempts/successes and the use of rescue airways like the CombiTube and King Airway. It also documents the use of end tidal CO2 monitor.
For vascular access we monitor peripheral and external jugular IV attempts/successes as well as placement of intraosseous needles.

The acuity section is based on the Rapid Acuity Physiology Score (RAPS) which is a validated scale based on pulse rate, respiratory rate, mean arterial blood pressure (calculated) and Glasgow Coma Scale. RAPS scores range from 0 (very healthy 97% probability of survival) to 16 (very sick 3% probability of survival). Acuity is rated as mild if the RAPS score is 0 or 1 (typically about 50% of EMS patients, moderate if the score is 2-6 (typically about 45% of EMS patients), and severe if the score is 7-16 (about 5% of EMS patients).
The Impact of Care section of this report is one of the first broad based large sample evaluations of the impact of EMS clinical care that's ever been documented. We report on improvement based on changes in the RAPS score for four common groups of patients:

- Sick calls
- Cardiovascular complaints including bleeding, cardiac symptoms, chest pain, CHF pulmonary edema, hypertension, hypotension, and shock,
- Breathing problems including airway obstruction, asthma, breathing problems, COPD, and respiratory distress
- Cardiac arrest

Additionally we also track patients who had an intubation, oral or nasal by an AMR/Sonoma Life Support paramedic. While the RAPS score has been shown to accurately predict survival in the hospital setting, we are unsure if or how it informs actual patient care. We are working with research centers associated with two university medical centers to design research studies on this topic.

This Clinical Proficiency and Impact Report is completed by many of the AMR operations that use the MEDS ePCR program which allows for regular, quick, and easy clinical benchmarking.

CLINICAL, SAFETY AND EDUCATION (CSE) AUDIT: This new internal audit tool is performed once a year. It is designed to provide us with feedback on our compliance with clinical, safety, and educational standards. It helps identify gaps in documentation and activity. Needed improvements will be added to our performance improvement project list. This audit covers many operational and policy areas including clinical. Here are some of the highlights:

- A random review of employee files to assure that training records are up to date, fit testing has been completed with a physician's certificate, vaccinations are up to date, compliance training has been completed, annual safety, workplace violence, and sexual harassment prevention training have been completed.

- Policies are reviewed to ensure that the most current versions are on file. Special attention is paid to clinical and safety policies, like the use of 5 straps to secure patient to stretcher, safe lifting and lowering of patients, use of capnography for patients who have received an advanced airway, leaving PCR copies at the hospital, and more.

- Scripted interviews are completed with key members of the clinical and operational leadership team, field employees, as well as the system Medical Director. Topics include: Process for updating protocols, new hire orientation process results, FTO program review, training documentation, integration of training with CQI process, complaint management, clinical data analysis, protocol compliance, compliance with narcotic management guidelines, use of personal protective equipment, management of medical waste, and more.

NATIONAL EQUIPMENT EVALUATION TEAM (NEET): This team is a consortium of clinicians, operations leaders, AMR senior managers, and purchasing managers that meet monthly to review new clinical equipment. One of the advantages of being part of a large nationwide organization is that equipment makers, researchers, and vendors will offer us the opportunity to see and evaluate new equipment before the rest of the industry. Additionally our multiple operations provide a solid platform for evaluation of innovations. Past initiatives include CPAP, King Airway, Power Pro Cots, oxygen tank lift devices, exhaled carbon monoxide monitors, hemolytic agent bandages and bariatric transportation systems. Currently AMR/Sonoma Life Support is evaluating the Demolizer® II bio-medical waste management system, under the guidance of this committee.

OUR CLINICAL LEADERSHIP COUNCIL: This council brings together clinical leaders from across the country. They meet monthly to review current clinical literature, emerging industry trends, implementation of clinical innovations, Clinical Performance Indicators (CPI) and CSE results, and narcotic management. AMR/Sonoma Life Support has access to this Council for clinical guidance on emerging issues.

AMR RESEARCH COUNCIL: This council is made up of our senior corporate executive team and oversees the clinical research studies that we participate in. They also serve as the key contact point for the research universities we partner with like UCLA and Harvard. Our database, which includes millions of patient records along with our ability to customize our MEDS ePCR system, makes AMR the perfect partner for research institutions looking to advance knowledge about the

practice of pre-hospital emergency medicine. We are currently involved in a state EMS Agency approved trial study on Ondansetron hydrochloride (Zofran) an antiemetic medication used to treat severe nausea and vomiting.

MEDICAL DIRECTOR

The AMR Medical Director will serve as a medical consultant to the Clinical Manager and Operations. The Medical Director also monitors day-to-day activities of the training department to include continuing education programs and the preceptor program as well as advise the Operations Department in regards to field operations and pre-hospital medical care.

The Medical Director will work directly with the Clinical Manager to:

- Periodic chart review
- Assist with training classes
- Provide training oversight for trial studies
- Participate in recommendations into the hiring, discipline, and termination of AMR's emergency medical services personnel
- Participate in remedial education of emergency medical services personnel
- Assist in the design and development of policies and procedures
- Authorize, supervise and approve the purchase of necessary medications for pre-hospital use by AMR in accordance with the full scope of practice.

Training

Our focus on patient-centered care extends to our approach to training, employee development, and quality management. All of our training, development, and CQI efforts begin with an assessment of the needs of our patients and community based on the identified patterns of their injury, illness, or complaint. Our employee training programs are also designed to address these identified needs and ensure our personnel maintain their licenses and other credentials in order to meet or exceed County and State licensing and recertification requirements. We commit to continue our longstanding cooperation with the current EMS Agency continuing education program.

Our quality management system measures our clinical performance and is designed to ensure our patient care is consistent with the high standard of care we have helped create in Sonoma County. Our CQI system is programmed to identify and implement opportunities for improvement, many of which serve as core material for our training program. Our training programs start from the very first day of employment and continues throughout each employee's career. We ensure all our providers are up-to-date with their training and current with their credentials by tracking their certifications using Ninth Brain Suite software described later in this section.

EVOC Training

AMR/Sonoma Life Support has partnered with Santa Rosa Junior College (SRJC) to provide an Emergency Vehicle Operations Course (EVOC). Although initially begun as a way to train our employees, the EVOC course has become a preferred training course for other regional EMS providers. All instructors are certified by the Commission on Police Officer Standards and Training (POST). As part of our commitment to providing the highest caliber training, both AMR/SLS and SRJC have an instructor in each class, lowering our student teacher ratio and yielding a more hands-on experience. The goals of this course are to improve the skills and knowledge of the vehicle operator to reduce the risk of injury to a patient and decrease our impact on the environment. Subjects included in training are driving behavior, professionalism, liability, physical limitations, and "green" driving skills designed to decrease fuel consumption and idling time. There is also a skills development component requiring behind-the-wheel driving exercises, collision avoidance, and controlled vehicle handling. One of the strongest aspects of this course is safety training, which includes both classroom and driving components. No one is allowed to drive without close supervision by an instructor, and driving is limited to a controlled course.

Operators are additionally trained in how to manage their physical limitations including:

- Increased stress
- Tunnel vision
- Judgment errors
- Spatial awareness
- Blind spots
- Overconfidence in abilities
- Speed perception/siren syndrome

EVOC for FTO's is also a requirement for Field Training Officers (FTO) prior to their promotion. The goal of the EVOC for FTO course is to provide the FTO with the knowledge, skills, and abilities necessary to teach and train employees in safe practices with regards to all

areas of emergency vehicle operations.

SAFETY AND RISK TRAINING

Additional Safety training is provided online through Ninth Brain. The subjects of the classes are:

1. Airborne Pathogens
2. Bloodborne Pathogens
3. Hazardous Communications
4. Hazardous Materials
5. Fire Safety

It is mandatory that all employees complete this training annually. Employees are paid for this mandatory training. AMR has a national safety program designed to educate employees by addressing specific safety issues. The program consists of four simple tools used to promote safety and safe practices. Each month there is a different topic or safety point that is selected as the target message. These topics range from proper lifting techniques to proper driving techniques. The four tools used to spread this message are:

1. Framed posters posted at all stations in a conspicuous location.

2. A "What is wrong with this picture?" quiz. This tool consists of 4-5 postcard size pictures that display a scenario or an image of an employee doing something wrong.
These cards are placed in a flip frame and when the frame is flipped over it displays the answers to what is being done wrong.

3. Contact cards – This is a small card that has the monthly safety message on it with several spaces to document employees names. The goal is to have the supervisors approach all employees and share the safety message with them. Once this is complete, the employees name is written on the card.

4. Safety Letter – Each month a safety letter is placed with pay checks. This letter addresses the same safety message and tips as the other tools.

CLINICAL TRAINING

In order to ensure our paramedics and EMTs are proficient and armed with current information on clinical care, we offer classes in our training facility on a regular basis. Our partnership with Santa Rosa Junior College has allowed us to provide regularly scheduled Advanced Cardiac Life Support, Pediatric Advanced Life Support, International Life Support and Cardiopulmonary Resuscitation courses on site for our employees and allied healthcare from local hospitals and medial facilities.
For caregivers who wish more intensive or remedial training, we have clinical agreements with Santa Rosa Memorial Hospital, Sutter Medical Center of Santa Rosa, and Kaiser Permanente for training in such areas as the Emergency Room, Labor and Delivery, and Operating Room. These clinical agreements are in place for clinicians to practice their proficiency in a controlled environment in the presence of a physician.
As a key component of maintaining their proficiency, all SLS paramedics complete the EMS Agency-sponsored skills refresher training bi-annually. A review of new policies, protocols and medications and direct interaction with the county's EMS Medical Director ensure that all of the medics understand the expectations of the agency and Medical Director. This intensive session gives paramedics the opportunity to practice the skills and procedures that are critical to their lifesaving abilities but that they rarely encounter in real-life. As new devices, medications or

procedures are added to the scope of practice of our caregivers, they receive training that prepares them for use in the field.
Whenever possible, we look for opportunities to partner with allied agencies and facilities that allow our teams to cross-train, gain appreciation for the talents and skills possessed by our peers. For example, this year we participated in MCI & Disaster Drills conducted by the Zone 6 and Zone 8 Fire Departments, Santa Rosa Memorial Hospital and
Kaiser Hospital.

Our Field Training Officer Program (FTO) is designed to tap into the talents of our training officers and expand their role within the EMS system.
AMR believes in giving back to our community by educating future paramedics. Our Field Internship Program is set up to facilitate and manage a well-rounded educational experience for paramedic candidates.
Informal personal call reviews give the Clinical and Education staff the opportunity to once again nurture the employee by validating their actions and educating them in areas of difficulty.
All new field employees are required to complete the training program prior to being assigned to an ambulance. Specifically this orientation program includes:

- Emphasizes that customer focus and service are of the highest priority.
- Ensures that employees have a thorough working knowledge of the county EMS system and accompanying policies & protocols.
- Instills within the employee the desire to continually enhance their knowledge and skills in an effort to improve the level of care provided to the citizens of the county.
- Fosters pride in belonging to a quality, learning organization.

