

**CENCAL Fire and EMS Authority  
Board of Directors**

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SPECIAL MEETING  
April 30, 2026  
**11:00 a.m. OPEN SESSION**  
Stockton City Hall  
425 N. El Dorado Street  
Stockton, California 95202

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**1. MEETING COMMENCEMENT**

- 1.1. Call the Meeting to Order
- 1.2. Roll Call
- 1.3. Pledge of Allegiance

**2. PUBLIC COMMENT**

The public is invited to speak on any matter not appearing on the agenda, and within the subject matter jurisdiction of the Authority. Comments should be limited to three minutes. Please state your name and address for the record.

**3. REGULAR AGENDA**

- 3.1. **APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH COUNTY OF SAN JOAQUIN FOR EMERGENCY AMBULANCE AND DISPATCH SERVICES – PERFORMANCE SECURITY NOTIFICATION**

**4. ANNOUNCEMENTS**

- 4.1. Fire Chief Comments
- 4.2. Future Agenda Items
- 4.3. Board of Directors Comments

**5. ADJOURNMENT**

**Americans With Disabilities Act** - The CENCAL Fire and EMS Authority (“Authority”), in complying with the Americans with Disabilities Act (“ADA”), requests individuals who require special accommodations to access, attend and/or participate in Authority Board meetings due to a disability, to please contact the Authority’s Administrator’s office, (209) 831-6737, at least one business day prior to the scheduled Authority Board meeting to ensure that we may assist you.

**Addressing the Board on Items on the Agenda** - The Brown Act provides that every regular meeting shall provide an opportunity for the public to address the Authority on any item within its jurisdiction before or during the Authority’s consideration of the item, provided no action shall be taken on any item not on the agenda.

**Consent Calendar** - All items listed on the Consent Calendar are considered routine and/or consistent with previous Authority direction. A motion and roll call vote may enact the entire Consent Calendar. No separate discussion of Consent Calendar items will occur unless members of the Authority Board, Authority staff or the public request discussion on a specific item at the beginning of the meeting

**Addressing the Board on Items not on the Agenda** – The Brown Act prohibits discussion or action on items not on the posted agenda. Members of the public addressing the Council should state their names and addresses for the record, and for contact information.

Staff reports or other written materials relating to each item of business referred to on this agenda are on file in the Administrator’s Office at the South San Joaquin County Fire Authority, located at 835 N. Central Avenue, City of Tracy, CA. A public counter copy is available for public inspection and reproduction during normal business hours at the Administrator’s Office. Related materials submitted after distribution of the agenda packet are available in the Administrator’s Office during normal business hours. If you have questions regarding any agenda item, please contact the Administrator. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the Authority Board and distributed subsequent to distribution of the agenda packet will be made available for public inspection in the Administrator’s Office during normal business hours.

**Note: This agenda was prepared and posted pursuant to Government Code Section 54954.2. This agenda is subject to amendment up to 72 hours prior to the date and time set for the meeting. Please refer to the agenda posted at the Administrator’s Office and Stations listed below for any revisions or call the Administrator’s Office at (209) 831-6737 for more information.**

I hereby certify that this agenda in its entirety was posted on April 29, 2026 at the South San Joaquin County Fire Authority Administration offices, Lodi Fire Department Administration Offices, Stockton Fire Administration Offices, Stockton City Hall, and online at [www.cencalfire.org](http://www.cencalfire.org).

*Nicole Boswell*

Nicole Boswell, Clerk of the Board

# CENCAL Fire and EMS Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

## STAFF REPORT

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**TO:** Board of Directors    **MEETING DATE:** April 30, 2026

**PREPARED BY:** Randall Bradley, Fire Chief  
**REVIEWED BY:** Randall Bradley, Fire Chief  
Bryan Carr, Fire Chief  
Ken Johnson, Fire Chief

**ITEM: APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH COUNTY OF SAN JOAQUIN FOR EMERGENCY AMBULANCE AND DISPATCH SERVICES – PERFORMANCE SECURITY NOTIFICATION**

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### **RECOMMENDATION**

Staff recommends that the Board of Directors approve and authorize the Chairperson to execute the First Amendment to the Agreement with the County of San Joaquin for emergency ambulance and dispatch services in Zones X and Y, modifying the performance security requirements.

### **BACKGROUND**

On February 10, 2026, the CENCAL Fire and EMS Authority (CENCAL) entered into an agreement with the County of San Joaquin (County) for the provision of exclusive emergency ambulance and dispatch services in Zones X and Y for the period of May 1, 2026 through May 1, 2031.

Following approval of the Agreement, it was determined that CENCAL, as a newly formed Joint Powers Authority, was unable to obtain the required \$2.25 million performance security through a traditional surety bond due to limited financial history.

In coordination with the San Joaquin County Emergency Medical Services Agency (SJCEMSA) and County staff, alternative methods of satisfying the performance security requirement were evaluated and determined to be acceptable.

### **DISCUSSION**

The proposed First Amendment modifies the performance security requirements to allow CENCAL to satisfy the obligation through structured quarterly deposits rather than a traditional bond.

Key provisions of the amendment include:

- Establishment of a total performance security obligation of \$2.25 million
- Funding through quarterly installments of \$375,000 over an 18-month period
- Deposits held in an interest-bearing, County-controlled account
- Availability of funds to the County in the event of a material breach affecting public health and safety
- Authority for the County to secure its interest through financial statements or similar instruments, if necessary

- Additional insurance requirements, including cyber liability and medical malpractice coverage

This approach provides a practical and achievable method for CENCAL to meet contractual obligations while ensuring that the County maintains appropriate financial safeguards.

The amendment does not change the scope of services, service delivery model, or term of the Agreement.

### **FISCAL IMPACT**

CENCAL will fund the \$2.25 million performance security through quarterly payments of \$375,000 over an 18-month period. These funds will be held in an interest-bearing account, with accrued interest returned to CENCAL upon satisfaction of the obligation.

Staff incorporated the additional costs associated with the performance security funding into the proposed Fiscal Year 2026/27 preliminary budget, which will be presented to and considered by the Board of Directors at the May and/or June Board meetings.

### **ATTACHMENTS**

1. Resolution approving the first amendment to the Agreement with the County of San Joaquin for Emergency Ambulance Dispatch Services
2. Agreement with County of San Joaquin for Emergency Ambulance and Dispatch Service in San Joaquin County Zone X and Zone Y

### **EXHIBITS**

- A. First Amendment to Agreement with San Joaquin County for Emergency Ambulance and Dispatch Service in San Joaquin County Zone X and Zone Y

RESOLUTION NO. 2026-11

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENCAL FIRE AND EMS AUTHORITY APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF SAN JOAQUIN FOR EMERGENCY AMBULANCE AND DISPATCH SERVICES**

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**WHEREAS**, on February 10, 2026, the CENCAL Fire and EMS Authority (“CENCAL”) entered into an Agreement with the County of San Joaquin (“County”) for the provision of exclusive emergency ambulance and dispatch services in Zones X and Y; and

**WHEREAS**, the Agreement requires CENCAL to provide performance security in the amount of \$2,250,000; and

**WHEREAS**, CENCAL, as a newly formed Joint Powers Authority, is unable to obtain a traditional performance bond due to limited financial history; and

**WHEREAS**, the County has evaluated alternative methods for satisfying the performance security requirement and determined that a structured deposit approach is acceptable; and

**WHEREAS**, the parties desire to amend the Agreement to allow for funding of the performance security through quarterly deposits and to establish related financial and insurance provisions.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the CENCAL Fire EMS Authority does hereby:

1. Approve the First Amendment to the Agreement with the County of San Joaquin for emergency ambulance and dispatch services in Zones X and Y.
2. Authorize the Chairperson to execute the First Amendment on behalf of CENCAL.
3. Directs the Executive Director or designee to take all necessary actions to implement the Amendment, including coordination with County staff regarding performance security funding and compliance requirements.

