SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE

AGREEMENT FOR FIRST RESPONSE ADVANCED LIFE SUPPORT (ALS) NON-TRANSPORT SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of _____, ____, by and between the Solano Emergency Medical Services Cooperative , a Joint Powers Authority (hereinafter referred to as "SEMSC"), and the City of _____, on behalf of the participating Fire Department (herein referred to as "Department")..

R E C I T A L S

WHEREAS, Solano County is authorized by law to develop an emergency medical services system and has designated the Department of Health and Social Services, Division of Public Health as its Emergency Medical Services Agency (hereinafter "EMS") pursuant to the Emergency Medical Services and Prehospital Care Personnel Act (Health & Safety Code § 1797 et seq); and

WHEREAS, SEMSC has been designated by the Solano County Board of Supervisors as the local Emergency Medical Services Agency for Solano County and is authorized by California law to oversee and regulate the Solano County emergency medical services system; and

WHEREAS, ALS Service Providers are required by law to have a written agreement with the Local EMS Agency (LEMSA) for authorization to be an ALS Provider in accordance with California Code Title XXII, Div 9, Paramedic Regulations, and;

WHEREAS, this Agreement is the vehicle utilized by the SEMSC to fulfill said regulatory requirement for providers of First Response Advanced Life Support (ALS); and

WHEREAS, the Department desires to provide such services according to the terms and conditions of this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1.0 DEFINITIONS

1.1 At Scene

"At Scene" is defined as the time when a unit is physically at the scene and staff notifies dispatch. If the unit responds to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents or non-secured scenes), arrival at scene will be the time of arrival at the designated staging location.

1.2 Operating Areas

The "Operating Areas" for each Department is the territory for which the Department has a primary response obligation and which is identified in map(s) provided to the SEMSC as part of the process to be approved as an ALS provider in accordance with EMS Agency policy.

1.3 Mutual Aid

"Mutual Aid" is a request for immediate response to a major incident which has overwhelmed or exceeded the resources of another provider or agency.

1.4 Response Times

"Response Times" are measured from the time of alert of the fully ALS-equipped apparatus, engine company or other designated fire unit to the arrival of said unit at the scene of the incident.

2.0 SERVICE

2.1 Scope of Services

SEMSC hereby engages Department to perform services enumerated in this Agreement and all exhibits attached thereto.

2.2 In general, Department shall:

2.2.1 Provide 100% coverage twenty four (24) hours a day, three hundred sixty five (365) days a year with ALS First Response unit in Department's jurisdiction.

(a) The SEMSC may authorize a Department to provide ALS coverage at less than twenty four (24) hours a day, seven (7) days per week, provided the SEMSC obtains from the Department's governing Board affirmation to provide services in this fashion.

(b) Department currently providing ALS Services less than twenty four (24) hours per day, seven (7) days per week prior to implementation of this Agreement will have ninety (90) days to fulfill the above requirement.

2.2.2 Respond to all requests for medical aid or assistance within their respective operating area jurisdiction as described in maps supplied per section 1.2.

2.2.3 Participate in the development of value-added services as may be needed to maintain the fiscal and service viability of SEMSC.

2.3 Permits and Licenses

At its sole cost, Department shall obtain all necessary permits and licenses required to initiate and render services under this agreement.

2.4 Deployment Plan
Department shall submit to SEMSC for review, at least fifteen (15) days prior to implementation, Department's plan, or updated plan should a plan already be on file with the EMS Agency, detailing deployment methods and unit levels to provide coverage within their respective operating areas.

3.0 PERSONNEL

3.1 Each fire apparatus or other response vehicle used for ALS First Response must be staffed with at least one (1) licensed and locally accredited Emergency Medical Technician – Paramedic (EMT-P).

3.2 Exemptions from minimum staffing levels:

3.2.1 During a locally declared disaster (as defined in SEMSC guidelines and/or the Department's Emergency Plan), Department will be exempt from providing Advanced Life Support/Paramedic level staffing if paramedic level personnel resources are exhausted or Department is unable to recall such personnel in a timely manner.

3.2.2 Department will be exempt during special event and stand-by coverage utilizing a dedicated unit when such alternate level of service is acceptable to the special event/standby coordinator and Department has received prior written approval from SEMSC.