Each instructor is chosen for his or her knowledge of clinical, operational, or employee development subject matter. Each lecture or topic precisely describes expected standards, defines a baseline performance, encourages excellence, and identifies unacceptable deviations from the standard. Time is also set aside for employees to ask questions to clarify job performance expectations.

The lectures are reviewed on a regular basis. While the basic goals and objectives remain the same, the instructors utilize current trends within our system to prevent problems before they occur. Our ability to "tailor" courses appropriate for our system allows us to improve the quality of patient care provided in the county by fine tuning new employee competencies.
American Medical Response Orientation Academy creates an environment for a serious-minded work force that establishes personal accountability. They must acknowledge in writing that they have received, and are responsible for, the information in the policy and procedure manuals, SOPs, class material, and handouts. Employees are not cleared to work until they have completed written and skills tests. Once employees have successfully passed orientation, they have been given the basic tools to succeed at AMR and in their respective county.
The classroom orientation curriculum includes comprehensive instruction designed to provide the new employee with the core tools to be a safe, competent and effective AMR employee and pre-hospital practitioner. The content, curriculum, and audiovisual materials have been standardized for consistent course presentation. Candidates from all counties receive the following curriculum:

- Defusing Assaultive Behavior
- Professionalism/Customer Service
- Emergency Vehicle Operation Training
- Hazardous Materials

- Incident Command/SEMS
- Back Safety
- Critical Incident Stress Management
- The Medical Legal Aspects of Pre-hospital Practice
- Documentation
- OSHA Required Injury Illness and Prevention Courses
- Sexual Harassment
- Customer Service
- Patient Billing Process
- HIPAA Compliance Training
- Corporate Compliance/Code of Conduct Training
- Multiple Casualty Incidents
- Union Orientation

Generally instructed by the CES Manager and Field Training Officers, county specific training begins with an overview of the many components of the Coastal Valleys EMS System and discussion about its unique population, cultural and socio-economic diversity. The Sonoma local training academy includes:

- Clinical & Educational Services Policies & Procedures
- Coastal Valleys EMS Policies & Protocols
- AMR Sonoma County Policies & Procedures
- Overview of REDCOM Communications Center
- Safety & Risk Overview (N95 Mask Fit/TB Testing/Hep B Testing)
- ICS 100 Training
- ICS 200 Training
- ICS 700 Training
- AMR Restraint Program Overview
- Critical Care Transport Training
- Driving and Geographic Orientation
- Stryker Gurney Training
- Helicopter operations and utilization
- Coastal Valleys EMS Agency role
- Coastal Valleys EMS System Overview
- Documentation/Billing/Bubble Training
- Scheduling/Payroll Overview
- Fleet Care Overview
- Support Services Overview
- Customer Service/Marketing/Employee Incentive Programs Overview
- ALS Infrequent Skills Review
- BLS Infrequent Skills Review
- Sonoma County Radio System Training
- Sonoma County Mobile Data Computer Training

Following the New Employee Orientation Program, personnel are assigned to a Field Training Officer for additional hands-on instruction and completion of the "Applied Practice" phase of the County EMS Agency EMT-Paramedic Accreditation Program.

Coordination

Overall coordination of the New Employee Orientation Program is the responsibility of the Clinical & Educational Services Department. The CES Manager works with the Operations Manager to determine hiring needs and the scheduling of a New Employee Orientation.
During the Orientation Program the CES Manager ensures completion of the County EMS Agency EMT-P Accreditation Application packet. He/she then forwards these applicants to EMS with a letter notifying the agency as to who is applying for accreditation.
The CES Manager is ultimately responsible for ensuring that all new employees receive training as scheduled. In addition, he/she assists all new employees through their field training with the Field Training Officers.

FIELD ORIENTATION AND EVALUATION PROGRAM

Purpose

The Field Training & Evaluation Program enables experienced personnel to provide appropriate individualized training, coaching, evaluation, and remediation to new employees, as well as, participate in system development and quality improvement. This helps to achieve two important goals. First is to ensure that the new employee has a thorough working knowledge of their duties from patient care to emergency vehicle operations. Finally, to foster a sense of pride that comes from belonging to a progressive and quality-minded organization that meets and exceeds the expectations of emergency medical service and healthcare systems across the country.

The overview, checklists and evaluation paperwork provided in this document are designed to assist the Field Training Officer and the Accreditation Candidate during the field orientation and evaluation phases.

Program Overview

All new employees will complete a training phase with a Field Training Officer. The phases of this training are as follows:

BLS Training:

BLS Phase I During the New Hire process the BLS candidate is assigned as a third person with a Field Training Officer for a minimum of **48 hours** and a maximum of **72 hours**.

BLS Phase 1 Objectives:

- General orientation to AMR Sonoma and the Coastal Valleys EMS system while working in the field setting
- Safely orient and evaluate the new employee to ensure that they can perform independently on critical and non-critical calls
- Vehicle Operations including cleaning, maintenance, checkout/reporting, fueling, vehicle use/driving practices
- Radio communications overview including unit radio, portable radio, pager and cell phone
- Orientation to vehicle stocking/restocking
- Instruction on the use of Personal Protection Equipment (PPE)
- Orientation to Safety practices, AMR Policies and Procedures and CES Policies
- Completion of proper documentation to include PCR distribution, billing forms, Quicnet bubble forms, incident reports, patient signatures, etc.
- Orientation to Code 3 Driving

BLS Phase 2 The BLS candidate will be assigned to a BLS Field Training Officer for a minimum of **90 days**. During this phase, the BLS candidate will be on a 100% PCR review. All calls will be evaluated for compliance with documented standards and local treatment guidelines. If at any point during this phase the FTO and the CES Manager determine that the BLS candidate is not meeting the established standards of care, the

candidate will be referred to the CES Manager, who will review the performance evaluations and determine whether remediation is warranted.

ALS Training:

ALS Phase I During the New Hire process the ALS candidate is assigned as a third person with an ALS Field Training Officer and his/her partner for a minimum of **48 hours** and a maximum of **72 hours**.

ALS Phase 1 Objectives:

- General orientation to AMR Sonoma and Coastal Valleys EMS system while working in the field setting
- Safely orient and evaluate the new employee to ensure that they can perform independently on critical and non-critical calls
- Vehicle Operations including cleaning, maintenance, checkout/reporting, fueling, vehicle use/driving practices
- Radio communications overview including unit radio, portable radio, pager and cell phone
- Orientation to vehicle stocking/restocking
- Instruction on the use of Personal Protection Equipment (PPE)
- Orientation to Safety practices, AMR Policies and Procedures and CES Policies
- Completion of proper documentation to include PCR distribution, billing forms, Quicnet bubble forms, incident reports, patient signatures, etc.

ALS Phase 2 Accreditation/Area Orientation. This phase is meant to evaluate the new ALS employee on their ability to operate on an ALS call (see ALS call criteria below) utilizing the protocols, policies and procedures approved by the Coastal Valleys EMS agency. The ALS candidate is partnered with an ALS Field Training Officer for a minimum of **24 hours** and a maximum of **96 hours**. During this phase, the ALS Candidate will be required to deliver patient care, under the direct supervision of the ALS FTO for a minimum of five (5) ALS contacts. Successful completion of this phase will be evidenced by accreditation in the Coastal Valleys EMS system and successful performance on all ALS contacts.

ALS Call Criteria:

- The call must involve ALS procedures
- The ALS procedures must involve at least one medication administration
- Hospital contact via radio or cellular phone must be made by the candidate in addition to their other patient care responsibilities.

ALS Phase 2 Objectives:

- Local Standard Operating Procedures (SOPs) and System policies
- Adherence to EMS Policies and Protocols will be carefully monitored by the FTO
- Demonstrate clinical competency on a minimum of 5 ALS patient contacts
- Understand how to correctly receive and record call information from dispatch
- Quarters Familiarization, station rules and duties
- Map Utilization
- Area Familiarization

ALS Phase 3 The ALS candidate will be assigned to an ALS Field Training Officer for a minimum of **90 days**. During this phase, the ALS candidate will be on a 100% PCR review. All calls will be evaluated for compliance with documented standards and local treatment guidelines. If at any point during this phase the FTO and the CES Manager determine that the ALS candidate is not meeting the established standards of care, the candidate will be referred to the CES Manager, who will review the performance evaluations and determine whether remediation is warranted.

Documentation Requirements

1. A *Daily Performance Checklist* and a *Daily Observation Report* are completed at the end of every shift. These evaluations should reflect the new employee's ability to "meet standard" on the Paramedic Field Performance Standards.
2. The FTO and the new employee each sign the *Orientation Checklist Summary* when the *Field Orientation Checklist* is complete.
3. At the end of the Field Evaluation period the new employee meets with the CES Manager to review all training documents including:
    - Field Training Log
    - Daily Observation Reports
    - Field Orientation Check List
    - Driving Evaluation Checklist
    - Seat Belt/Intersection Policy
    - CCT Training Checklist (EMTs only)
    - FTO Evaluation

All paperwork listed should be submitted to the CES Manager within 3 days of completing the field orientation and evaluation phases.

Program Oversight and Summary

This program is coordinated by the Clinical and Educational Services staff in conjunction with the Field Training Officers. It is our desire to work with all new employees to facilitate their successful performance in the provision of prehospital medical care. The Clinical and Educational Services Department is committed to work with the County EMS Agency to ensure

that we have a work force that is well prepared to serve the residents of Sonoma County in a manner that optimizes the quality of patient care within the community.

PARAMEDIC FIELD TRAINING OFFICER PROGRAM

The function of the Field Training Officer is to provide pre-hospital staff with the support, information, education, and training necessary to provide high quality pre-hospital care. Recent challenges with managed care and the changing role of allied agencies suggest the need for AMR to be a producer of high quality service, thus requiring aggressive action from Clinical & Educational Services.

The Field Training Officer is a tenured field practitioner who uses their experience and knowledge to individualize training, coaching, evaluation, and/or remediation for new employees with the goal of assuring the trainee is a safe clinical practitioner. As well, the FTO is expected to assure the candidate understands local policy and procedures and adheres to the values of AMR in terms of customer service. Concurrent with mentoring new employees, the FTO will be involved with providing high quality, low cost, consistent education and training for employees of newly acquired companies, producing clinical excellence through cooperation with quality improvement and risk management while commonly integrating new and perhaps vastly different functions.

The FTO may also be involved with coaching, remediation, and/or evaluation of existing employees. The FTO must focus on thorough evaluation of existing employees to determine opportunities for improvement and ensure a high level of patient care and customer satisfaction while demonstrating the values of AMR. The FTO is challenged to communicate opportunities for improvement to the CES Manager. This may include the recommendation of new technology, changes in standard operating policies and procedures, and needed education and training.

The FTO also assists with programs specific to continuing education, new instructor training, system development, and quality improvement. The FTO is expected to function as a resource and a role model for all pre-hospital care providers.

As local needs may differ, the FTO would also be responsible for local duties as specified by the local CES Manager.