**IT IS HEREBY CERTIFIED** that the above and foregoing resolution was passed and adopted by the Board of Directors of the CENCAL Fire and EMS Authority at its special meeting held on the 30th day of April 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

APPROVED:

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Nicole Boswell, Clerk of the Board

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Jeff Ramsey, Chairperson of the Board

**Attachment 2**

**A-26-26  
02/10/2026**

**Approval of Agreement With CENCAL Fire and EMS Authority, a Joint Powers Authority (JPA), for Exclusive Emergency Ambulance and Dispatch Services in Ambulance Zone X and Zone Y for the Period of May 1, 2026, to May 1, 2031.**

**AGREEMENT WITH CENCAL FIRE AND EMS AUTHORITY FOR  
EMERGENCY AMBULANCE AND DISPATCH SERVICE IN  
SAN JOAQUIN COUNTY ZONE X AND ZONE Y**

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**AGREEMENT WITH CENCAL FIRE AND EMS AUTHORITY FOR  
EMERGENCY AMBULANCE AND DISPATCH SERVICE IN  
SAN JOAQUIN COUNTY ZONE X AND ZONE Y**

THIS AGREEMENT, entered into by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter called "County" and CENCAL Fire and EMS Authority, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, pursuant to Health and Safety Code, Division 2.5, Section 1797.224, County may declare an exclusive operating area for emergency ambulance service and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, County has determined that the level of service prescribed herein is the most appropriate and efficient manner of exercising the authority contained in Welfare & Institutions Code 17000, Health & Safety Code Section 1797, et seq., and Title 22 of the California Code of Regulations; and

WHEREAS, the San Joaquin County Emergency Medical Services (EMS) Agency has submitted an EMS Plan to the State of California EMS Authority describing such an exclusive operating area(s) and was approved by the California EMS Authority; and

WHEREAS, in 2025, County conducted a competitive process as required by Section 1797.224 of the Health and Safety Code; and

WHEREAS, County has complied with all the statutes and regulations governing the designation of an exclusive provider of emergency ambulance services in San Joaquin County.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

**SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS**

**1.1 Agreement Administration**

The San Joaquin County EMS Administrator shall serve as the Agreement Administrator and shall represent the County in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the County. The Agreement Administrator or her/his designee may:

- A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records;
- B. Monitor the Contractor's emergency ambulance and emergency ambulance dispatch service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures;
- C. Provide technical and professional guidance, as the Agreement Administrator deems appropriate.

Contractor shall designate one Agreement Administrator that will be accountable for all aspects of this agreement, including any subcontractor performance, and shall be an executive position capable of making decisions on behalf of the Contractor.

**1.2 Term of Agreement and Implementation Timeline**

- A. The term of this Agreement shall commence at 0800 hours on May 1, 2026, or may be deferred pursuant to the terms herein to a date no later than December 1, 2026, and shall terminate at 0800 hours on May 1, 2031, unless terminated earlier pursuant to the terms and conditions of this Agreement.
- B. If the Contractor requests a deferred effective date, the Contractor shall notify the EMS Agency in writing no less than thirty (30) days before May 1, 2026, of the proposed effective date.
- C. The EMS Agency will require the Contractor to demonstrate the readiness and capability for an effective and safe transfer of emergency ambulance dispatch services prior to the approval of an effective date. The EMS Agency reserves the right to defer the commencement of all services to a time not to exceed December 1, 2026.
- D. Once an effective date has been authorized by the EMS Agency, the parties will execute a supplemental addendum to this Agreement identifying the effective date.

### **1.3 Documents Constituting Agreement**

The San Joaquin County Emergency Ambulance Request for Proposals, No. 24-32, dated May 24, 2025, and Contractor's proposal, dated August 26, 2025, are made a part hereof and by reference into this Agreement, provided however, that this Agreement supersedes any inconsistent provision of these documents. No addition to, or alteration of, the terms of this Agreement, and no verbal understanding of the parties, or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement. All defined terms herein shall have the meaning as set forth in **Exhibit F**.

### **1.4 Conditions for Extension or Amendment of the Agreement**

- A. At its sole discretion, the San Joaquin County Board of Supervisors may extend the exclusive market rights granted to the Contractor for an additional five-year period, as recommended by the EMS Administrator and approved by the State of California Emergency Medical Services Authority.
- B. The County's decision to grant an extension will consider, but not be limited to, how well the Contractor has performed in the following areas:
  - 1. Compliance with the terms of its contract with the County;
  - 2. Operational and financial areas;
  - 3. Effectiveness of the Contractor's quality improvement program in identifying opportunities for improvement and achieving demonstrable improvements in those areas;
  - 4. Cooperation of management in assisting the EMS Agency with system operation efficiencies;
  - 5. Number of substantiated complaints filed against the Contractor and the manner in which the Contractor handled them;
  - 6. Consistency in maintaining and/or improving its professional image;
  - 7. Level of cooperation between the Contractor and other participants within the EMS System including the EMS Agency.
- C. Any extension, amendment or modification of this Agreement shall not be valid unless made in writing and signed by both parties.

## **1.5 Contract Response Area and Scope**

All requirements described in this Agreement apply to the County of San Joaquin Exclusive Operating Area (EOA) Zone X and EOA Zone Y as shown in **Exhibit A** and described in **Exhibit B**. All of the following transports originating in Zone X and Zone Y shall be referred exclusively to the Contractor, and Contractor shall provide all responses and ground transports as follows:

- A. Made in response to 9-1-1/ Public Safety Answering Point (PSAP) requests and received through the designated emergency ambulance dispatch center.
- B. Made in response to requests for immediate emergency ambulance service transmitted through an authorized 9-1-1/PSAP and received through the designated emergency ambulance dispatch center.
- C. Any request for emergent advanced life support (ALS) interfacility transport from an acute care hospital facility in Zone X or Zone Y to any another acute care hospital facility.
- D. All "Emergency Standby Events" requiring the presence of an emergency ambulance to a scene of an emergency, to a position of immediate availability to serve as a standby resource for the incident responders.
- E. Any request for emergency ambulance service received via 7-digit phone number shall be transmitted through the authorized 9-1-1/PSAP and received through the designated emergency ambulance dispatch center.