3.3 Department must schedule orientation for all EMT-P personnel to the Solano County EMS System within the first week of employment. This orientation is subject to review and approval by EMS and must be consistent with EMS policy.

3.4 Department's personnel must acquire and maintain appropriate licenses, certifications and accreditations necessary to perform their duties. Department shall provide a listing of its personnel and licenses, certification and accreditation information to EMS. Department shall update the listing upon each change of EMT-P personnel, or annually, whichever occurs first.

3.5 SEMSC may demand the temporary removal of any person who is determined by the EMS Agency to be chronically incompetent or negligent from patient care or quality improvement responsibilities. This action will be temporary and subject to a final determination by the State EMS Authority in the matters of paramedic licensure or an Investigative Review Panel in matters affecting EMT personnel.

Such persons must not be reassigned by Department for delivery of EMS services without the prior written consent of SEMSC, but may continue to be used by the Department in other first responder duties, including the support of EMS personnel providing patient care. SEMSC must provide written documentation citing the specific reasons for exercising such rights relative to any given employee. The affected employee has the opportunity to appeal such removal to the SEMSC's Medical Director. The Department must ensure that only qualified and competent personnel are assigned direct patient care responsibilities.

3.6 SEMSC shall adhere to all applicable laws, rules and regulations pertaining to disciplinary review and accreditation of personnel.

3.7 Department shall ensure that the clinical performance of their personnel is conducted in a manner consistent with the medical control authority and policies and procedures established by the SEMSC Medical Director.

3.8 The SEMSC Medical Director, with the concurrence of the SEMSC Board, may recommend rest standards for extended shifts and standards governing back-to-back shifts and mandatory overtime as necessary to protect patients from errors caused by exhaustion of field personnel. If such standards are developed by state regulation, such standards will automatically be accepted by both SEMSC and the Department.

3.9 Department shall ensure that their personnel know their operating area and are aware of applicable response time requirements for each area.

4.0 TERM OF PERFORMANCE

4.1 This agreement will commence at 00:01 hours beginning _____, ____ and be valid for the duration of the Solano County Master Agreement for Advanced Life Support Ambulance Services, and will expire at 00:01 hours on May 1, 2015.

4.1.1 Contract Extension
Notwithstanding paragraph __. of Exhibit ___, and unless terminated by either party prior to _____, this Agreement will be automatically extended for a period of ninety (90) days to allow for continuation of services and sufficient time to complete a novation or renewal contract.

5.0 TERMINATION AND SUSPENSION

5.1 Termination with Notice
5.1.1 A Department may withdraw from this Agreement without cause by providing a ninety (90) day written notice to the SEMSC.

5.2 Termination For Cause
Either party may terminate this Agreement at any time for cause for substantial breach of provisions endangering public health and safety.

5.3 Termination by SEMSC for Major Breach

5.3.1 Department's failure to operate its emergency medical services program in a manner which enables SEMSC and Department to remain in substantial compliance with the requirements of federal, state and local laws, rules and regulations;

5.3.2 Chronic or persistent failure of Department's employees to conduct themselves in a professional and courteous manner where Department fails to take reasonable remedial action;

5.3.3 Department's failure to substantially and consistently meet or exceed the clinical performance standards required herein;

5.3.4 Department's failure to participate in the Quality Assurance/Quality Improvement Program of EMS, including, but not limited to, investigation of incidents and implementation of corrective action;

5.3.5 Department's failure to maintain equipment or vehicles in accordance with good maintenance practices;

5.3.6 Department's chronic or persistent failure to correct any minor breach;

5.3.7 Department's failure to cooperate and assist SEMSC in the investigation or correction or any minor or major breach; or

5.3.8 Any other willful act or omission by the Department that endangers public health or safety.

5.4 SEMSC Responsibilities

In the event of termination, SEMSC must comply with all laws respecting reduction or termination of prehospital medical services.

5.5 Minor Breach

5.5.1 Minor infractions of federal, state or local laws and regulations will constitute a minor breach of this Agreement.