The following list represents the primary responsibilities of an FTO. The relative importance of these responsibilities may vary from county to county and is be determined by the CES Manager in concert with the Operations department.

Training - Conduct training programs for new employee candidates, transferring employees, and existing employees by performing the following duties:

- Communicate with the CES department and Operations management team to determine the ongoing need for training as it relates to changes in local policy, procedures, regulations and technologies.
- Formulate teaching outlines and determine instructional methods for individual training, group instruction, lectures, demonstrations, conferences, meetings and workshops.
- Select or develop teaching aids such as handbooks, demonstration models, multimedia visual aids, computer tutorials or reference works.
- Conduct training sessions covering specified areas such as new employee candidate orientation, on-the-job-training or remediation, refresher training, new product or procedure orientation and leadership development.
- If required by the local EMS Agency, provide accreditation training and evaluation.
- Special projects as assigned by the CES Manager.
- Test candidates/employees to measure progress and evaluate the effectiveness of the program.

- Report on the progress of candidates/employees under their guidance during training periods.

Evaluation - Provide feedback on candidate/employee's performance utilizing the following methods:

- Guide and advise the candidate/employee with respect to field care and standard operating procedures making expectations clear from the beginning.
- Identify strengths and weaknesses of the candidate/employee and devise a plan for successful remediation of weak areas.
- Document progress on a day-to-day basis.
- Qualify the candidate/employee for reasonable performance with respect to customer service, operational procedures, vehicle operation, map reading and navigation, radio procedures and paperwork.
- Communicate all findings and concerns to appropriate individuals, most notably, the CES Manager.

Continued Quality Improvement (CQI) will be supported by:

- Confirming performance with new employee candidates during the orientation phase through patient care record auditing, verbal or written contact, field evaluation, and additional communication as needed.
- Identifying additional help required and/or weaknesses that have not been eliminated.
- Assisting with the continued improvement of existing employees, when appropriate, which may include but is not limited to, newsletter contributions, continuing education instruction, assisting with CQI programs, and EMS and company policy update programs.
- Regular attendance at scheduled FTO meetings
- Successful completion of educational programs related to the functions of the position.
- Reporting educational and/or training activities each month to the CES Manager utilizing an approved reporting format.

Supervisory Oversight - The FTO will need to work with and positively impact the performance of the following:

- The FTO should be a mentor and role model for the new employee and be available to answer questions and provide guidance and feedback.
- The FTO will be responsible for coaching, supporting, and mentoring new FTO's, preceptors and other instructors by providing them with the education and training necessary to optimize performance.
- The FTO may supervise and direct field staff in working for improved individual and/or system performance. The FTO may evaluate and recognize the need for individual coaching, counseling, and referral. The FTO will then make recommendations to the CES Manager to solve issues and/or provide information to the Operations staff regarding behavioral issues.
- The FTO may recognize the need in a new or regular employee for Critical Incident Stress Management and should make the appropriate referrals.

<u>Minimum Qualifications:</u>

- Minimum of two (2) years experience as an EMT/Paramedic in Sonoma County

- Field experience must be full-time or regularly scheduled part-time with a minimum of twenty-four (24) hours per week.
- EMT-B certification or EMT-Paramedic license; Coastal Valleys EMS accreditation.
- Basic Cardiac Life Support (BCLS/CPR) certification.
- Advanced Cardiac Life Support (ACLS) certification.
- Pre-Hospital Trauma Life Support (PHTLS) or International Trauma Life Support (ITLS) certification.
- Pediatric Advanced Life Support (PALS) or Pediatric Education for Pre-Hospital Professionals (PEPP) certification.
- Ability to prioritize multiple tasks; work independently and as a team member.
- Ability to employ discretion and confidentiality in sensitive areas.
- Ability to read, interprets, and follows instructions on memos, letters and various documents.
- Regular and predictable attendance.
- Demonstrated ability to solve unusual problems and give articulate direction.
- Teaching and motivational abilities.

Maintenance Requirements

- All licenses, certifications, accreditations and continuing education must remain in good standing, valid and current.
- All documented occurrences of unprofessional behavior, dishonesty or deviation from state, county or company standards during the tenure as an FTO will be subject to review by the CES Manager and may result in suspension or revocation of FTO privileges.
- Successful completion of company sponsored FTO training in areas pertinent to fulfilling job duties.
- Documented regular attendance at FTO meetings (must attend 50% of meetings).
- Maintenance of a detailed monthly activity report of the individual FTO activity to be submitted to the CES office. FTO status may be suspended or revoked if maintenance requirements are not met or activity reports are not submitted on time.
- ALS FTO's must maintain status as a county-approved accreditation evaluator in counties where this is appropriate.
- FTO's must attend all AMR required program updates and will be responsible for that material presented and the changes made to the program.
- Presentation of twelve (12) hours of educational instruction every twelve (12) months as pre-approved by the CES Manager. Educational activity may include but is not limited to:
    - Candidate classroom orientation
    - New equipment training/field testing
    - Driver training
    - Policy and protocol instruction
    - Field Care audit
    - Clinical KPI
    - In-service training
    - Community Education
    - CPR, ACLS, PALS, PEPP, ITLS or PHTLS instruction
    - ALS/BLS Infrequent Skills Training
    - Advanced EMT/Paramedic Partnership Training
    - CES Newsletter development
- Completion of twelve (12) hours of chart auditing annually.

Coordination

CES is focused on developing the clinical practice of field professionals at AMR. Development of the providers craft is accomplished through principles of Continuous Quality Improvement (CQI) and education. CES works closely with and supports the function of local Operations department. CES provides the expertise for evaluating clinical issues and for designing and implementing training programs. Field Training Officers are Operations personnel with CES responsibilities. FTOs answer to the Operations chain of command on operational issues and the CES chain of command for clinical and QI issues.

PARAMEDIC INTERNSHIP PROGRAM

Introduction

American Medical Response provides training to paramedic students from various facilities in the form of a field internship. Paramedics within American Medical Response share their knowledge and experience with others by acting in the role of a paramedic preceptor. This critical phase of training prepares the student to directly apply the knowledge and skills gained in the didactic and clinical phases of their education to the prehospital environment. The internship is designed to allow the student to actively participate in all aspects of prehospital care. Patient care provided by the intern is under the direct supervision of the assigned paramedic preceptor.
The AMR Paramedic Internship Program is designed to provide structure and support for our preceptors, as well as to ensure a successful internship for paramedic students.

Clinical and Education Services Coordinator's Role

CES Manager in the local Operational Areas will be responsible for reviewing Preceptor applications for conformity to the established Preceptor qualification requirements and to obtain approval from the appropriate Operations management staff. CES Manager will update the Preceptor report sent to them by the Internship Office on a quarterly basis.

CES Managers are essential in providing coaching, counseling, mediation with Preceptors and Interns and in encouraging Preceptors to participate in the program. CES Managers may also be involved in providing Preceptor training and Internship Orientations, as well as, a periodic forum for Preceptors to discuss the function and improvement of the program.

Preceptor Qualifications

EMT-P Experience:

- Must currently possess all required licenses, certifications, accreditations, and recognitions
    - EMT-P license
    - CPR
    - County Paramedic Accreditation
    - County Paramedic Preceptor Accreditation
    - ACLS
    - PALS/PEPP
    - PHTLS/ITLS
- A total of two (2) years experience as a full-time paramedic:
    - One (1) year as a full-time paramedic with AMR or a predecessor company.

    - An hour equivalence of 2080 hours may be applicable for Paramedics with greater than one year experience as a part-time employee.
- One (1) year full-time experience in the county where the Paramedic will function as a Preceptor.
    - An hour equivalence of 2080 hours may be applied for Paramedics with greater than one year of part time experience as a part-time employee. This does not apply to full-time employees.
    - Only full time or regularly scheduled part time employees are eligible to Precept.
- AMR Preceptor Training Workshop (eight-hour course)

Teaching Experience:

Preceptors must acquire at least twenty (20) hours of documented teaching experience with adult learners. Teaching experience may be outside of Emergency Medical Services (EMS), including public or private education programs, Scouts or Explorers, or other community service groups. Confirmation of teaching experience may be accepted in the form of Instructor cards/certificates, letters of reference, or rosters. A letter of recommendation from someone familiar with the applicant's abilities, strengths, and/or weaknesses as an instructor will also satisfy this requirement.

Operational Requirements:

Applicants must not have any documented discipline above a documented verbal warning within the past twelve months. This requirement can be waived upon the recommendation of the General Manager.

Preceptor Responsibilities

The paramedic Preceptor is responsible for providing a constructive learning environment for the Intern. They focus on coaching the Intern in application of the skills and protocols required. This will in turn provide optimal patient care in the Prehospital setting. While the Intern is expected to have a baseline level of skills and knowledge, the Preceptor is responsible for providing ongoing direction and feedback to assist in refining those skills and applying the classroom knowledge to the field setting. The Preceptor is an invaluable resource for the Intern in the performance of various skills and in clarifying didactic information as it relates to patient care.

The Preceptor is responsible for compliance with company, county and state policies and procedures, and will orient the Intern to these policies and procedures for the appropriate Operation, county, unit, station, and/or zone. This orientation includes, but is not limited to:

- The roles and responsibilities of the Intern, Partner, and Preceptor during calls
- Company policies and procedures including the Codes of Safe Practice and the use of Personal Protective Equipment (PPE's)
- County policies and patient care protocols

- Proper checkout, restocking, and cleaning of the ambulance which is a cooperative effort by all team members
- Location of supplies and equipment in the unit, the station, and the hospitals
- Safe operation of all equipment
- The base hospitals and other receiving hospitals
- Radio communication procedures for base station reporting
- Documentation of attendance, appearance, behavior, knowledge, skills, performance of patient care, and other activities
- Station rules, as well as, duties that will be performed by all team members
- Notifying the Internship Office and Field Supervisor should the Intern become injured during a shift
- Notifying the Internship Office should the Intern miss a shift

The paramedic Preceptor must also comply with all of the following Program guidelines:

- There must be direct supervision of the Intern at all times when patient care or assessment is performed. The Preceptor is ultimately responsible for any care administered or care documented on the patient care report done by the Intern.
- The Preceptor's role as an educator and evaluator requires that they provide continuous feedback to the Intern regarding their performance, progress, and goals for improvement.
- Daily Performance Records will be completed in a thorough and proper manner following every patient contact, if possible, or at least before the conclusion of the shift.
- Major Performance Evaluations will be completed in a thorough and proper manner following every 120 hours of the Internship.
- The Preceptor is responsible for sending all yellow copies to the Internship Office immediately following the completion of each 120-hour segment of the Internship.
- The Preceptor will comply with the policy for recommending remediation of the Intern, including timely notification to the Internship Office and completion of the Intern Remediation Form. Intern progress reports will be required every 120 hours.
- The Preceptor will notify the Internship Office of any difficulties, concerns or trends of poor performance/deficiencies in a timely manner.
- The Preceptor will notify the Internship Office if any shifts will be missed by the Preceptor or Intern during the Internship. An absence report must be filled out and sent to the Internship Office for every missed shift.