## **1.6 Notices**

All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party or any other person shall be in writing and either personally delivered or sent by prepaid postage, first class mail. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Contractor: CENCAL Administrative Member  
850 N. Central Avenue  
Tracy, CA 95336

County: EMS Administrator  
San Joaquin County EMS Agency  
PO Box 220  
French Camp, CA 95231

County of San Joaquin and CENCAL Fire and EMS Authority  
Emergency Ambulance and Dispatch Services Agreement

### **1.7 ALS Provider Agreement**

This Agreement will also serve as the Paramedic Service Provider agreement required under § 100096.01(b)(4), Title 22, CCR.

## **SECTION 2: ROLES AND RESPONSIBILITIES**

### **2.1 County's Functional Responsibilities**

The County seeks to ensure that reliable, high quality prehospital emergency medical care and transport services are provided on an uninterrupted basis. To accomplish this purpose, the County shall:

- A. Oversee and enforce the Contractor's rights as the sole provider of services within Zone X and Zone Y as set forth herein;
- B. Oversee, monitor and evaluate contract performance and compliance; and
- C. Through its local EMS agency, provide medical direction and control of the EMS system, to include emergency ambulance dispatch and emergency call processing.

### **2.2 Contractor's Functional Responsibilities**

Upon effective date and during the Service Period of this Agreement, as defined in Section 1.2, the Contractor shall:

- A. Provide prehospital emergency medical care and emergency ambulance transport services in response to emergency medical calls within Zone X and Zone Y 24 hours each day, 7 days a week, without regard to the patient's financial status;
- B. Provide comprehensive emergency ambulance dispatch services consistent with EMS Agency policy. When an emergency ambulance request for service is received in San Joaquin County, the EMS Agency designated emergency ambulance dispatch center must timely answer 911 calls for service and provide Medical Priority Dispatch Services (MPDS), manage and dispatch the appropriate emergency ambulance response, including timely backup of emergency ambulance coverage, perform other EMS system functions in accordance with EMS Agency policy, including, when appropriate, the request and notification of non-transport first responder and EMS air transport provider agencies;
- C. Emergency ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by EMS Agency policy, be equipped and staffed to operate at the appropriate service level on all ambulance

responses, including emergency, non-emergency urgent, Specialty Standby, and Emergency Standby events. Clinical performance must be consistent with approved medical control standards and protocols. The conduct and appearance of the Contractor's personnel must always be professional and courteous, and personnel must act in the patient's and EMS system's best interests. Patient transportation and disposition will be according to the EMS Agency's policies and procedures as are now or may be established;

- D. Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the Agreement standards, Contractor may be found to be in major breach of its Agreement and replaced in order to protect the public health and safety;
- E. Develop system status management and deployment plans specific to meeting emergency ambulance performance requirements within San Joaquin County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense;
- F. Keep a current deployment plan on file with the Contract Administrator and a plan to redeploy or add ambulance hours if response time performance standard is not met;
- G. Provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required under this Agreement;
- H. Furnish supplies and replacements for those used by the Contractor's personnel;
- I. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed and/or accredited;
- J. Comply with all training requirements established by the State of California and the EMS Agency policies and procedures;
- K. Comply with EMS Agency policies and procedures;
- L. Maintain neat, clean, and professional appearance of all personnel, facilities, vehicles, and equipment;

- M. Submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by the EMS Agency;
- N. Respond to EMS Agency inquiries about service and/or complaints timely and consistent with EMS Agency policy ; and
- O. Notify the EMS Agency of all incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements in accordance with Section 6.7 of this Agreement.

### **2.3 Contractor and Sub-Contractor Agreement**

The Contractor shall be responsible and accountable for all provisions of this agreement, regardless of whether the function or tasks are performed by the Contractor or a subcontractor. A comprehensive list of all functions and duties outlined in this agreement that are provided by both the Contractor and any subcontractor must be submitted to the EMS Agency prior to implementation. The Contractor is required to provide the EMS Agency with a copy of any current subcontractor agreement and any proposed amendments. This Agreement shall take precedence over any conflicting terms or provisions in the subcontractor agreement. The Contractor shall retain any subcontractor selected through this procurement process for the initial 5-year term.

### **2.4 End of Agreement Transition Period**

Contractor agrees to continue to provide service after the end of the agreement period in accordance with the "lame duck" provisions of this Agreement in order to ensure a safe and orderly transition of service to a successor contractor.

## **SECTION 3: DEPLOYMENT**

### **3.1 System Status Management and Deployment Plans**

- A. The Contractor shall maintain system status management and deployment plans specific to meeting EMS performance requirements within San Joaquin County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense for Zone X and Zone Y. The deployment plan shall:
  - 1. Specify locations of ambulances and numbers of emergency ambulance vehicles to be deployed during each hour of the day and day of the week based upon the number of emergency ambulances available to respond to calls for various status levels (1 through the maximum proposed status). As an example, System Status 2 refers to the deployment of ambulances when two ambulances are available in the EOA and System Status 5 refers to the deployment of ambulances when five ambulances are available in the EOA.
  - 2. Describe 24-hour system status management strategies, including anticipating ambulance log on / off times and locations, anticipating ambulance availability

County of San Joaquin and CENCAL Fire and EMS Authority  
Emergency Ambulance and Dispatch Services Agreement

at hospital after patient transfer of care, and ensuring EOA is covered by Contractors resources to ensure Zone Assist from other providers is minimal.

3. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
  4. Provide maps that identify proposed ambulance stations or post locations within the EOA .
  5. Describe the full-time and part-time work force necessary to fully staff ambulance resources identified in the deployment plans.
  6. Describe any planned use of on-call crews or cross staffing.
  7. Describe any mandatory overtime requirements or limitations.
  8. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
  9. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- B. Contractor shall keep a current deployment plan, including maps, on file with the EMS Agency and have a plan to redeploy or add ambulance hours if response time performance standards are not met.
- C. A revised deployment plan shall be provided to the EMS Agency within 24 hours of implementation of any change made by the Contractor in emergency ambulance stations or post locations.
- D. The EMS Agency shall be informed of meetings conducted by Contractor's staff to consider changes in the deployment plan and shall be permitted to send representatives to such meetings.
- E. Contractor shall participate in a countywide integrated response plan approved by the EMS Agency designed to ensure the assistance of other EOA providers is mutual, reasonable, and minimal.

### **3.2 Deployment Requirements**

- A. Contractor shall provide a minimum of 4,250 emergency ambulance unit hours per week to cover both Zone X and Zone Y, of which a minimum of 75% shall be advanced life support unit hours. Compliance with this requirement does not relieve Contractor of responsibility to comply with response time standards, as specified herein.
- B. The Contractor shall redeploy emergency ambulances or add additional emergency ambulance unit hours if the response time performance standard is not met. Failure by Contractor to redeploy or add emergency ambulance unit hours within two months of notice by Contract Administrator shall constitute a major breach of contract.