5.5.2 Non-compliance with EMS Agency Policy & Procedures or provisions of the Agreement will constitute a minor breach of this agreement

5.5.2.1 The EMS Agency shall provide the Department with timely written notice of any minor breach and the right to cure such breach within 30 days after such notice. The failure to correct minor breaches for which the Department has received written notice and an opportunity to cure on more than three (3) occasions within a twelve (12) month period will constitute cause for termination of this contract.

5.5.2.2 The EMS Agency may suspend the ALS Agreement with the Department for cause in lieu of determining major breach. Under suspension the Department is prohibited from providing ALS services. Any suspension issued by the EMS Agency may be appealed as described in Section 10.2 of this agreement.

6.0 DECLARATION OF MAJOR BREACH AND TERMINATION OF AGREEMENT

6.1 If SEMSC determines that a major breach has occurred that endangers public health and safety, SEMSC may terminate this Agreement. If in SEMSC's opinion a major breach has occurred that the Department is capable of curing, SEMSC may provide Department a reasonable period of time to cure such deficiency.

6.2 Department will be given an opportunity to dispute and/or appeal the termination in accordance with Section III of Exhibit C at which time the Department may explain why this Agreement should not be terminated, however delay of termination shall be at the sole discretion of the SEMSC.

7.0 FEES

Department shall not charge a patient a fee for service except for ALS supplies used on a patient which are not replaced by exchange with an ALS Transport provider or a hospital. Nothing in this agreement precludes the Department from charging for non-treatment emergency response services (e.g., HAZMAT, confined space rescue, extrication, DUI).

8.0 INSURANCE

8.1 Except Workers Compensation, all insurance policies of the Department relevant to their ALS First Response Program must name SEMSC, its officers, agents and employees, including EMS staff, and the EMS Medical Director, individually and collectively, as additional insured.

8.2 Coverage for additional insured will apply as primary insurance and any other insurance, or self-insurance, maintained by SEMSC, its officers, agents, employees, including EMS staff and the EMS Medical Director(s), will be excess and will not contribute to insurance provided under Department's policies.

9.0 PERFORMANCE SECURITY

There shall be no requirement of the Department by SEMSC for a Performance Security.

10.0 CONTRACT ADMINISTRATION AND MONITORING

10.1 Quarterly payments as outlined in the Public Private Partnership Agreement are to be paid to the Department in accordance with the provisions outlined in said agreement.

10.1.1 EMS Agency will calculate payment due to Department and forward associated data and invoice form electronically to Department

10.1.2 Department will complete and return signed invoice form to EMS Agency requesting payment.

10.1.3 EMS Agency will maintain records and forward request for payment to Solano County Auditor Controller.

10.2 SEMSC shall utilize a multi-layered system to enforce the terms and conditions of this Agreement. The Department shall assume the initial role by ensuring that its personnel and equipment comply with the terms of this Agreement at all times.

10.3 The appeals procedure shall be as set forth in Exhibit C to this Agreement.

11.0 GENERAL PROVISIONS

11.1 NOTICE

Any notice necessary in the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

Solano County Emergency Medical Services
275 Beck Ave., MS 5-240
Fairfield, CA 94533-6804

Add Contact Person and Address for the Department

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

11.2 EXHIBITS

11.2.1 All exhibits referred to in this Agreement are incorporated herein by reference as though fully set forth.

11.2.2 This Agreement includes the following Exhibits:

Exhibit A: Operations
Exhibit B: Disaster Response/Training
Exhibit C: Appeal Policy and Procedure
Exhibit D: EMS Policy and Procedure Manual
Exhibit E: Physician Liaison Agreement

11.2.3 This Agreement may be amended by the addition or deletion of Exhibits as mutually agreed by the SEMSC and the Department.

11.3 Limitations of Liability

11.3.1 In no event will a party to this Agreement be liable to the other party for any reason whatsoever in an amount exceeding four million dollars ($4,000,000.), in the aggregate concerning all claims or causes of action arising from or in any way related to this Agreement.

11.3.2 The foregoing does not limit the liability of either party to the extent that such party is fully indemnified or otherwise made whole pursuant to insurance policies required by this Agreement

11.4 Severability

If any of the provisions of this Agreement are declared invalid, such provisions will be severed from this Agreement and the other provisions will remain in full force and effect. The Department and SEMSC will negotiate successor provisions which will lawfully fulfill the intent of the severed provisions.