The Preceptor is additionally responsible for providing varied learning experiences for the Intern, including:

- Written or verbal education assignments

- Drills on equipment and/or procedures
- Scenarios, simulations, discussions, case studies, and constructive critiques of calls
- Review of base station radio report tapes (if applicable)
- Follow-up of patients cared for by the Intern; and
- Participation in continuing education and training sessions

At no time will a preceptor or intern engage in a threatening or intimidating manner, including but not limited to: hazing, harassment, bullying or any behavior that would create a hostile work/training environment.

Any educational assignments (i.e., call review, drills, etc.) must be documented on the Daily Performance Records.

Intern Qualifications

The student must meet the following criteria, in order to be eligible to participate in the AMR Paramedic Internship Program.

- Enrollment in a Paramedic Training Program that has a current Paramedic Internship Agreement with AMR.
- Successful completion of the didactic and clinical phases of the paramedic education and training curriculum.
- Completion of the Internship Application and submission of the application to the Training Program with the Internship fee attached, in the form of a cashier's check or money order. After completion of one shift (of any duration), the fee is non-refundable. Should the Intern not be placed in AMR's Internship Program, the fee will be returned to the school.
- Attendance at an Internship Orientation presented by AMR.
- Inclusion of a signed Internship Handout in the Internship Application.

Intern Responsibilities

The intern is responsible for following all applicable policies for the division to which he/she is assigned. In addition, the following requirements shall be adhered to:

- Early arrival for each shift is expected and the Intern must arrive prepared to run calls. Excessive absenteeism will result in termination of the Internship.
- If the Intern is unable to report to the shift, he or she must contact the Internship Office, the Preceptor and Training Program representative 72 hours in advance. In the event of an emergency, this notification should occur as soon as possible. Failure to make the appropriate notification may result in termination from the Internship.
- The Intern will arrive at each shift dressed in the following manner:

- White or dark blue uniform shirt, with training institution patches and
- Dark blue or black uniform pants or
- Polished black leather protective boots in good condition
- Black leather uniform belt
- Dark blue or black uniform jacket, with training institution patches, as needed
- Yellow rain jacket, rain pants, with training institution patches, as needed
- No insignia pins, bars, bugles, departmental patches, logos and badges will be worn during the Internship
- The name tag issued by the Training Program will be worn on the uniform and must be visible at all times
- Interns must comply with the grooming standards of AMR. Interns may not grow beards of any length or type during the Internship. Mustaches must be trimmed at the corner of the mouth.
- Generic "Intern" or Training Program patches may be appropriate as local standards dictate. Interns will not wear any employer identification or EMT patches while in an AMR Internship.
- The Intern will conduct themselves professionally at all times
- Personal equipment such as a stethoscope, hearing protectors, splashguard safety glasses, safety gloves, and helmet are the responsibility of the Intern. If these items are not provided by the Training Program, the Intern must acquire them before the start of the Internship
- The Intern will participate in the critique of calls, including honest self-evaluation and objective and constructive call review
- Daily Performance Records will be completed during the shift
- Educational assignments will be completed by the assigned date
- Participation in company sponsored Critical Incident Stress Management or Debriefing (CISM) sessions, CES or Operations' investigations, and EMS Agency actions may be required with timely notification of the Training Program staff
- Copies of all Daily Performance Records, Major Evaluation forms, and the final Major Evaluation form will be signed by the Intern and Preceptor
- The original white copy (top page) of Daily Performance Records and Major Evaluation forms will be submitted by the Intern to the Training Program, after completion of each 120-hour segment of the Internship
- The Intern is encouraged to keep copies (photocopies, if necessary) of all Daily Performance Records, Major Evaluations, and the Final Major. They should be kept in a binder and remain with the Intern or Preceptor. They should not be left on the unit or in quarters.

- The Intern must complete Patient Care Reports (PCRs) and copies will be sent to the Training Program after obliteration of any identifying information
- PCRs must be copied in a manner that obliterates any information that may potentially identify the patient, such as the patient's name, address, phone number, insurance, etc.
- The Intern will immediately notify their Training Program of any difficulties experienced during the Internship. If an incident occurs which could potentially jeopardize the continuation or success of the Internship, the Intern will also notify the Internship Office immediately.

Intern Scope of Practice

The Intern may practice any skills defined in Title 22 of the California Code of Regulations, §100145, when such skills are approved by the Medical Director of the local EMS agency and are included in the written policies and protocols of the local EMS agency. Some local EMS agencies may not allow paramedic Interns to perform certain skills defined in the paramedic basic or optional scope of practice.

It is the responsibility of the Intern to know the approved scope of practice and the policies and protocols for the county in which they are placed. Interns practice with the direct supervision of a paramedic Preceptor under the authority of the County Medical Director and the AMR Medical Director for that county. Questions regarding policies, protocols and/or patient care issues should be brought to the attention of the Preceptor and the local Internship Office and resolved in a timely manner.

The Preceptor is required to directly supervise the patient care provided by the Intern at all times. While the Intern may perform the actual patient care, the Preceptor remains responsible for the Intern's commissions or omission. At no time is the Preceptor to allow the Intern to perform in a manner that may put themselves, the patient, the ambulance crew, other rescuers or bystanders at risk.

The Intern may complete written documentation of the patient contact (i.e. Patient Care Report (PCR)) in accordance with all policies and procedures, except where it is expressly prohibited by county policy or procedure. The Preceptor should have the Intern complete the reports, coaching the Intern as needed. The Preceptor must ensure complete documentation on every response during which the Intern controls patient care.

Since the PCR is a legal document, the Preceptor remains responsible for the content and legibility of the PCR. The Preceptor must be able to interpret the Intern's PCR, as well as, or better than, PCRs that are written by the Preceptor and must sign the completed PCR.

The Intern will, photocopy the PCR for attachment to their evaluations. The Intern must take appropriate steps to ensure patient confidentiality by blocking out any information that could be used to identify the patient, including name, social security number, insurance information, location of call, time of the call, etc.

Intern Evaluations

The Intern's performance during all aspects of patient assessment and care is evaluated using objective performance standards. The practice of providing written evaluations and verbal discussion to the Intern on every call allows the Preceptor the opportunity to provide immediate feedback and allows the Intern to clarify their expectations.

Timely feedback following each call offers opportunity for the Intern to improve their performance on the next patient contact. Prolonging feedback until the end of the shift minimizes its efficiency and educational value. Reinforcement will be provided to encourage the Intern to repeat desirable performance. Trends will be identified and educational solutions will be developed based upon performance documentation. This eliminates guesswork and minimizes problems with trying to remember the Intern's overall performance.

Documented historical information may be utilized by the Clinical & Educational Services (CES) department and/or the Training Program to develop educational plans to improve paramedic education and the Paramedic Preceptor Program.

FIELD COACHING

The purpose of the Field Coaching Program is to ride with paramedics as they run calls, and evaluate their performance based on a set of performance standards written by paramedics. (Please see attached addendum for the program description.) (See appendix). These evaluations can then be used to ascertain individual and system-wide paramedic performance. The strongest feature of the program, however, is the immediate feedback that paramedics receive about their performance. This feedback supports their practice and offers suggestions to make their performance even better.

There are three different methods for assuring individual and system competency in the field. These include *prospective*, *concurrent*, and *retrospective* strategies. A *prospective* strategy includes preparing the field staff to provide top-notch clinical care through training courses. AMR has committed significant resources to this end of the quality improvement triad.

Concurrent quality improvement includes those programs designed to assess and ensure competency as field providers are actually delivering care. This middle rung on the triad has historically been underutilized and often poorly conceived. For the most part, it has included on-line medical control by physicians, ride-alongs targeted at "problem" paramedics, or partnerships with training officers where new employees can learn the ropes of field practice.

Retrospective quality improvement has long been held as the rosette stone of the triad. This look back at field care has chiefly taken the form of chart audit (with subsequent number crunching) and call review, where potential problems in field care practice are reviewed and, if necessary, remediated.

The problem with utilizing retrospective review to gauge the quality of care being delivered by paramedics is that it gives you a two-dimensional snapshot of calls only. It will tell you much about on-scene times, policy compliance, treatment algorithms, etc., but nearly nothing about the process that goes into making successful field practice. Here are some things chart audits cannot answer:

- What communication strategies are paramedics using to manage patients in the field? Do these strategies seem to be effective for dealing with the broad variety of patient encountered? How are our paramedics getting along with other providers? Bystanders? Family members? Are these populations being included or excluded from calls?

- What methods are paramedics using to immobilize patients' spines? Start IVs? Apply traction splints? Complete assessments? Do these methods or processes that actually define paramedic field practice, meet agreed upon standards?

- How are paramedics managing calls? Are they delegating tasks in a prioritized fashion? Are they recognizing the acuity of patients? Are they reconfirming the efficacy of their interventions? Are they assessing, intervening and reassessing standard clinical behaviors essential for proper field practice?

- What kinds of assessments are paramedics conducting out in the field? Are these assessments leading to appropriate field impressions and treatment plans?

- Do our paramedics have strategies in place for solving problems as they arise on calls? Are they able to critically think their way through these problems? Do they recognize what data they must assemble to solve these problems? Do they understand how to analyze and evaluate this data, and finally, how to synthesize plans to solve them?

- How safe are our paramedics? Are their methods for operating everything from gurneys to IVs and ambulances safe?

- What attitudes do paramedics bring to calls? We know that attitudes directly affect clinical competencies. We must be able to account for, and if necessary, remediate attitudes to ensure that our paramedics are delivering quality care.

Field Coaching can answer these questions. It can tell us a tremendous amount about how paramedics are doing their job. This review of process is a huge missing piece that historically has been filled in with anecdotal meandering by field supervisors who may catch a piece of a call here or there, or by a training officer who can only catch parts of calls (and usually with new employees only) while fulfilling his/her own on-scene and driving duties.

Answering these questions is essential for understanding the quality of care being delivered in the County EMS system.

The County CES Manager will be charged with implementing the Field Coaching Program. It is a job requirement that the CES Manager shall ride with crews throughout the county frequently. It is felt that this contact with the crews is essential if CES Manager are to stay in touch with field staff.

The CES Manager will provide crews with immediate feedback about their performance. The CES Manager will also use this ride-along time to update crews on any new policies, protocols or education issues as identified through chart audits or incident investigations. Initially, the focus of the ride-alongs will be new employees, as this subset of employees have been identified as initially having more field practice issues than experienced employees.

Field Coaching Program ride-alongs will help to insure the quality of care rendered by our paramedics in the field.

INFORMAL PERSONAL CALL REVIEW
"One-on-One Quality Improvement"

Individual time with a CES Manager is time for employees to be listened to and understood. A great performance motivator is created when employees have a chance to feel that they have been understood. Understanding fulfills a basic human need. It affirms and validates self worth.