### **3.3 System Status Management (SSM) Plan Evaluation Process**

- A. Contractor shall submit their system status management (SSM) plans for Zone X and Zone Y no later than thirty (30) days before proposed effective date.
- B. Contractor shall establish and maintain a system status plan evaluation process approved by the EMS Agency, including, but not limited to:
  - 1. A method to identify response time performance problems, determine underlying causes, and mitigate them.
  - 2. SSM daily dashboards, weekly reviews, and monthly evaluations with adjustments being made to the posting plan, ambulance schedules, and the number of hours deployed in order to meet response time standards.
- C. Contractor shall maintain and utilize software or applications that allow it to produce up-to-date system demand charting for any time, any day. This shall include a mechanism for detailed retrospective investigation of any call that does not meet specific and customizable criteria or response times. These calls shall be captured for review to ensure proper handling of response deployment, posting, routing, etc.
- D. Utilizing this data, Contractor will adjust schedules, resources, or posting as needed to ensure excellence in response time performance.
- E. As part of Contractor's ongoing system response time improvement process, late calls shall be reviewed daily with an eye to identifying the performance gap, its "root cause," and providing rapid correction and feedback. Contractor's supervisors shall have the authority to quickly make changes and adjust the ambulance coverage plan as needed to eliminate or minimize the changes of additional late calls.

## SECTION 4: OPERATIONS

### 4.1 Compliance

- A. Legal compliance - Contractor’s operational policies shall comply with all state and federal laws and regulations, and County ordinances and EMS Agency policies.
- B. Notification of regulatory actions - Within seven business days of being notified, the Contractor shall notify the EMS Agency of the initiation, finding, or resolution of any major regulatory actions or sanctions against the Contractor, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.
- C. Patient transportation and disposition - Patient transportation and disposition will be according to the EMS Agency’s policies and procedures.
- D. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and EMS Policy No. 5102 Patient Privacy - The Contractor shall ensure that patients’ privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy including EMS Policy No. 5102. Contractor’s employees shall not disclose patient medical information to unauthorized persons or entities.

### 4.2 Response Time Performance Standards

- A. Response Time Compliance – Emergency ambulance response times must meet the response-time standards set forth herein, and every ambulance unit response by Contractor must, at all times, be properly equipped and staffed in accordance with EMS Agency policies and procedures. Clinical performance must be consistent with approved medical control standards and protocols.
- B. Response Time Performance Standards - Response times vary depending upon the call density areas to which the Contractor must respond. Current call density area descriptions are shown in **Exhibit A**. Every two (2) years, EMS Agency and Contractor will review the call density areas and make adjustments as agreed to in writing as appropriate.
  - 1. **Emergency Response “Code 3”**: Calls that have gone through the EMS Agency approved emergency medical dispatch process and that have been dispatched as Emergency Response “Code-3” shall meet the following standard:
    - a. **High**: Emergency ambulance response to 90 percent of all calls each month in 7:59 minutes or less.
    - b. **Moderate**: Emergency ambulance response to 90 percent of all calls each month in 9:59 minutes or less.

- c. **Low**: Emergency ambulance response to 90 percent of all calls each month in 17:59 minutes or less.
    - d. **Minimal**: Emergency ambulance response to 90 percent of all calls each month in 29:59 minutes or less.
  2. **Emergency Urgent “Code 2”**: Calls that have gone through the County approved emergency medical dispatch screening process and which have been dispatched as Emergency Urgent “Code 2” shall meet the following standard:
    - a. **High**: Emergency ambulance response to 90 percent of all calls each month in 14:59 minutes or less.
    - b. **Moderate**: Emergency ambulance response to 90 percent of all calls each month in 18:59 minutes or less.
    - c. **Low**: Emergency ambulance response to 90 percent of all calls each month in 34:59 minutes or less.
    - d. **Minimal**: Emergency ambulance response to 90 percent of all calls each month in 59:59 minutes or less.
  3. **ALS Emergency Interfacility Response** (EOA zone-wide):
    - a. **ALS**: ALS emergency ambulance response to 90 percent of all ALS Emergency Interfacility Response requests each month in 10:00 minutes or less.
- C. **Applicable Calls** – Response time standards shall apply to:
1. All emergency ambulance requests requiring a response in accordance with Section 1.5, Contract Response Area, and as determined by the Medical Priority Dispatch System (MPDS) EMD Determinant Levels, and EMS Agency policy.
  2. Any request for emergent ALS interfacility transport from an acute care hospital facility in Zone X or Zone Y to any other acute care hospital facility.
  3. Response time performance measurement shall include response times to Contractor’s EOA provided by other authorized emergency ambulance providers when requested in accordance with EMS Agency policy and the designated emergency ambulance dispatch center.
  4. The Contractor shall not be held accountable for response time compliance for any request for service originating outside Zone X or Zone Y and those responses will not be counted in the number of total calls used to determine response time compliance under this Agreement.

#### D. Response time calculations

1. Response times shall be calculated from the hour, minute, and second the first emergency ambulance resource is dispatched/alerted by the designated emergency ambulance dispatch center to the hour, minute, and seconds the Contractor's emergency ambulance (or other authorized emergency ambulance provider requested by the designated emergency ambulance dispatch center), arrives on scene with a fully equipped and properly staffed emergency ambulance. An emergency ambulance is considered on-scene when it arrives at the address/location to which it was dispatched, and the wheels are stopped. Response times shall be calculated using a computer-aided dispatch (CAD) time stamp of "dispatched" or "assigned" and "time arrived at scene."
2. Upgrades - If an Emergency Urgent ambulance response assignment is properly upgraded to Emergency Response before the arrival of the ambulance (e.g., from an Emergency Urgent – Code 2 to Emergency Response – Code 3 by MPDS or first responder on scene), the Contractor's response time compliance and penalties for that call will be calculated based on the Emergency Response time standard from the time when the call was upgraded, provided the call had not already exceeded the initial Emergency Urgent response time standard. If the initial response time exceeds the Emergency Urgent standard before the time of upgrade, it will be considered late.
3. Downgrades - If an Emergency Response—Code 3 assignment is appropriately downgraded before the arrival of the ambulance (e.g., from Emergency Response—Code 3 to Emergency Urgent—Code 2 response by MPDS or the first responder on the scene), the Contractor's response time compliance and penalties for that call will be calculated based upon the Emergency Urgent response time standard from the time the call was originally assigned
4. Cancelled Responses - If a call is canceled before the emergency ambulance arrives at the scene, the Contractor's compliance and penalties will be calculated based on the elapsed time from call assignment to the time the call was properly canceled by dispatch.
5. Incorrect Addresses - When the address (or approximate location for the call on a roadway or open area) provided is substantially incorrect through no fault of the Contractor, the Contractor may request an exemption to the response time exceedance.
6. Each incident shall be counted as a single response regardless of the number of units that respond and only the first arriving emergency ambulance's time shall be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.
7. A CAD system shall be utilized to record dispatch information for all emergency

ambulance requests. The time-stamp or CAD system shall include the date, hours, minutes and seconds.