11.5 Indemnification by Department

11.5.1 Department shall indemnify and hold harmless SEMSC and their employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Department, its employees or agents.

11.5.2 Department shall indemnify SEMSC against any claims arising from licensed programs or licensed materials furnished by Department which infringe a U.S. patent, copyright, or other proprietary right of a third party.

11.6 Indemnification by SEMSC

11.6.1 SEMSC shall indemnify and hold harmless Department and their employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of SEMSC, its employees or agents.

11.7 Compliance with Law

11.7.1 The Department shall comply with all federal, state and local laws and regulations applicable to its performance as ALS First Responders, including EMS Policies and Procedures.

11.7.2 The Department shall obtain and maintain in current order copies of the Solano County EMS Agency Policy and Procedures Manual and Special Memoranda from the EMS Agency.

11.8 Inspection

11.8.1 Authorized representatives of SEMSC, the state, and the federal government may inspect and audit Department performance, place of business and records pertaining to this Agreement.

11.8.2 At any time during normal business hours, and as often as SEMSC deems necessary, representatives from SEMSC, including EMS representatives and the EMS Medical Director(s), may directly observe Department operations as it relates to the provision of ALS First Response.

11.8.3 The Department shall make provisions so that an SEMSC representative, including EMS representatives and the EMS Medical Director(s), may, at any time, "accompany" a responding Department unit to a medical call. This may include the use of a command vehicle to respond in tandem. The SEMSC or its

representative shall observe polite conduct and noninterference with employees' duties at all times.

11.9 Litigation
Department shall keep SEMSC informed at all times as to litigation, or reasonable expectations of litigation, insofar as it pertains to Department's operations under this Agreement or the potential to impact a Department's ability to satisfy the requirements of this Agreement. This requirement is binding until such litigation is satisfied or the Agreement expires, whichever event occurs last.

12.0 ENTIRE AGREEMENT
This Agreement, including any exhibits referenced herein, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by SEMSC or the Department other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE, A Joint Powers Authority	CITY OF _____
BY: _____	BY: _____
Birgitta Corsello, Chairwoman	City Manager

EXHIBIT A
OPERATIONS

I. ALS APPARATUS

A. STAFFING

At a minimum, each ALS unit responding to an EMS 911 request must have: One (1) licensed, locally certified accredited Emergency Medical Technician Paramedic (EMT-P).

B. VEHICLES

1. Shall maintain and provide to SEMSC a complete listing of all vehicles (including reserve vehicles), to be used regularly as ALS First Response Units, including license and vehicle identification numbers.
2. All vehicles shall be equipped and supplied as required by EMS Agency Policy & Procedure for ALS Non-Transporting Units.

C. VEHICLE MARKINGS AND ADVERTISING RESTRICTIONS

1. All advertising and vehicle marking must emphasize the “911” emergency telephone number.
2. All Advanced Life Support vehicles used by Department must indicate “Paramedic Unit” and “911” emergency telephone number on each vehicle.

II. DATA COLLECTION AND PERFORMANCE REPORTING

A. Department’s data collection and reporting system must comply with applicable EMS policies and meet the following minimum standards:

1. Department shall ensure that sufficient resources in terms of qualified personnel and provisions for adequate hour allocations are available so data entry and related functions can be accomplished;
2. Department shall comply with all EMS documentation requirements relating to response and patient care, including, but not limited to, Prehospital Care Reports, “Refusal of Medical Assistance/Against Medical Advice” Summary Audits and Field Advisory Report/Unusual Occurrence (FAR/UO) forms;
3. Department shall make Field Advisory Report/Unusual Occurrence (FAR/UO) Forms and QA/QI report forms available to its personnel and shall encourage the appropriate use of such forms in accordance with established EMS Policies & Procedures and Department’s internal QA/QI program; and
4. Department shall furnish its personnel with approved “Equipment Failure Report” Forms and encourage the appropriate use of such in accordance with Department’s internal vehicle and equipment maintenance program.

Copies of such forms shall be provided to EMS within 30 days following the origination of the report. Department shall document its findings regarding the validity of such report and the measures taken to correct or eliminate the problem.