Sometimes employees just need someone to talk to. At other times an issue arises that needs investigation. The ability to discuss their concerns with a knowledgeable, trustworthy person who has their best interest at heart gives prehospital caregivers the opportunity to put the issue in the right perspective. The result is shared ownership in the proper course of action to succeed in providing quality care. At American Medical Response, we strive to embody these standards so that we are leading by both understanding and example.

The CES Manager plays a strong role in conducting informal call review for the County. They re-enforce the peer driven standards of care while appreciating the constraints and challenges of the field environment.

Informal call review also develops a feedback loop. It is our experience that most of the "real" problems are discovered through this "direct feedback" loop. It is rare when our department is informed of a serious issue that we have not already been made aware via this mechanism.

Being available to the field is necessary for mutual respect and understanding. The time spent nurturing our employees' quality performance is not quantifiable in terms of productivity and measurable files. You cannot computerize it and label it. Despite this, it is a prime motivator and the true "heart" of the quality improvement that occurs within the county.

MEDICAL REVIEW AND COMPLAINT RESOLUTION

As an emergency care provider in the county, American Medical Response has been entrusted with ensuring public welfare. It is therefore incumbent upon us to provide our constituents with assurances that high quality medical care is provided to them. Systematic analyses of the care we give are achieved by a variety of methods which are outlined in this and other programs. They include:

- Complaint Resolution
- Medical Data Collection
- Medical Overview

Incident Review and Complaint Resolution:
Individual medical review requests and complaints come to our department through a variety of sources. All of them require that our department answer the concerns our customers may have regarding our service. Currently, all medical concerns are tracked in a database that reflects disposition and resolution information. The investigation and review of an incident may take place on a company level or in conjunction with the EMS Agency. An established process of event resolution is followed for every incident that occurs. The general timeline for resolution of events is two weeks. However, scheduling conflicts with the paramedics, the EMS Agency staff and management team may affect the time needed to resolve an issue. On very serious cases, we work with the EMS Agency to conduct a call review within 24 to 48 hours. At this time, the process of incident or complaint investigation is as follows:

1. A medical complaint is received and forwarded to the CES Manager. Depending on the nature and severity of the incident, the EMS Agency is notified of the information as well as the plan for investigation and resolution.
2. The CES Manager will investigate the incident for evaluation and resolution. The CES Manager reports the findings of the investigation to the General Manager, and AMR Medical Director. Recommendations are made for resolution. If remediation is required, the CES Manager determines and executes the appropriate plan of action. Resolution of the issue may include the following:

    - Counseling on a policy or procedure
    - Remedial education
    - Performance Improvement Plan
    - Individual field instruction
    - Recommendation for system changes
    - Tracking and Trending for reoccurrence
    - Field Coaching
    - Referral to Operations for disciplinary action
    - Recommendation for scheduling restrictions

3. A written summary of relevant information is reported back to the originator of the complaint, Operations and the EMS Agency. The process is documented in the database, which is used to track resolutions and trend for individual and system enhancement.

The medical review, complaint resolution and remediation system in place in our department helps to keep us responsive to our constituent's needs. This program promotes high quality patient care by increasing communication with our field staff. It provides several mechanisms to help our employees improve their overall standards of care. We believe this element of our department will help to ensure that AMR will continue to provide top notch medical care. Medical review is managed by the CES Manager for the county. Medical review is an opportunity for learning. We understand that we cannot change the events of the call we are reviewing, but we can give the paramedics involved new tools to do the job better. Identifying and solving problems is a reaffirmation of the premise that we educate and develop our employees so they are better prepared to do their job.

- Closed loop individual QI/Remediation process
- Field Review Program
- New employee orientation/education
- EMT and paramedic internships
- FTO training
- Preceptor training
- Supervisor training
- Training calendar

Ninth Brain

NINTH BRAIN SUITE COMPLIANCE AND DATA MANAGEMENT SOFTWARE

We use Ninth Brain Suite (Ninth Brain) web-based software to ensure our employees are always compliant with Coastal Valleys EMS and our own rigorous standards. Our team uses several features of the Ninth Brain web-based platform to support training and education, quality management, complaint and incident tracking, safety, employee satisfaction, and other vital processes. This program was created by EMS professionals to improve EMS organization's ability to:

- Track work related-employee health issues and compliance with safety requirements
- Provide high quality online education to help employees maintain clinical credentials
- Centralize management of incidents, complaints, and unusual occurrences
- Create a performance dashboard to monitor critical data on education, immunization, and more
- Administer employee satisfaction surveys
- Analyze and report on a variety of vital processes involved in running an EMS system
- Communicate vital and time sensitive information to employees
- Track unlimited certifications and licenses against specific continuing education requirements
- Upload customized training programs including text, image, audio, video, and Power Point, that front line personnel can access and complete anytime 24 hours a day 7 days a week
- Create, administer and track online tests for post education retention
- Print certificates of completion for online continuing education courses
- Monitor participation and status with training records and run reports on course activity, course evaluations, course rosters, and compliance with mandatory training
- Notify employees, first responders, supervisors, and administrators of pending and expired certifications/licenses with automated alerts
- Create custom reports

We will use Ninth Brain to enhance the following key areas of our operations:

TRAINING AND EDUCATION – We make Ninth Brain's vast array of more than 100 online continuing education courses available to our employees and our field partners. These courses have been accredited through the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS) and are available 24 hours a day 7 days a week. Additionally we will create our own custom education programs that are specific to Coastal Valleys EMS.

This web-based platform allows us to rapidly make education available to front line clinical staff throughout the operation, test participants on their retention of material at the completion of the online class, print course completion certificates immediately, and store the course credit automatically on an individual provider's education record. This system also notifies the provider and their manager of impending certificate/license expiration using automatic alerts. It also allows us to generate reports automatically.

COMMUNICATIONS – Ninth Brain allows us to post communications for employees and field partners quickly and easily. We will use this feature to provide updated policies, changes in protocols, and other timely information.

INCIDENT MANAGEMENT – The Incident Tracker in Ninth Brain provides a central place for our team to record, track progress on, and analyze the data related to incidents, complaints, and

unusual occurrences. Employees and members of the leadership team can generate incident reports in this secure platform. Our leadership team tracks the progress of incident investigation and resolution.

EMPLOYEE SATISFACTION SURVEYS – Employee satisfaction is a key component of an effective EMS system. It is a key performance indicator for the health of the workforce and the effectiveness of the leadership team as described in the quality management section of this proposal. Ninth Brain allows us to create custom employee satisfaction surveys, deploy surveys, gather feedback, and analyze the results.

SAFETY – We store our health and safety plans and policies on the Ninth Brain website so that they are available to all employees and there is a central place to post updates. We have the ability to use this platform to track employee health events. By entering these events into Ninth Brain and our STARS software we have the ability to automatically complete OSHA 300, 300A and 301 reports, a Sharps Injury Log, and the Sharps Injury Incident record.

ANALYSIS AND REPORTING – Ninth Brain includes a number of standard reports including certification status, expired certifications, incident status summary, sharps injury log, TB status, respirator fit testing, employee immunization status and more.

- Website/discussion board

Reports

- Quarterly Reports

Timeline for implementation

- Steering committee founding meeting January

Exhibit C

Rate Schedule

American Medical Response
Sonoma County Operations
Maximum Allowable Rates
For Emergency Ground Ambulance Services
(effective 7/1/09)

	ALS Rates
Base Rate	$ 1,407.00
Mileage	$ 30.00
Itemized Charges:	
OXYGEN	$ 139.91
AIRWAY/NASAL	$ 20.61
AIRWAY /ORAL	$ 10.29
COLD/HOT PACK	$ 20.16
DEFIB ELECTRODES	$ 77.78
DRESSING - MAJOR	$ 10.29
OB PACK	$ 62.38
GLUCOMETER TEST SUPP	$ 29.39
INTUBATION SUPPLIES	$ 15.46
BURN SHEET	$ 33.26
EKG ELECTRODES	$ 30.71
O2 SUPPLIES/NEBULIZE	$ 20.19
SPLINT EXT DISP	$ 14.43
CERVICAL COLLAR	$ 78.75
SUCTION TUBE	$ 30.91
02 MASK/CANNULA	$ 18.23
STYLETTE, DISPOSABLE	$ 12.11
BLOOD SET	$ 20.61
CO2 DETECTION SUPPLY	$ 30.72
DEFIB/ELECTRODES ADU	$ 77.78
STA BLOCK HEAD IMMOB	$ 15.56
DISPOSABLE SYRINGE	$ 3.07
RESCUE AIRWAY-KING/COMBITUBE	$ 157.43
DISPOSABLE LINEN	$ 2.43
BAG VALVE MASK	$ 78.08
BANDAGES ROLLER	$ 5.24
BANDAGES TRIANGULAR	$ 10.29
BLANKET, DISPOSABLE	$ 20.61
I.V. START PAK	$ 63.28
INFUSION SET 3 WAY A	$ 7.31
INFUSION SET BLOOD Y	$ 37.43
INFUSION SET MICRO	$ 20.79
NEEDLES, ALL	$ 8.07
NON-REBREATHER MASK	$ 11.29
PETROLEUM GAUZE PADS	$ 5.24
RESTRAINTS DISPOSABL	$ 21.07
SPLINT ARM	$ 14.43
SPLINT LEG	$ 14.43
SUCTION CATHETERS	$ 39.39

GLOVES STERILE	$	9.22
MACRODRIP 10 GTT ABB	$	7.37
OXYGEN CANNULA-ADULT	$	18.23
AMIODARONE	$	35.81
ASPIRIN	$	5.25
CETACAINE/HURRACAINE	$	85.57
DOPAMINE	$	46.43
ALBUTEROL NEBULIZER	$	19.26
ATROPINE	$	20.61
DEXTROSE 50%	$	35.24
EPI 1:10,000	$	30.91
GLUCAGON	$	184.27
EPI 1:1000	$	30.91
LASIX	$	30.91
MORPHINE	$	20.61
NARCAN	$	30.91
NITROSPRAY	$	19.93
ADENOSINE	$	85.57
INSTA GLUCOSE	$	37.06
NEOSYNEPHERINE	$	15.91
DEXTROSE 25%	$	22.50
VERSED	$	30.25
ZOFRAN	$	30.91
LIDOCAINE	$	36.05
NORMAL SALINE 1000CC	$	41.18
ATROPINE SULFATE 1MG	$	20.61
BENADRYL PRELD 50MG	$	20.61
ATROVENT	$	20.61
GLUCOMETER USE	$	29.39
PULSE OXIMETRY	$	18.43
EKG MONITOR	$	138.45
CRIC/DECOMPRESSION KIT	$	47.09
STERILE WATER/SALINE IRRIG	$	21.48
ISOL/DECONTAMINATION	$	271.15
NORMAL SALINE 100CC	$	24.63
CPAP	$	225.00
INTRAOSSEOUS NEEDLE	$	236.25
EMERGENCY	$	164.69
NIGHT CHARGE	$	-

Exhibit D

RFP for Emergency Ground Ambulance Services Dated July 2008

Exhibit E

Contractor's Proposal Submitted in Response to RFP

EXHIBIT B

AMENDMENT NUMBER THREE OF AGREEMENT FOR EMERGENCY GROUND AMBULANCE SERVICES IN THE EXCLUSIVE OPERATING AREA BETWEEN COUNTY OF SONOMA AND AMERICAN MEDICAL RESPONSE WEST

On December 31, 2008, the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and American Medical Response West (hereinafter "Contractor") entered into an agreement for emergency ground ambulance service in the exclusive operating area, modified by the parties as modification number one, effective November 9, 2011, and modification number two, effective October 18, 2013 (hereinafter "Agreement").