**4.3 Response Time Performance Penalties**

- A. The Contractor shall have a response time compliance rate of 90% within each Zone, Subzone, and Call Density Area during each month for all 911 requests/responses. The Contractor shall also have a response time compliance rate of 90% for all ALS Emergency Interfacility Transports for the entire EOA. Compliance calculations for any EOA, Subzone, or Call Density Area with less than 100 requests for service shall be tolled until a minimum of 100 calls have been reached or surpassed
- B. Penalties for Failure to Meet Monthly Response Time Performance Standard.
  - 1. 911 Emergency and Emergency Urgent Responses: Each month in which a Contractor fails to meet the 90 percent response time standard within any Zone, Subzone, or Call Density Area, for Emergency and Emergency Urgent responses, the Contractor shall pay \$500 in penalties for each one-tenth (1/10) of a percentage point by which the Contractor’s response time performance falls short of the standard in each category.
  - 2. 911 Emergency and Emergency Urgent Response Outliers: All call density areas have a maximum specific response time standard, which shall not be exceeded. For every call where the ambulance fails to arrive within the maximum specified response time, the response penalty shall be \$1000 per occurrence.
  - 3. ALS Emergency Interfacility Transports: Each month or reporting period in which a Contractor fails to meet the 90 percent response time standard for ALS Emergency Interfacility Transports, the Contractor shall pay \$500 in penalties for each one-tenth (1/10) of a percentage point by which the Contractor’s response time performance falls short of the standard.
  - 4. Each time that response time compliance for each Zone, Subzone, or Call Density Area is calculated at less than 90% of the response time standard for the month or reporting period, Contractor will pay County penalties as follows:

<b>Compliance Percentage (Zone, Subzone, or Call Density Area per month)</b>		
<b>Greater than or equal to:</b>	<b>And less than</b>	<b>Fine</b>
89.9%	90.0%	\$500
89.8%	89.9%	\$1,000
89.7%	89.8%	\$1,500

89.6%	89.7%	\$2,000
89.5%	89.6%	\$2,500
89.4%	89.5%	\$3,000
89.3%	89.4%	\$3,500
89.2%	89.3%	\$4,000
89.1%	89.2%	\$4,500
89.0%	89.1%	\$5,000
88.9%	89.0%	\$5,500
88.8%	88.9%	\$6,000
88.7%	88.8%	\$6,500
88.6%	88.7%	\$7,000
88.5%	88.6%	\$7,500
88.4%	88.5%	\$8,000
88.3%	88.4%	\$8,500
88.2%	88.3%	\$9,000
88.1%	88.2%	\$9,500
88.0%	88.1%	\$10,000

Zone X Compliance						
Call Density	X-21	X-22	X-23	X-24	X-25	Compliance Standard
High						90%
Medium						90%
Low						90%
Minimal						90%
Compliance Standard	90%	90%	90%	90%	90%	

Zone Y Compliance		
Call Density	Y	Compliance Standard
High		90%
Medium		90%
Low		90%
Minimal		90%
Compliance Standard	90%	

5. Excessive Zone Assist or Mutual Aid - Contractor's calls that are referred to another EOA provider agency due to mutual aid or Zone Assist shall be fined \$100 per incident for each reporting period in which the mutual aid or Zone Assist volume exceeds two (2) percent of the Contractor's total volume for that EOA Zone or subzone.

6. Penalty Assessment.

The Contractor shall pay the County within 30 days of being invoiced for any penalties by County. Payment of such penalties does not relieve the Contractor of responsibility for compliance with response time standards.

7. Penalty Disputes.

If the Contractor disputes the County's response time calculation, or the imposition of any other penalties, the Contractor may appeal to the EMS Agency in writing within ten working days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The Health Care Services Agency Director shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor within thirty working days of receipt of such requests. The decision of the Health Care Services Agency Director regarding such matters shall be final.

**4.4 Response Time Corrections and Exemptions**

- A. Corrections - The EMS Agency, in its sole discretion, may grant response time corrections and other call information corrections to individual calls. These correction requests aim to ensure the EMS CAD and response data is accurate. The corrected information, if approved, will be included and used when calculating performance compliance. To be eligible for such corrections, the correct information must be noted in CAD and supported by clear evidence (GPS, radio or phone recordings). All correction requests must be submitted for approval through the EMS agency-approved online compliance utility no later than 15 days after the end of the month. The Contractor may submit request to the EMS Agency for a correction to a call response information in the following situations:
1. Any response time elements (dispatch, en route, on-scene times) are eligible for correction.
  2. Location and EMS Zone and subzone locations are eligible for correction.
  3. Egregious erroneous dispatch procedures are eligible for corrections.
  4. Other good cause case-by-case situations as requested.
- B. Exemptions - The EMS Agency, in its sole discretion, may grant exemptions to individual response-time performance requirements stated herein for unforeseeable situations outside of the Contractor's control. Such calls will be included in overall occurrences but excluded when calculating performance compliance. To be eligible for such an exemption, the Contractor must submit for exemption approval through the EMS Agency-approved online compliance utility no later than 15 days after the end of the prior month. The Contractors may apply to the EMS Agency for an exemption to response-time compliance calculations including the following situations:

1. Severe or inclement weather or fog documented at the time of the response
  2. Access issues documented at the time of the response, including traffic secondary to the incident, train crossings, road construction, or other unanticipated barriers
  3. Unforeseeable delays due to multi-casualty incidents, California Medical Mutual Aid System requests, or officially declared disasters
  4. Incorrect or incomplete location information provided to or by the dispatch center
  5. Hospital Delays - Extended delays at hospitals
  6. Other good cause - In the judgment of the EMS Agency, reasonably warrant exemption from response time compliance
- C. A correction and exemption report will be produced and shared publicly with response time compliance reports and the local EMS Advisory Committee (or equivalent).
- D. Exemptions shall be for good cause only, as determined by the EMS Agency. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exemptions shall be considered on a case-by-case basis.

#### **4.5 Air Ambulance/Air Rescue Services**

The County reserves the right to permit EMS air ambulance or air rescue services to operate in the County for the purpose of providing EMS air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the Contractor's exclusive operating area. Prehospital utilization of such services is based upon EMS Agency policies and procedures. The Contractor shall comply with EMS Agency policies and procedures regarding the use of these services.

#### **4.6 Special Standby Events and Emergency Standby Events**

- A. Without diminishing its capacity to perform its functional responsibilities as specified in **Section 2.2** Contractor shall furnish Emergency Standby Events at emergency law enforcement or fire incidents within Zone X and Zone Y at the request of the on-scene public safety agency Incident Commander (IC), if in the opinion of the IC, the situation poses significant potential danger to emergency personnel or to the general public. Such requests shall be reported monthly by the Contractor to the County and monitored for proper utilization and impact on response times and Contractor's capacity to perform its function responsibilities. The County may relieve the Contractor of this requirement if the requests are deemed to be unduly burdensome or unnecessary.
- B. If the sponsor of a special event wants a dedicated standby emergency ambulance

at the event, the Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

- C. Contractor shall not be precluded from performing other outside work, such as non-emergency basic life support transfers. Nothing herein shall excuse Contractor from satisfying its obligations under the terms of this Agreement.

#### **4.7 EOA Provider Contract Compliance Committee**

Contractor shall be required to participate in a San Joaquin County EMS Agency EOA Provider Contract Compliance Committee. The Contract Compliance Committee will be comprised of local EMS stakeholder representatives to include, but not limited to, public safety (fire and law), hospitals, Public Safety Answering Points (PSAP), other emergency ambulance providers, and other EMS system stakeholders. The Contract Compliance Committee shall meet regularly to review and monitor Contractor performance and report out regularly to the EMS Advisory Committee or equivalent.