B. Department shall provide data uploads of PCR data to the EMS Agency on a monthly basis via electronic medium (e-mail or electronic data transfer).

C. Department shall supply Response Time Data from computer aided dispatch (CAD) on a monthly basis in electronic spreadsheet format (preferably Microsoft Excel®). In the event a Department is unable to comply with this provision, specific arrangements may be made with the EMS Agency for CAD Data submission.

III. QUALITY IMPROVEMENT

A. General Standards:

Department shall strictly adhere to any and all EMS Policies & Procedures, including those in force at the time of the execution of this Agreement and those which are subsequently adopted, with 30 days prior written notice to Department. The final interpretation of these policies and procedures rests with the SEMSC Medical Director.

1. Department shall adhere to EMS Policies dealing with Field Advisory Reports (FAR), Documentation and Quality Improvement Policy Manual Section 2000).
2. Base Station Meeting: Department shall ensure Paramedics meet the requirements of Policy 3700 to attend six (6) hours every two (2) years of field care audits at a local base hospital, except as follows:
   a. The Quality Improvement Coordinator, Pre-hospital Care Committee Representative and Preceptors shall attend four (4) Base Station Meetings per year.

B. Medical Care Personnel:

1. Department shall develop and maintain an internal quality improvement program for medical care personnel. This program must, at a minimum, conform to the requirements identified in EMS Policy 2203 and include the following:
   a. Review of all incident reports and cooperation with EMS officials to generate data on system performance;
   b. A Quality Improvement Coordinator to review documentation and performance of pre-hospital care personnel with the goal being identification and resolution of EMS system and intra-agency issues;

c. Observation and evaluation of EMTs and Paramedics in the field who routinely have direct patient care responsibility, including patient assessment, diagnosis, protocol selection and compliance and procedural competency; and

d. Quality Improvement activities must include involvement and approval by the Department's physician liaison or equivalent.

2. The Quality Improvement Coordinator shall provide monthly reports to EMS that includes issues/areas reviewed, problems identified and corrective action taken or recommended.

IV. SYSTEM COMMITTEE PARTICIPATION

A. Department shall formally designate personnel to participate in the appropriate County EMS Committees and related sub-committees.

1. Prehospital Care Committee/Continuous Quality Improvement Committee (PCC/CQI).
2. Physicians Forum (The Department Medical Director shall regularly attend this meeting).
3. Pre-TAC.
4. STEMI.

Department shall be an active participant in the EMS system and comply with all applicable federal, state and local laws, regulations and policies and procedures that now exist or may hereafter be enacted, including, but not limited to, those related to medical control, quality assurance, special incident reporting, data collection and evaluation, dispatch and communications. Any local laws, regulations and policies and procedures that now exist or are enacted after the date of this Agreement must be consistent with state and federal law.

V. INQUIRIES AND COMPLAINTS

A. Department shall provide prompt response and follow-up to inquiries and complaints in writing. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

B. On a monthly basis, Department shall submit to EMS a list of all complaints received regarding EMS Service and the appropriate disposition/resolution.

VI. PATIENT RIGHTS

Department shall develop and maintain patient rights policies, which shall provide the following, at a minimum:

A. Fast, effective medical treatment of the patient regardless of the patient's ability to pay;

B. Appropriate information regarding the treatment needed with the right to refuse any treatment or service;

C. Full explanation of methods or procedures about which the patient or patient representative has questions;

D. Confidential treatment of patient medical records; (HIPAA Compliance);

E. Retention of patient records and patient access to his or her records; and

F. Active listening to the patient at the scene and during any necessary transport, if applicable, and answering all questions promptly.

EXHIBIT B
PREHOSPITAL DISASTER RESPONSE & TRAINING

It is understood that disaster response is a core function of the Department. The purpose of this exhibit is not to alter any requirements or operational parameters of SEMS or the Department's Emergency Response Plan. The purpose of this exhibit is to emphasize the Department's role as an Advanced Life Support (ALS) provider in disaster situations.

The SEMSC Medical Director and the Office of Emergency Services (OES) Coordinator for Solano County shall communicate and coordinate with each other in the event of a locally declared disaster in accordance with the provisions of SEMS and emergency response plans of the operational area.