Pursuant to Section 21.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit C.2 (Rate Schedule) is hereby added to the Agreement. Rates listed in Exhibit C.2 shall be effective beginning July 1, 2019 through June 30, 2020. The parties hereby agree that beginning July 1, 2020, and annually thereafter during the term of this Agreement and any extensions thereto, Contractor may request, and the County shall grant, an annual increase to the ambulance base rate and mileage rate equal to the greater of 1) the published increase over the most recent 12 months in the San Francisco-Oakland-San Jose area's Consumer Price Index for All Urban Consumers (CPI-U) for all items or 2) the published increase over the most recent 12 months in the San Francisco-Oakland-San Jose area's Consumer Price Index for All Urban Consumers (CPI-U) for medical care services, not seasonally adjusted, with a minimum increase of four percent (4.00%) and a maximum increase of five-and-a-half percent (5.50%). The annual increase in the CPI-U and the rate increases shall be calculated by rounding up or down to the closest hundredth of a percent. Any request for an increase under Section 1 of this amendment must be received by the County at least ninety (90) days prior to the effective date of the rate increase.

2. Extension of Agreement.

   By execution of this Amendment Number 3, the parties agree to the extension of the Agreement through June 30, 2022. This Agreement may be further extended upon the mutual consent of the parties for two additional one year extension periods from July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024.

   To the extent possible, any decision regarding possible renewal of this Agreement or any extension thereof shall be made at least 18 months prior to the scheduled termination date so that a new bid process may be conducted on a schedule that will identify the new contractor and allow reasonable time for both outgoing and incoming contractors to plan and execute an orderly transition (transition period).

3. Section 4.2 End Term Equipment Replacement is hereby revised to read as follows:

   4.2. End Term Equipment Replacement. EMS Agency recognizes that Contractor's equipment replacement schedules cannot be made to coincide with EMS Agency's procurement cycles. Contractor may find it difficult to arrange replacement of equipment toward the end of the contract term, unless special arrangements are made through the EMS Agency. To that end, Contractor may request a waiver of equipment replacement requirements during the following periods, provided Contractor can demonstrate a negative fiscal impact and that such waiver shall not compromise Contractor's other performance

requirements set forth herein and shall not jeopardize public health and safety: 1) July 1, 2017 through June 30, 2019; 2) July 1, 2020 through June 30, 2022; and 3) any applicable extension period beginning July 1, 2022 or later.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this 3 day of JUNE, 2019.

CONTRACTOR:

Edward Van Horne, AMR President & CEO
American Medical Response West

May 15 2019
Dated

COUNTY OF SONOMA:
Certificate of Insurance on File and Approved as to Substance:

Barbie Robinson, Director
Department of Health Services

6-3-19
Dated

Approved as to Substance:

Division Director or Designee

6-3-19
Dated

Approved as to Form:

County Counsel

5/22/19
Dated

Exhibit C.2 - Rate Schedule

Procedure Code	Rate – Effective July 1, 2019
1150 - ALS BASE RATE	$2,177.10
1151 - ALS BASE RATE	$2,177.10
1152 - ALS BASE RATE	$2,177.10
1171 - ALS BASE RATE	$2,177.10
1250 - BLS BASE RATE	$1,686.13
15000 - NON MEDICAL TRANSPORT	$263.37
15001 - NON MEDICAL TRANSPORT R/T	$263.37
2150 - ALS MILEAGE	$46.43
2151 - ALS MILEAGE	$46.43
2250 - BLS MILEAGE	$46.43
2251 - BLS MILEAGE	$46.43
25000 - NON MEDICAL TRANSPORT MILEAGE	$11.52
2999 - NON COVERED EXCESS MILEAGE	$46.43
3001 - OXYGEN	$194.07
3002 - AIRWAY/NASAL	$28.58
3003 - AIRWAY /ORAL	$14.27
3004 - COLD/HOT PACK	$27.96
3005 - CRICO/CREST SUPPLIES	$65.32
3006 - DEFIB ELECTRODES	$107.89
3007 - DRESSING - MAJOR	$14.27
3009 - GLUCOMETER TEST SUPP	$40.77
3010 - INTUBATION SUPPLIES	$21.44
3016 - EKG ELECTRODES	$42.60
3017 - O2 SUPPLIES/NEBULIZER	$28.00
3018 - OB PACK	$86.53
3022 - CERVICAL COLLAR	$109.24
3023 - SUCTION TUBE	$42.88
3025 - C02 DETECTION SUPPLY	$42.61
3027 - CERVICAL COLLAR PEDIATRIC	$109.24
3028 - BURN SHEET	$46.13
3031 - CANNULA	$25.28
3032 - STYLETTE, DISPOSABLE	$16.80
3034 - BLOOD SET	$28.58
3037 - DEFIB/ELECTRODES ADULT	$107.89
3038 - DEFIB/ELECTRODES PEDIATRIC	$107.89
3041 - STA BLOCK HEAD IMMOBILIZER	$21.58
3046 - DISPOSABLE SYRINGE	$4.26
3055 - DISPOSABLE LINEN	$3.36

Procedure Code	Rate – Effective July 1, 2019
3061 - BAG VALVE MASK	$108.31
3062 - BANDAGES ROLLER	$7.27
3063 - BANDAGES TRIANGULAR	$14.27
3064 - BLANKET, DISPOSABLE	$28.58
3074 - I.V. START PAK	$87.78
3075 - INFUSION SET 3 WAY ADD A FLOW	$10.14
3076 - INFUSION SET BLOOD SET WITH PU	$51.92
3077 - INFUSION SET MICRO	$28.84
3080 - INTRAOSSEOUS NEEDLE	$327.72
3083 - NASOPHARYNGEAL AIRWAY	$28.58
3085 - NEEDLES, ALL	$11.19
3086 - NON-REBREATHER MASK	$15.66
3090 - PETROLEUM GAUZE PADS	$7.27
3092 - RESTRAINTS DISPOSABLE	$29.23
3096 - SPLINT ARM	$20.02
3097 - SPLINT LEG	$20.02
3101 - SUCTION CATHETERS	$54.65
3148 - NEBULIZER MASK	$28.00
3149 - NEBULIZER MASK-PEDI	$28.00
3151 - SUCTION CATH BIG STICK SSCOR	$54.65
3152 - ENDOTRACHEAL TUBE	$21.44
3153 - ENDOTRACHEAL TUBE W/O CUFF	$21.44
3157 - DEFIB PADS	$107.89
3171 - EXAM GLOVES	$12.78
3172 - EKG ELECTRODES	$42.60
3188 - MACRODRIP 10 GTT ABBOTT	$10.22
3198 - KING AIRWAY/INTUBATION	$218.38
3200 - ASPIRIN	$7.29
4001 - ALBUTEROL NEBULIZER	$26.72
4003 - ATROPINE	$28.58
4007 - DEXTROSE 50%	$48.89
4009 - EPI 1:10,000	$42.88
4010 - GLUCAGON	$255.62
4011 - EPI 1 1000 1MG 1CC	$42.88
4013 - LASIX	$42.88
4014 - LIDOCAINE 200	$50.01
4017 - MORPHINE	$28.58
4018 - NARCAN	$42.88
4019 - NITROSPRAY	$27.64

Procedure Code	Rate – Effective July 1, 2019
4030 - ADENOSINE	$118.70
40450 - DEXTROSE 10%	$62.68
4049 - INSTA GLUCOSE	$51.41
40610 - FENTANYL CITRATE/SUBLIMAZE	$28.58
4066 - STERILE WATER	$29.80
4085 - DEXTROSE 25%	$31.21
4086 - DOPAMINE	$64.40
4093 - LIDOCAINE PRELOAD	$50.01
4095 - NORMAL SALINE 1000CC	$57.12
4096 - NORMAL SALINE 100CC	$34.16
4104 - CETACAINE/HURRACAINE	$118.70
4112 - ATROPINE SULFATE 1MG SYR	$28.58
4113 - ATROPINE SULFATE 5MG SYR-PEDI	$28.58
4114 - BENADRYL PRELD 50MG/1CC	$28.58
4118 - AMIODARONE	$49.68
4130 - ATROVENT	$28.58
4132 - ZOFRAN/ONDANSETRON	$42.88
4523 - NEOSYNEPHRINE	$22.08
4524 - VERSED 10MG	$41.96
4525 - VERSED 2MG	$41.96
5009 - GLUCOMETER USE	$40.77
5027 - PULSE OXIMETRY	$25.57
5029 - EKG MONITOR	$192.06
5029N - EKG MONITOR 12 LEAD	$192.06
5030N - EKG MONITOR	$192.06
5042 - ISOL/DECONTAMINATION	$376.13
5079 - CPAP PROCEDURE/SUPPLIES	$312.11
6040 - EMERGENCY	$228.46
6060 - NIGHT CHARGE	$138.72
6060N - NIGHT CHARGE	$138.72

EXHIBIT C

AMENDMENT NUMBER FOUR TO AGREEMENT FOR EMERGENCY GROUND AMBULANCE SERVICES IN THE EXCLUSIVE OPERATING AREA BETWEEN COUNTY OF SONOMA AND AMERICAN MEDICAL RESPONSE WEST

This Amendment Number Four, dated as of July 1, 2022, 2022 is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and American Medical Response West (hereinafter "Contractor").

R E C I T A L S

WHEREAS, on December 31, 2008, the County and Contractor entered into an agreement for emergency ground ambulance service in the exclusive operating area, modified by the parties as modification number one, effective November 9, 2011, modification number two, effective October 18, 2013, and modification number three, effective July 1, 2019 (hereinafter "Agreement").

WHEREAS, on May 24, 2022, the Sonoma County Board of Supervisors authorized the Director of Health Services to execute a fourth amendment to an agreement with American Medical Response West for emergency ground ambulance services, extending the end date to January 15, 2024 and approving a rate increase, subject to a change in paragraph 1, subsection (e), of the proposed agreement that "County will continue with current implementation of tiered response and the tiered response system will be implemented as soon as possible and at the discretion of the EMS Agency Medical Director."