#### **4.8 Emergency Ambulance Dispatch Services**

A. Emergency Ambulance Dispatch and Call Processing Operations:

1. Contractor shall provide emergency ambulance dispatch and 9-1-1 emergency medical dispatch (EMD) call processing services (if applicable by law) necessary to receive and respond to requests for emergency ambulance services, in accordance with EMS Agency policy.
2. Contractor recognizes the unique operational and financial considerations of Escalon Community Ambulance, Manteca District Ambulance, and Ripon Fire Ambulance.

Contractor shall enter into and maintain throughout the duration of this Agreement, separate agreements for dispatch services with Escalon Community Ambulance, Manteca District Ambulance, and Ripon Fire Ambulance prior to the effective date of this Agreement.

Contractor agrees to a current ambulance dispatch rate of \$15.65 per call, subject to annual increases calculated by the amount of a 50-50 weighting of the most recent U.S. Bureau of Labor Statistics' San Francisco-Oakland-San Jose, CA medical care and transportation indices, but not to exceed 4.9%.

3. Contractor shall provide emergency ambulance dispatch and call processing services to include but not limited to:
  - a. Meet minimum requirements for the Designated Emergency Ambulance Dispatch Center as required by EMS Agency policy;
  - b. Maintain medical Accredited Center of Excellence (ACE) accreditation by the

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- International Academies of Emergency Dispatch (IAED) throughout the term of the agreement;
- c. Provide emergency ambulance dispatch services for all emergency ambulance providers in San Joaquin County in accordance with EMS Agency policies;
  - d. Provide Medical Priority Dispatch System (MPDS) services and EMS 911 and other EMS system call processing as required;
  - e. Provide digital recordings of all emergency and non-emergency phone lines and all radio frequencies and channels;
  - f. Provide single-point ordering for all EMS air ambulance requests in San Joaquin County;
  - g. Provide disaster control facility (DCF) functions for San Joaquin County as required by EMS Agency policy;
  - h. Provide comprehensive and complete CAD-2-CAD data and GPS interfaces with all public safety dispatch centers that provide EMS call processing and first responder dispatch in San Joaquin County;
  - i. Provide EMS data interfaces to EMS Agency's EMS data repositories;
  - j. Provide EMS Duty Officer call intake and notifications services as required by the EMS Agency policies;
  - k. Provide reports and other information as requested by the EMS Agency;
  - l. Provide supervisory or management representatives to meetings and planning sessions as requested by the EMS Agency;
  - m. Dispatch appropriate EMS resources;
  - n. Relay pertinent information to responding EMS resources;
  - o. Monitor and track responding EMS resources; and
  - p. Coordinate with public safety and other EMS providers as needed;
4. The Contractor shall utilize a CAD system that has the capability of:
- a. Assigning EMS response resources based on the MPDS determinant by levels and priority throughout San Joaquin County;
  - b. Providing a "snapshot" of the location and status of ambulances and general status of the system at the time of any given call for service;
  - c. System Status Management (SSM) software that determines locations for ambulance post locations for different system status levels to manage ambulance resources;
  - d. Determining the closest emergency ambulance and estimated response time from any post or location to any emergency call location;
  - e. Estimating response time to each response and recommend potential additional resources based on that time;
  - f. Includes security features preventing unauthorized access and complete audit trail documentation;
  - g. Provides ambulance response levels, priorities, problem nature, transport, dispositions, and other emergency ambulance response information descriptions in accordance with EMS Agency policy;
  - h. Interfaces completely with EMS Agency's EMS data repositories and online

compliance utilities.

5. Contactor shall ensure that the CAD uses an up-to-date geographical database for addresses, streets, roads, and other geographical landmarks. Contactor shall have a process to update the CAD geographical database on a frequent basis, not to exceed every 6 months, with new or modified geographic data from the San Joaquin County Community Development Department Geographic Information Systems (GSI) Division and city planning departments or equivalent as approved by the EMS Agency.
6. Contractor shall ensure that before transferring emergency ambulance dispatch services all historical emergency ambulance response terminology, methodologies, and naming conventions previously established are maintained before commencement of such services.
7. Contractor shall ensure that emergency ambulance response data from the previous 12 months and previous CAD is accessible to the EMS Agency.
8. Contractor shall establish a Performance Standards Committee for the dispatch center which includes representatives of user groups and the EMS Agency.

B. Staffing:

1. The designated emergency ambulance dispatch center shall be staffed with sufficient emergency medical dispatchers and call takers to accomplish the above functions safely.
2. The designated emergency ambulance dispatch center shall provide 24-7 on site supervisory staffing.

C. Dispatcher Training:

Each emergency medical dispatcher shall be certified in EMD by the International Academies of Emergency Dispatch (IAED) and achieve and continuously maintain accreditation as an EMS dispatcher in accordance with EMS Policy No. 2101, EMS Dispatcher Accreditation.

- D. Designated Emergency Ambulance Dispatch Center Management – Contractor shall have a full-time dispatch center Director or equivalent.

E. Continuous Quality Improvement:

The Contractor shall establish a continuous quality improvement (CQI) program for its dispatch center meeting the standards of IAED and EMS Agency policy. It shall address structural, resource, and/or protocol deficiencies as well as measure compliance to protocol standards through ongoing random case review for each emergency medical dispatcher.

F. Medical Priority Dispatch System (MPDS):

The Contractor shall utilize the most recent version (within 1 year) of the Medical Priority Dispatch System (MPDS) medical dispatch protocol system.

G. Radio Communications Equipment:

1. The Contractor shall provide and maintain in good operating condition, radio communication equipment consistent with EMS Agency policies and procedures. Such communications equipment shall be compatible with existing San Joaquin County equipment and be compliant with federal, state, and county communications requirements and remain so during the agreement period.
2. The Contractor shall provide an effective and efficient radio communications plan on common frequencies and incorporate interoperability with first responder organizations.
3. The County has various developed radio towers and vaults throughout the County, which are linked via a microwave system. The County will make space on towers and vaults available to the Contractor on a space available basis, at cost.

H. Digital Audio Recordings:

1. Contractor shall have capabilities for 24-hour, "real time" recordings of all incoming emergency telephone lines and radio frequencies. All radio and telephone communications shall be recorded on digital recording medium and kept for a minimum of 365 days.
2. Contractor shall provide complete and accurate copies of radio recordings and individual CAD records to the EMS Agency within two hours of request.

I. Vehicle Locator Technologies – Contractor shall utilize vehicle locator technologies allowing dispatchers to visually identify the location of all San Joaquin County emergency ambulance resources in the EMS system on a computer screen at all times, ensuring that the closest and most appropriate ambulance is dispatched to every call for emergency service.

J. Continuity of Operations Plan - Contractor shall have a plan to provide for emergency ambulance dispatch during any period of primary dispatch center system failure. Contractor shall have a backup system in place to restore dispatch operations within five minutes of failure of its primary dispatch center.

K. EMS Agency Access and Equipment - Contractor shall provide the EMS Agency with remote CAD access with real-time viewing of deployed ambulance resources, active and pending incidents, and the ability to query data and run reports. The Contractor's CAD system shall include an interface allowing County access to raw CAD data.

- L. PSAP CAD link - Contractor shall have and maintain a connection (CAD to CAD link) between its dispatch center and any PSAP's that provide EMS call processing.