I. DISASTER RESPONSE

A. During a local disaster as defined by the Department's emergency and/or disaster plan, Department may be released from response time performance requirements, including late run penalties, until notified by the SEMSC Medical Director or his/her designee, that disaster assistance may be terminated. While on scene, Department personnel shall perform according to local disaster protocols.

B. During the course of the disaster, Department shall use its best efforts to restore local first response ALS coverage.

II. DISASTER TRAINING

Department shall participate in training programs, exercises, and emergency planning meetings designed to upgrade, evaluate and maintain readiness of the system's disaster and multi-casualty response system.

EXHIBIT C
APPEALS POLICY AND PROCEDURE

Departments shall have the following process to appeal disagreements regarding interpretation and enforcement of this Agreement and EMS Agency Policies & Procedures, and sanctions for non-compliance with same.

I. APPEAL TO THE EMS AGENCY ADMINISTRATOR

The EMS Agency Administrator will be the first level of appeal. Concerns and issues should first be brought to the Administrator for review and resolution.

II. APPEAL TO THE PUBLIC HEALTH OFFICER

A. Department has the right to appeal the findings and decisions of the EMS Agency Administrator to the Public Health Officer.

B. Within fifteen (15) days of mailing of written notification of findings and/or proposed resolution by the EMS Agency Administrator of the issue(s), the Department shall submit a written request for review which contains an explanation of the reason(s) why Department disagrees with the findings of the Administrator and the Department's intent to appeal same to the Public Health Officer.

C. Within fifteen (15) days of mailing of the request for review, the Public Health Officer shall review the request and make a written response of each issue to the Department, with a copy to SEMSC.

III. APPEAL TO THE SEMSC BOARD OF DIRECTORS

A. Department shall have the right to appeal the ruling of the Public Health Officer by making a written request for a formal hearing before the SEMSC Board of Directors within fifteen (15) days after the Department receives written notification from the Public Health Officer of his or her determination and findings.

B. Upon timely receipt of a written request for a hearing, the SEMSC Board of Directors shall set a date and time for a hearing to be held within thirty (30) days of receipt of such request.

C. At least fifteen (15) days before the hearing date, the SEMSC Board of Directors shall send written notice to Department of the date, time, and location for the hearing.

D. At the hearing, the SEMSC Board of Directors shall consider all evidence related to the determination and findings of the Public Health Officer.

E. Department may present both oral and written evidence at the hearing explaining the Department's position. Department may also submit a written statement to the SEMSC Board of Directors prior to the hearing which shall be submitted at least 72 hours in advance.

F. Upon conclusion of the hearing, SEMSC shall sustain, reverse or modify the determination and findings of the Public Health Officer with written findings explaining the factual and legal grounds for the Board's decision.

G. The decision of the SEMSC Board of Directors shall be final.

EXHIBIT D
EMS POLICY AND PROCEDURES MANUAL

Incorporated by Reference.

EXHIBIT E
PHYSICIAN MEDICAL DIRECTOR AGREEMENT

I. The Department shall have as part of its ALS Program a Physician Medical Director. This position must be a California-licensed physician possessing a current, valid Drug Enforcement Agency (DEA) license. This position may be shared with other Departments, agencies or providers.

II. The Medical Director shall provide the Department with medical consultation, training and oversight for maintenance and administration of controlled medications. The Medical Director plays a key role in the on-going quality improvement efforts of all ALS First Responder providers in Solano County. Duties of the Medical Director must include, but not be limited to:

A. Attend the Solano County Physician's Forum meeting and play an integral role in the decision making process;

B. Provide oversight, as required by the DEA, for the housing and administration of controlled substances;

C. Provide paramedic consultation regarding prehospital care (post call follow-up);

D. Review and approve the Department's EMS Quality Improvement Program;

E. Provide on-going emergency medical services quality improvement training (meeting regularly with the department quality improvement coordinators and provide lectures, etc);

F. Participate in field ride-alongs; and

G. Regularly review patient care records for accuracy.

III. Department shall have ninety (90) days from the date of implementation of this agreement to secure a Physician Medical Director. Department shall not be authorized to function more than ninety (90) days without a Medical Director responsible for the Department's ALS Program. Should the services of the Medical Director become unavailable, including notice by the Medical Director to no longer provide services to the Department, the Department shall, within five (5) business days of the loss of this service, or the probable loss of service, whichever is first, notify the EMS Agency Administrator in writing of the change or potential change in Medical Director coverage.