WHEREAS, the County and Contractor (hereinafter "parties") now desire to enter into this Amendment Number Four for the purpose of extending the emergency ground ambulance services agreement by approximately eighteen months. This Amendment shall take effect immediately upon execution by the parties, except where otherwise indicated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Pursuant to Section 21.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

a. Section 3.2, Extension of Agreement, shall be amended to read as follows:

By execution of this Amendment Number Four, the parties agree to the extension of the Agreement through 11:59:59 PM on January 15, 2024.

b. Section 4.2, End Term Equipment Replacement, shall be amended to read as follows:

EMS Agency recognizes that Contractor's equipment replacement schedules cannot be made to coincide with EMS Agency's procurement cycles. Contractor may find it difficult to arrange replacement of equipment toward the end of the contract term, unless special arrangements are made through the EMS Agency. To that end, Contractor may request a waiver of equipment replacement requirements during the following periods, provided Contractor can demonstrate a negative fiscal impact and that such waiver shall not compromise Contractor's other performance.

c. Exhibit C.4, Rate Schedule, is hereby added to the Agreement. Rates listed in Exhibit C.4 shall become effective beginning July 1, 2022 at 12:00:01 AM through January 15, 2024 at 11:59:59 PM.

d. Section 2.1 B; Rate Inflation Adjustment, shall be amended to read as follows:

The Contractor may request, with no less than 90 days written notice to the County, a rate adjustment for all items on Exhibit C.4 (Rate Schedule), to be effective no earlier than July 1, 2023. The Department of Health Services Director or designee shall have final authority for approval of the request which shall not be unreasonably denied. The rate increase shall be calculated using the greater of:

1) the published increase over the most recent 12 months in the San Francisco-Oakland-San Jose area's Consumer Price Index for All Urban Consumers (CPI-U) for all items; or

2) the published increase over the most recent 12 months in the San Francisco-Oakland-San Jose area's Consumer Price Index for All Urban Consumers (CPI-U) for medical care services, not seasonally adjusted; or

3) a calculation using the greater of the CPI-U described in 1) or 2) above, divided by Contractor's most recent net annual collection rate.

Notwithstanding, any calculation above, the rate increase shall not exceed fifteen percent (15.0%). The annual increase in the CPI-U and the rate increases shall be calculated by rounding up or down to the closest hundredth of a percent. Contractor's written request must include documentation supporting data from CPI-U sources, calculation methodology including documentation supporting net annual collection rate, and a proposed Rate Schedule showing current and requested rates.

e. Section 1.3(J), Establishment of Tiered ALS and BLS Emergency Medical Services, is added to the Agreement, as follows:

To improve system performance, staffing, and financial sustainability, the parties agree to design and implement a tiered BLS and ALS ambulance response system using medical priority dispatch protocols developed by CVEMSA and the CVEMSA EMS Medical Director. County will continue with current implementation of tiered response and the tiered response system will be implemented as soon as possible and at the discretion of the EMS Agency Medical Director.

The parties further agree that to the extent that there may be any provisions in the Agreement that are inconsistent with, or conflict with, the change to the tiered ALS and BLS emergency medical services system shall be deemed automatically modified or deleted to the extent that the provision affects, inhibits, increases costs, adds penalties, or frustrates the purpose and intent of the implementation of the tiered emergency medical services system.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONTRACTOR:

DocuSigned by:
Edward B. Van Horne
C6CE072ED4F94A9...

6/7/2022

Edward B. Van Horne, Chief Operating Officer
American Medical Response West

Dated

COUNTY OF SONOMA:
Approved; Certificates of Insurance on File with County:

DocuSigned by:
Tina Rivera
52C03C2EB5AE407...

6/16/2022

Tina Rivera, Director
Department of Health Services

Dated

Approved as to Form:

Adam Radtke, Deputy
Sonoma County Counsel

June 1, 2022
Dated

Exhibit C.4 - Rate Schedule

Procedure Code Combo	Rate - Effective July 1, 2022
1150 - ALS BASE RATE	$ 2,707.96
1151 - ALS BASE RATE	$ 2,707.96
1152 - ALS BASE RATE	$ 2,707.96
BLS BASE RATE (EMERGENT)	$ 2,707.96
1250 - BLS BASE RATE	$ 2,443.43
15000 - NON MEDICAL TRANSPORT	$ 395.06
15001 - NON MEDICAL TRANSPORT R/T	$ 395.06
1621 - HEALTH CARE PRACTITIONER TIP E	$ 0.02
1622 - BENEFICIARY REFUSES ET3 MODEL	$ 0.02
2150 - ALS MILEAGE	$ 75.33
2151 - ALS MILEAGE	$ 75.33
2250 - BLS MILEAGE	$ 75.33
2251 - BLS MILEAGE	$ 75.33
25000 - NON MEDICAL TRANSPORT MILEAGE	$ 17.28
2999 - NON COVERED EXCESS MILEAGE	$ 75.33
299A - ALS NON COVERED EXCESS MILEAGE	$ 75.33
3001 - OXYGEN	$ 291.11
3002 - AIRWAY/NASAL	$ 42.87
3003 - AIRWAY /ORAL	$ 21.41
3004 - COLD/HOT PACK	$ 41.94
3005 - CRICO/CREST SUPPLIES	$ 97.98
3006 - DEFIB ELECTRODES	$ 161.84
3007 - DRESSING - MAJOR	$ 21.41
3009 - GLUCOMETER TEST SUPP	$ 61.16
3010 - INTUBATION SUPPLIES	$ 32.16
3016 - EKG ELECTRODES	$ 63.90
3017 - O2 SUPPLIES/NEBULIZER	$ 42.00
3018 - OB PACK	$ 129.80
3022 - CERVICAL COLLAR	$ 163.86
3023 - SUCTION TUBE	$ 64.32
3025 - C02 DETECTION SUPPLY	$ 63.92
3027 - CERVICAL COLLAR PEDIATRIC	$ 163.86
3028 - BURN SHEET	$ 69.20
3031 - CANNULA	$ 37.92
3032 - STYLETTE, DISPOSABLE	$ 25.20
3034 - BLOOD SET	$ 42.87
3037 - DEFIB/ELECTRODES ADULT	$ 161.84
3038 - DEFIB/ELECTRODES PEDIATRIC	$ 161.84
3041 - STA BLOCK HEAD IMMOBILIZER	$ 32.37
3046 - DISPOSABLE SYRINGE	$ 6.39
3055 - DISPOSABLE LINEN	$ 5.04
3061 - BAG VALVE MASK	$ 162.47

Procedure Code Combo	Rate - Effective July 1, 2022
3062 - BANDAGES ROLLER	$ 10.91
3063 - BANDAGES TRIANGULAR	$ 21.41
3064 - BLANKET, DISPOSABLE	$ 42.87
3074 - I.V. START PAK	$ 131.67
3075 - INFUSION SET 3 WAY ADD A FLOW	$ 15.21
3076 - INFUSION SET BLOOD SET WITH PU	$ 77.88
3077 - INFUSION SET MICRO	$ 43.26
3080 - INTRAOSSEOUS NEEDLE	$ 491.58
3083 - NASOPHARYNGEAL AIRWAY	$ 42.87
3085 - NEEDLES, ALL	$ 16.79
3086 - NON-REBREATHER MASK	$ 23.49
3090 - PETROLEUM GAUZE PADS	$ 10.91
3092 - RESTRAINTS DISPOSABLE	$ 43.85
3096 - SPLINT ARM	$ 30.03
3097 - SPLINT LEG	$ 30.03
3101 - SUCTION CATHETERS	$ 81.98
3148 - NEBULIZER MASK	$ 42.00
3149 - NEBULIZER MASK-PEDI	$ 42.00
3151 - SUCTION CATH BIG STICK SSCOR	$ 81.98
3152 - ENDOTRACHEAL TUBE	$ 32.16
3153 - ENDOTRACHEAL TUBE W/O CUFF	$ 32.16
3157 - DEFIB PADS	$ 161.84
3171 - EXAM GLOVES	$ 19.17
3172 - EKG ELECTRODES	$ 63.90
3188 - MACRODRIP 10 GTT ABBOTT	$ 15.33
3198 - KING AIRWAY/INTUBATION	$ 327.57
3200 - ASPIRIN	$ 10.94
4001 - ALBUTEROL NEBULIZER	$ 40.08
4003 - ATROPINE	$ 42.87
4007 - DEXTROSE 50%	$ 73.34
4009 - EPI 1:10,000	$ 64.32
4010 - GLUCAGON	$ 383.43
4011 - EPI 1 1000 1MG 1CC	$ 64.32
4013 - LASIX	$ 64.32
4014 - LIDOCAINE 200	$ 75.02
4017 - MORPHINE	$ 42.87
4018 - NARCAN	$ 64.32
4019 - NITROSPRAY	$ 41.46
4030 - ADENOSINE	$ 178.05
40450 - DEXTROSE 10%	$ 94.02
4049 - INSTA GLUCOSE	$ 77.12
40610 - FENTANYL CITRATE/SUBLIMAZE	$ 42.87
4066 - STERILE WATER	$ 44.70
4085 - DEXTROSE 25%	$ 46.82

Procedure Code Combo	Rate - Effective July 1, 2022
4086 - DOPAMINE	$ 96.60
4093 - LIDOCAINE PRELOAD	$ 75.02
4095 - NORMAL SALINE 1000CC	$ 85.68
4096 - NORMAL SALINE 100CC	$ 51.24
4104 - CETACAINE/HURRACAINE	$ 178.05
4112 - ATROPINE SULFATE 1MG SYR	$ 42.87
4113 - ATROPINE SULFATE 5MG SYR-PEDI	$ 42.87
4114 - BENADRYL PRELD 50MG/1CC	$ 42.87
4118 - AMIODARONE	$ 74.52
4130 - ATROVENT	$ 42.87
4132 - ZOFRAN/ONDANSETRON	$ 64.32
4523 - NEOSYNEPHRINE	$ 33.12
4524 - VERSED 10MG	$ 62.94
4525 - VERSED 2MG	$ 62.94
5009 - GLUCOMETER USE	$ 61.16
5027 - PULSE OXIMETRY	$ 38.36
5029 - EKG MONITOR	$ 288.09
5029N - EKG MONITOR 12 LEAD	$ 288.09
5030N - EKG MONITOR	$ 288.09
5042 - ISOL/DECONTAMINATION	$ 564.20
5079 - CPAP PROCEDURE/SUPPLIES	$ 468.17
6040 - EMERGENCY	$ 342.69
6060 - NIGHT CHARGE	$ 208.08
6060N - NIGHT CHARGE	$ 208.08
6072 - ALS DRY RUN	$ 177.30
6073 - BLS DRY RUN	$ 177.30

EXHIBIT D

sonoma county
DEPARTMENT OF HEALTH SERVICES
Tina Rivera – Director

March 8, 2023

Sean Russell
Region President
American Medical Response
930 South A Street
Santa Rosa, CA 95404
sean.russell@gmr.net

RE: Notice of Breach of the Fourth Amended Agreement for Emergency Ground Ambulance Services in Exclusive Operating Area #1

Dear Mr. Russell:

On October 14, 2022, the Department of Health Services (DHS) received your letter that unilaterally asserted that the Agreement for Emergency Ground Ambulance Services in Exclusive Operating Area #1 Between County of Sonoma and American Medical Response West dated December 31, 2008, as amended from time-to-time (collectively, "Agreement"), ended on June 30, 2020 (the Notice Letter). On November 18, 2022, DHS responded to that letter rejecting AMR's proposition and reminding you that failure to comply with the terms of the Agreement puts Sonoma County residents at risk and constitutes a breach of the Agreement. Though the parties have engaged in discussions and a mediation, AMR has continued to ignore material obligations under the Agreement. Due to multiple and un-remediated failures to correct ongoing breaches, AMR has left DHS no choice but to issue this Notice of Breach pursuant to Paragraph 10 of the Agreement.