#### **4.9 Vehicles And Equipment**

##### A. Ambulances and other vehicles

1. Contractor shall provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required.
2. Contractor shall equip all ambulances with safety specifications consistent with the Commission on Accreditation of Ambulance Services (CAAS) standards version 4.0.
3. The Contractor shall have sufficient vehicles to provide the level of service proposed, including ambulances, supervisor's vehicles, and any other necessary vehicle.
4. All ambulances used under the contract shall be of Type I, II, or III.
5. All ambulances and supervisory vehicles exceeding 300,000 miles shall be removed from service and replaced with newly procured ambulances or vehicles.
6. The Contractor shall maintain, and provide to the EMS Agency, a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the EMS Agency.
7. The Contractor shall maintain a fully stocked and equipped ambulance fleet which shall always be 133 percent of the planned peaked deployment level for the EOA.
8. No less than 50 percent of such reserve fleet will be unavailable at any time.
9. The EMS Agency shall approve all vehicle designs and logos.

##### B. Ambulance equipment and supplies:

1. Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, State, County ordinance and San Joaquin County EMS Agency policies and procedures.
2. Each ambulance shall be equipped in accordance with EMS Policy No. 4101, EMS Response Vehicle Medication and Equipment.
3. All medical equipment shall be in good repair and safe working order at all times. Contractors shall track all equipment failures through a CQI process.
4. The Contractor shall have sufficient medical equipment so that there is sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.
5. Contractor shall maintain, within the exclusive operating area, a surplus of all required supplies sufficient to sustain operations for a minimum of five days.

C. Radio Communications:

1. The Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with the Contractor's dispatch center, base hospitals, other hospitals, fire agencies, and public safety agencies.
2. Each ambulance shall be equipped at a minimum with:
  - a. VHF and UHF mobile radio in the driver's compartment allowing staff to communicate with dispatch, hospitals, and other responding units and agencies.
  - b. UHF control head, microphone and speaker installed in the patient compartment allowing the attending paramedic to communicate with the base and receiving hospitals.
  - c. Alerting device(s) to notify ambulance personnel of response need.
  - d. Mobile data terminal linked to Contractor's dispatch center.
3. VHF and UHF mobile radio communications equipment must be have at least 45 watt minimum power output and be sufficient to meet or exceed the requirements of County policies and procedures.
4. All on-duty personnel shall be outfitted with portable radios that include an alerting system.

D. Controlled Substances:

The Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) requirements and EMS Agency policies, to govern the storage, inventory, accountability, restocking, and procurement of controlled drugs and substances permitted by the County to be carried and utilized in the provisions of ALS by paramedics.

E. Vehicle Maintenance Program

1. The Contractor's vehicle maintenance program shall be consistent with the Commission on Accreditation of Ambulance Services (CAAS) standards version 4.0.
2. The Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Interior and exterior appearance of vehicles shall be excellent. The Contractor shall remove damaged ambulances from service and, in a timely manner, repair all damage to ambulances with any deficiency that compromises, or may compromise, its performance.
3. Contractor shall routinely clean and disinfect patient areas following each patient transport. In addition, contractor shall have a process for disinfecting patient areas after a potential high risk exposure, and a process to deep clean and decontaminate patient areas on a scheduled basis.
4. Records of vehicle maintenance shall be submitted to the County within five business days of request

#### **4.10 Disaster Preparedness**

A. Disaster Plan -

1. The Contractor shall have a plan for the recall of off-duty personnel to staff ambulances and provide manpower during multi-casualty incidents or declared disasters. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.

B. Incident command

1. At the scene of an MCI the Contractor's personnel and subcontractors personnel shall coordinate and cooperate in accordance with the EMS Agency policies and procedures, including EMS Policy No. 5001, and participate in the Incident Command System (ICS) structure and in accordance with the requirements of the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS). Unity of command and chain of command shall be respected and practiced on all incidents when the Contractor and subcontractor are co responders.

C. Mutual aid and Zone Assist

1. Consistent with EMS Agency policy, Contractor shall render immediate "Zone Assist" and "mutual aid" to those providers of emergency ambulance service operating in Zones D, E, and F of San Joaquin County in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.
2. All medical mutual aid shall be coordinated through the Medical Health Mutual Aid Coordinator (MHOAC) pursuant to California Health and Safety Code §1797.153. If fire mutual aid involves medical mutual aid, the fire mutual coordinator shall coordinate with the MHOAC.
3. To the extent that the Contractor has units available, but consistent with its primary responsibility to provide emergency ambulance and ALS services in Zone X and Zone Y, the Contractor, with County approval, may provide mutual aid outside of San Joaquin County as coordinated through the Medical Health Operation la Area Coordinator (MHOAC). Contractor shall not respond to requests for mutual aid outside of San Joaquin County without the authorization of the MHOAC/EMS Agency.

D. Disaster planning

1. The Contractor shall actively participate with the County in medical disaster preparedness activities. The Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the County and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any EMS Agency approved disaster exercise in which the County disaster plan/multi-casualty incident plan is exercised.

E. Planned surge:

1. Contractor will participate in County's planning process for upcoming events (e.g., inclement weather, large community events, historical surge of call volume/flu season, etc.).
2. Contractor will staff additional units as appropriate for the event and will adjust the system status plan as needed. It will utilize supervisory units as needed.
3. In the event that mutual aid ambulance resources from outside of San Joaquin County are needed to support Contractor's operations, Contractor shall request mutual aid resources through the EMS Agency Duty Officer serving as the Medical Health Operational Area Coordinator (MHOAC).

F. Unplanned surge:

1. In the event of an unplanned surge (e.g., multi-casualty incident, unexpected high-call volume, and requested mutual aid into neighboring counties, Contractor will:
  - a. Issue an alert to on-duty crews and supervisors in all ambulance zones and notify the EMS Agency Duty Officer by email;
  - b. Take action to expedite the return of ambulances back into the EMS system;
  - c. Activate supervisory resources and utilize basic life support (BLS) ambulances to respond to requests as authorized by the EMS Agency;
  - d. Recall off-duty personnel as necessary; and
  - e. Keep the EMS Duty Officer informed.
2. In the event that mutual aid resources from outside of San Joaquin County are needed to support Contractor's operations Contractor shall request mutual aid resources through the EMS Agency Duty Officer serving as the MHOAC. In the event of an immediate need for ambulances to respond directly to the scene of a multi-casualty incident (MCI), Contractor's dispatch may request no more than 5 ambulances to respond from an adjacent county or counties pending notification and approval by the EMS Agency Duty Officer.

**4.11 EMS System Committee Participation**

The Contractor shall designate appropriate personnel to participate in committees identified by the EMS Agency as having an impact on emergency medical services for the County.

**4.12 Public Information and Education Programs**

- A. The Contractor shall participate in the EMS Agency's public education and information program including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury prevention/reduction, and general health and safety promotion.
- B. The Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen cardiopulmonary resuscitation (CPR), emergency preparedness, and injury prevention.

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- C. All press releases related to EMS activities by the Contractor or subcontractor shall be reviewed and approved by the EMS Agency.