EXHIBIT F
RESPONSE TIME STANDARDS
PUBLIC PRIVATE PARTNERSHIP

I. PREMISE

The Department desires to enter into an arrangement wherein a portion of the ALS response effort required of the countywide ambulance franchise contractor (Medic Ambulance Service, Inc) is assumed by the Department in that the Department agrees to meet a specific response time standard as stated herein. The specific details of the arrangement between the Department and Medic Ambulance are described in the Public Private Partnership Agreement. This new arrangement is significant in that the Department's first response operations are no longer transparent to the system, but instead the system will now rely upon the performance of the Department. It is essential therefore, that performance measures be specific and some form of penalty for non-performance be included. This Exhibit describes the performance measures and penalties and is a binding modification to the Department's ALS Authorization Agreement.

II. RESPONSE PERFORMANCE STANDARDS AND REQUIREMENTS

A. Response times are a combination of dispatch operations and field operations. SEMSC will allow the Department maximum flexibility in its methods of providing service. This is based upon the Department's commitment to perform to the response time standards. Appropriate response time performance is a result of the coordinated effort of the Department's total operation. Response times shall be measured in minutes and seconds and shall be time stamped by machine or computer aided dispatch (CAD). Response time standards do not apply to situations where units are canceled prior to arrival at scene.

B. In multiple unit responses, the first arriving unit only will be held to response time standards.

C. A response time standard of seven (7) minutes 00 seconds is the response standard measured for compliance.

D. Response time shall be measured from the time of alert (alarm time) until arrival (on-scene time) of the responding ALS first response unit. In situations where the paramedic is responding on a separate vehicle, the arrival time shall be when both the paramedic and the required ALS equipment arrive on scene, whichever is later.

III. 911 RESPONSE

The response time standard for Code 3 response to a 911 priority call is seven (7) minutes and zero (0) seconds. Data is to be reported on a monthly basis. The minimum compliance requirement is 90%.

IV. CODE 2 REQUESTS

No response time standards shall apply for Code 2 responses.

V. RESPONSE CALCULATIONS FOR DOWNGRADES & UPGRADES

A. Downgrades:
Responses downgraded from Code 3 to Code 2 prior to on-scene arrival will not be included in the monthly Code 3 response time performance analysis.

B. Upgrades:
Upgraded responses will not be assessed for compliance.

VI. EXCEPTIONS TO RESPONSE TIME PERFORMANCE STANDARDS & REQUIREMENTS

A. EMS may grant an exception to response time performance requirements for calls where weather conditions, multiple response incidents such as Multi-Casualty Incidents (MCI's), Mutual Aid deployment, first alarms or greater, or other situations beyond Department's control and which cause unavoidable delay. All such calls shall be individually examined as to the staffing levels, dispatch and in-service times and other influencing factors (e.g., weather conditions).

B. To be eligible for an exception, Department must provide the EMS Agency with rationale for granting exception within 30 days of the occurrence.

C. Equipment failure or personnel error does not constitute grounds for exception to response time performance requirements.

VII. AUTOMATIC EXCEPTIONS

The following constitute an automatic exception to response time performance standards:

A. Cancellation prior to arrival at scene prior to seven minutes response time;

B. Severe weather which slows travel or impairs scene location in such a way that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from a delayed response;

C. Data recording errors when accurate information can be verified;

D. Inaccurate or incomplete address from the reporting party or PSAP;

E. Declared disaster or declared emergencies as defined in the California Government Code;

F. Responses to unincorporated areas outside city limits, or responses to other districts that are unincorporated areas;
G. Scene or incident access issues, such as confined spaces, ships, security gates, large residential, commercial and industrial complexes, hazardous materials, or incidents where responding units are staged for safety reasons;
H. Greater alarm in progress;
I. Automatic or mutual-aid to another jurisdiction;
J. Unusual traffic conditions not due to an emergency incident;
K. Traffic issues due to an incident that impede a response, such as traffic collisions, fires or other unexpected emergencies;
L. Other issues as reasonably determined by the EMS Administrator on a case-by-case basis that impede a response to an incident.
M. Responses to non-emergency or code-2 incident. This includes an incident where a responding unit is reduced to code-2 while enroute.