AMR's repeated assertion that it has no agreement with the County has introduced instability into Sonoma County's EMS System that negatively impacts Sonoma County residents. The importance of ensuring that Sonoma County residents will retain consistent, high-quality ambulance services throughout the term of the Agreement cannot be overstated. DHS is not willing to continue the contractual arrangement with AMR based only on AMR's assurances that it "intends" to remain in the County. As it stands, AMR is enjoying all of the fruits of the Agreement by operating in and billing for services provided while asserting that "all of the terms of the Agreement, including, but not limited to first responder fees and *performance requirements* have ceased." Notice Letter, p. 1 (emphasis added). Sonoma County residents deserve – and DHS demands – more than that. AMR must abide by the terms of the Agreement. No reasonable county would stand by while its EMS contractor openly refused to comply with its performance requirements.

Further, AMR's non-compliance with the Agreement's response time reporting requirements has undermined DHS's ability to assess AMR's performance and to ensure the health and safety of Sonoma County residents. For six months, AMR has refused to submit required compliance reports. Agreement, Sec. 1.6.E–F. Response time reports for September, October, November, and December 2022 and January 2023 were not submitted within thirty days after the end of each month. AMR has also failed to pay penalties for the same months, during which time AMR has incurred significant penalties, which can only be accurately accounted for once full compliance reports are provided.

Non-compliance with timely reporting requirements is particularly concerning because of AMR's performance in August 2022, the last month for which AMR submitted full compliance reports. In August 2022, AMR incurred its highest ever response time penalty, incurring over $180,000. AMR was outside of the response time requirements in three out of its six EMS zones. Though AMR has assured DHS informally that performance has materially improved and provided partial, remote access to some data, this is no substitute for timely meeting reporting requirements. These reports are essential to enable the County to ensure its residents are receiving

timely and high-quality emergency transportation. Even to the extent AMR immediately submits all past-due reports, Sonoma County residents have been irreparably harmed because AMR has undermined the County's ability to assess its performance and take necessary remedial actions in real time.

Further, AMR is not adequately staffing to ensure that ambulances are available when Sonoma County residents need them. We are aware of dozens of instances in which AMR hits "Level Zero" (*i.e.,* has no ambulances available for dispatch) per month, which breaches Section 6.4 of the Agreement.

AMR has also repeatedly refused to comply with financial audit requirements as required by Section 1.6 of the Agreement. AMR has repeatedly refused to submit Q1 (July–September, 2022) and Q2 (October–December, 2022) Quarterly Financials in response to DHS audit requests, in violation of Section 1.6.G of the Agreement. These audits provide DHS with insight into AMR's financial position, which is critical for anticipating future lapses in service availability.

Finally, AMR has refused to pay any first responder fees, in violation of Section 2.4 of the Agreement.

The above breaches must be immediately cured. Pursuant to Section 10.2 of the Agreement, AMR has 30 days to take appropriate remedial action to correct the deficiencies. EMS staff will attempt in good faith and with all reasonable effort to resolve these allegations with AMR.

Sincerely,

Tina Rivera
Director, Department of Health Services

cc:
VIA EMAIL:
Pamela Johnston, Foley & Lardner, LLP, pjohnston@foley.com
Law Department AMR, c/o Walt Landen, Deputy General Counsel, walt.landen@gmr.net
KT McNulty, AMR Regional Director, kt.mcnulty@gmr.net
Nicole Henricksen, AMR Vice President, nicole.henricksen@gmr.net
Tina Rivera, Director, Department of Health Services, tina.rivera@sonoma-county.org
Adam Radtke, Esq., Deputy County Counsel, adam.radtke@sonoma-county.org
Tashawn Sanders, Deputy County Counsel, tashawn.sanders@sonoma-county.org
Jordan Kearney, Hooper Lundy & Bookman, LLP, jkearney@hooperlundy.com

VIA CERTIFIED U.S. MAIL:
General Manager
American Medical Response West
930 South A Street
Santa Rosa, CA 95404

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111

EXHIBIT E

April 7, 2023

Sean Russell
Region President
American Medical Response
930 South A Street
Santa Rosa, CA 95404
sean.russell@gmr.net

RE: Notice of Breach of the Fourth Amended Agreement for Emergency Ground Ambulance Services in Exclusive Operating Area #1 – Follow Up

Dear Mr. Russell:

On March 27, 2023 the Department of Health Services (DHS) received your letter in response to the Notice of Breach (Notice) that DHS sent to you on March 8, 2023. The Notice informed AMR of the steps it would need to take to cure its breaches of the Agreement for Emergency Ground Ambulance Services in Exclusive Operating Area #1 Between County of Sonoma (the County) and American Medical Response (AMR) West dated December 31, 2008, as amended from time-to-time (Agreement). Per Section 10.2 of the Agreement, AMR has 30 days from March 8, 2023 to take appropriate remedial action to correct the deficiencies identified in the Notice.

As detailed below, AMR remains in breach of the Agreement. AMR must pay all overdue penalties, including compliance penalties of $205,950, penalties for failure to submit requested complete compliance reports of $12,500, and penalties for failure to submit requested financial audit data of $5,000. DHS's primary concern is AMR's ongoing insufficient compliance with the performance standards under the Agreement, which appears to be persistent over the entirety of the contract term. What we want is the best service for our residents. Therefore, as part of its efforts to cure breaches relating to performance standards, AMR may submit a Corrective Action Plan detailing how it will ensure compliance with its obligations under the Agreement, including response times and Level 0 compliance. DHS will accept AMR's response to this letter on or before April 14, 2023.

I. Penalties

AMR has refused to pay penalties for September, October, November, and December of 2022 and January and February of 2023, which total $205,950. Your assertion that there is any ambiguity about the amount due for the penalties is without merit. AMR calculates its own penalties through the compliance reports and submits the penalty amount to the County. The practice between AMR and the County has been for AMR to pay these penalties within 30 days of submitting its compliance report for the applicable period, so all owed penalties are late. AMR cannot assert its own delay in submitting complete compliance reports as a defense for failing to submit penalties.[1] AMR will

[1] After receiving notice that a Notice of Breach was forthcoming, AMR provided compliance documents for September, October, November, and December of 2022, and January of 2023, after close of business on March 7, 2023. This response was insufficient for the reasons stated in this letter.

remain in breach as long as the penalties are outstanding, and the other issues discussed in this letter are unresolved.

AMR did not provide complete compliance reports for September, October, November, and December of 2022, and January of 2023 in a timely manner per Section 1.6.F., so payment of penalties was also late. This triggers Section 6.7.C., subjecting AMR to pay damages in the amount of $2,500 per incident when it fails to produce requested information due to its own refusal or delay. This accounts for, at a minimum, an additional $12,500 penalty, which must be paid.

II. Financial Reports and Audits

AMR's financial audit submissions as required under Section 1.6 are untimely. AMR has not submitted its Q4 2022 report as of the date of this letter. AMR intentionally refused to submit its Q3 2022 report to the County's financial personnel, despite requests made by County financial personnel on November 1, 2022 and November 4, 2022.[2] AMR did not provide documents required in the Q3 report until March 7, 2023.[3] Furthermore, AMR's submission for Q3 is not in accord with Section 1.6.G. because the documents that AMR submitted do not include data broken out on a monthly basis.

Because AMR failed to produce requested information due to its own refusal or delay, Section 6.7.C. of the Agreement applies, which makes AMR liable for damages in the amount of $2,500 per incident when AMR fails to produce requested information due to its own refusal or delay. This accounts for, at a minimum, an additional $5,000 penalty, which must be paid.

III. Performance Standards

AMR's performance is contrary to what AMR promised by signing the Agreement. Section 6.1.A. states that "[t]his Agreement requires the highest levels of performance…[m]ere demonstration of effort, even diligent and well intentioned effort by [AMR], shall not substitute for performance results required…"

AMR's tactics to achieve technical compliance without achieving the purpose of the contract – providing ambulance services at a level DHS requires – are unacceptable. Indeed, the Agreement provides that a major breach occurs where there are "[m]ultiple or un-remediated failures to correct any Minor Breach within a reasonable period of time" (Section 10.1.E.) and there is a "[f]ailure of the contractor to operate services in a manner which enables the EMS Agency and Contractor to remain in substantial compliance with the requirements of applicable federal, state and local laws, rules and regulations" (Section 10.1.A.).

AMR continues to rack up minute penalties and Level 0 penalties every month. Per AMR's own calculations, AMR has incurred the following monthly penalties for these performance issues during the current contract term:

- July 2022: $29,750
- August 2022: $179,500
- September 2022: $32,150
- October 2022: $31,900

[2] Upon request, DHS can provide correspondence in which AMR refuses to provide this information, and instead provides AMR's October 14, 2022 letter asserting it has no contract with the County.

[3] The March 7, 2023 communication was not directed to the County's financial personnel, which is the usual practice.

- November 2022: $54,900
- December 2022: $41,150
- January 2023: $23,750
- February 2023: $22,100

Penalties are no replacement for sufficient service. Sonoma County residents deserve better.

These issues are ongoing. Curing the breaches requires significant improvement. To provide assurances that you are on that path, you should provide and implement a Corrective Action Plan that demonstrates how you can achieve improved compliance to provide the required level of service.

DHS is concerned that AMR will continue to face challenges meeting its expectations as to the level of service provided. DHS can only proceed under this Agreement if AMR submits and implements a Corrective Action Plan that provides DHS assurance that AMR will provide the highest quality emergency medical services within Sonoma County, in addition to curing its breaches and refraining from breaching any other terms or conditions of the Agreement.

DHS reserves its rights in law and in equity and to raise any additional applicable sections of the Agreement.

Sincerely,

Tina Rivera
Director, Department of Health Services

cc:
VIA EMAIL:
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PROOF OF SERVICE

Sonoma County v. AMR Contractual Dispute
Sonoma County Sup. Ct., Case No. SCV-272948

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 1875 Century Park East, Suite 1600, Los Angeles, CA 90067.

On June 8, 2023, I served true copies of the following document(s) described as **COUNTY OF SONOMA'S CROSS-COMPLAINT** on the interested parties in this action as follows:

Pamela L. Johnston — *Attorneys for American Medical Response West*
F. Phillip Hosp V
Troy Tessem
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BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Hooper, Lundy & Bookman, P.C. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 8, 2023, at Los Angeles, California.

Griselda Rodriguez

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