VIII. DELAYED RESPONSE DOCUMENTATION

A. Department shall document each instance of response time in excess of the performance requirement and must explain the reason for the delayed response;
B. Delayed response documentation must be provided to EMS on a monthly basis; and
C. Department shall take all steps necessary to eliminate the cause of poor response time performance and, upon request of SEMSC must provide a summary of such actions.

IX. REPORTS

Within ten (10) business days after the first of each calendar month, Department shall provide reports detailing its performance during the preceding month as it relates to each of the performance requirements and response zones. This report must conform to other data reporting requirements of the Department as an ALS Provider.

X. FINES & PENALTIES

A. This Agreement provides for financial deductions from the Department's anticipated compensation under the Public Private Partnership Agreement for failure to meet required standards. If the Department's compliance for the month exceeds the 90% compliance standard fines will be waived as referenced in Master Agreement point 7.2. If the departments overall compliance for the month is below 90% all failed late calls will be assessed fines.
B. EMS shall issue a fine and/or penalty for all performance failures that are determined to exceed the standard and are not the result of extenuating circumstances.

C. The following are specific fines and penalties:

1. **Primary Responses**:
   - Individual response that exceeds the minimum response time: Fine of fifteen dollars ($15.00) per minute. A response that is two or more times the applicable response time standard shall also incur a one thousand dollar ($1,000.00) penalty in addition to the minute penalty.
     - Late fine proceeds are to be maintained in an account for use by participating departments supporting disaster training and preparedness efforts.
   - Basic Life Support Response: Response by a first-out vehicle with a Basic Life Support (EMT) level unit instead of an Advanced Life Support (Paramedic) level unit to a 911 emergency call: Fine of five hundred dollars ($500.00) per incident.
2. **Failed Response**:
   - Failure to respond or inability to respond: Fine of Five hundred dollars ($500) per incident.
3. **Failure to Properly Staff Unit**:
   - Knowing and willful failure to staff any ALS First Response Unit with properly and appropriately certified, accredited and licensed personnel: Fine of five hundred dollars ($500) per incident.
4. **Failure to Properly Equip/Supply Unit**:
   - Failure to meet the minimum required equipment and supply requisites as specified by federal, state or local law or regulation, including EMS policy and procedures: Fine of five hundred dollars ($500) per occurrence and unit immediately removed from service until deficiency corrected.
5. **Failure to Furnish Required Documentation**:
   - Failure to furnish information, reports or documentation as required (PCR, Dispatch); Failure to furnish the required information, report or document within reasonable time after notification by SEMSC.
   - A penalty of five dollars ($5.00) may be assessed for each information, report or document. Such penalty shall not apply if reporting deficiency was beyond Department's reasonable control.
6. **Mechanical Failure**:
   - Preventable mechanical failure of first response while responding to a 911 call: Fine of five hundred dollars ($500) per occurrence.

D. Minor Breach

1. SEMSC may impose a fine not to exceed five hundred dollars ($500.00) per month for each minor breach of this Agreement that has not been cured within thirty (30) days from date of official notice being given by the SEMSC Medical Director or his/her designee.
2. A minor breach shall be defined as failure to fulfill any of the terms and conditions of this Agreement which do not amount to a major breach, as defined herein.

3. Before minor breach fines are imposed, Department shall be given written notice by the SEMSC Medical Director or his/her designee, of the alleged minor breach and thirty (30) days to cure the breach or otherwise respond to the allegations.

E. Authority to Impose and Collect Fines/Penalties

The SEMSC Agency Administrator or his/her designee has the authority to impose and collect the fines and penalties provided by this Section 10 upon a determination that conditions exist which warrant such fines or penalties.

XI. INCORPORATION INTO ALS AUTHORIZATION AGREEMENT

This Exhibit shall be added and enforced as a part of the Department's ALS Authorization Agreement and will remain so until removed by the Department and the SEMSC.