#### **4.13 EMS Training Programs**

The Contractor shall make a good faith effort to participate in regularly scheduled training programs with public safety agencies. These may include, but not be limited to, joint training exercises and providing of instructors for EMS training courses and similar activities.

#### **4.14 Non-transporting Response Provider Relationships**

Contractor agrees to return public safety agency personnel who, at the request of the Contractor's ambulance crew, accompany the ambulance crew during transport to their regular duty station following the transfer of patient care at the receiving hospital. Contractor will return personnel at the earliest possible time consistent with its operational responsibilities.

#### **4.15 Receiving Hospital Relationships**

Contractor will provide receiving hospitals with access to and training in the Contractor's electronic prehospital care report system, allowing for the receipt of the completed patient care record (PCR) which has been transmitted after transfer of patient care to the hospital using a secure connection.

#### **4.16 Bariatric Ambulance Service**

- A. Contractor shall maintain and provide at least one bariatric ambulance that is stationed in San Joaquin County. The bariatric ambulance shall be designed to provide safe, dignified transport of the morbidly obese patient. The bariatric ambulance shall have the capacity to accommodate a patient weighing up to 1,600 pounds and shall include an extra wide stretcher, a ramp, and a bed winch. Contractor's personnel shall have training for the safe movement and transport of morbidly obese patients.
- B. Contractor's bariatric ambulances shall be equipped with a system that does not require load and unload lifting of patients by its personnel.
- C. Contractor's bariatric ambulances can be requested by any of its prehospital care personnel or by any first responder, hospital, or public safety answering point within San Joaquin County. It will be staffed by the on-duty supervisor or an alternative crew member. Once dispatched, the unit will respond to the scene, assist in the safe transfer of the patient, and assist the on-scene crew to the destination hospital to ensure limited out-of-service time.

## **SECTION 5: PERSONNEL**

### **5.1 Clinical and Administrative Staffing**

- A. The Contractor shall provide the following clinical and administrative positions:
  - a. Administrative Supervisor(s)
  - b. Deployment Coordinator(s)
  - c. Deployment Scheduler(s)
  - d. Lead Mechanic(s)
  - e. Compliance Manager(s)
  - f. Clinical Manager(s)
  - g. Clinical Supervisor(s)
  - h. Clinical Specialist(s)
  - i. Clinical Data Analyst(s)
- B. The Contractor shall specify how many of each position above will be filled and whether the positions to be filled will be Contractor or subcontractor employees.
- C. The Contractor shall be held accountable for its employees' licensure, performance and actions.
- D. All persons employed by the Contractor in the performance of work under this RFP shall be competent, highly skilled, and shall hold appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession.

### **5.2 Ambulance Staffing**

- A. The Contractor shall, at all times, staff each ambulance with at least one person licensed in the State of California and accredited in San Joaquin County paramedic (EMT-P) and one person certified as an EMT-I or two persons certified as an EMT-I within the State of California in accordance with EMS Agency policies. The Contract Administrator may modify or waive the staffing requirement and authorize the use of Advanced EMT's in accordance with EMS Agency policies and protocols.
- B. The Contractor shall establish a recruitment, hiring, and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed, and/or accredited.

### **5.3 Working Conditions for Ambulance Personnel**

- A. Work schedules and conditions:
  - 1. The Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. The Contractor shall ensure that ambulance personnel working extended shifts, part-

time jobs, and/or voluntary or mandatory overtime are not fatigued to an extent that might impair their judgment or motor skills.

2. Contractor shall establish a fatigue policy, approved by the County, which shall include the prohibition of Contractor's ambulance personnel sleeping on duty while at post or while participating in the SSM plan unless specifically authorized by the EMS Agency Duty Officer or part of an authorized 24 hour shift schedule. The Contractor shall have a process to monitor fatigue as measured by assigned shifts. Information from this process will be used to prevent fatigued personnel from working.
  3. New employee recruitment and screening process: The Contractor shall operate a comprehensive program of personnel recruitment and screening designed to attract and select field personnel to include a pre-hiring assessment of an individual's knowledge, skills, and physical fitness.
- B. Contractor shall use a G-Force Video Collector or equivalent device in all emergency vehicles to improve safety and monitor driver performance. Emergency vehicles shall be equipped with video recording capability including a driver's view camera that is activated when extreme G-forces are placed on the vehicle and when the vehicle is operating emergency lights.
- C. Employee assistance program - The nature of work in emergency medical services may produce stress in pre-hospital care personnel. The Contractor shall maintain an employee assistance program (EAP) for its employees.
- D. Self-Disclosure of a Drug / Alcohol Problem:
1. Contractor shall strongly encourage its employees to proactively inform their supervisor or a human resources representative if they have an alcohol or controlled substance abuse problem. If notified, Contractor shall conduct an investigation into the matter which may include requiring the employee to take an alcohol and/or controlled substances test. If the investigation shows that the employee's disclosure was made proactively (i.e., before being requested by Contractor to submit to drug or alcohol testing and before an incident occurs that could reasonably lead to such request), the employee may be permitted, in lieu of termination, to enter into a written "Last-Chance Agreement" between the employee and Contractor. As part of the Last-Chance Agreement, the employee may be required to take a leave of absence in order to complete appropriate treatment for alcohol and/or controlled substance abuse. Before becoming eligible to return to duty, employees participating in a last-chance agreement must agree and fully comply with all requirements established by Contractor, the County, and the County's Medical Director.
  2. Contractor shall ensure that this program is conducted with a goal of ensuring a non-impaired workforce and protection of patients and others.
- E. ALS Expanded Scope of Practice - Paramedics accredited by the San Joaquin County EMS Agency must complete training in expanded scope of practice skills

and medications approved by the EMS Agency. Contractor shall have a process to conduct expanded scope of practice training of new personnel and regularly evaluate its employees' ability to effectively perform and administer expanded scope of practice skills and medications.

F. ALS Skills Refresher:

1. The EMS Agency's Continuous Quality Improvement Committee (CQI Committee) will, at least annually, identify ALS skills to be refreshed by all paramedics. The Contractor shall be responsible for ensuring that its paramedic personnel complete this training and any other refresher training recommended by the CQI Committee and required by the EMS Agency's Medical Director.
2. Contractor shall have a process in place to evaluate employee's ALS skills performance and provide refresher or remedial training.

G. Physical Fitness Standards:

1. The Contractor shall have a program, for all field personnel, including field supervisors, and including pre-hire testing, annual testing, and remediation for those who fail the annual test, and dismissal for failure to remediate, to ensure that all field personnel, including field supervisors, are physically able to perform their duties in a safe and effective manner. At a minimum Contractor's field personnel shall be able to:
  - a. Lift and carry a standard airway resuscitation bag and monitor-defibrillator up six flights of stairs within two minutes and then immediately perform chest compressions on a standard CPR mannequin for two minutes at a rate of 80 to 100 compressions per minute.
  - b. Drag a 165 lb. dummy 15 feet.
  - c. Unload/reload a 165 lb. stretcher in and out of an ambulance.
2. Contractor shall maintain its program offering discounted gym memberships for its San Joaquin County employees.

H. Management and Supervision:

1. The Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. The Contractor shall provide at least one Field Supervisor for every 12 ambulances on duty, 24 hours per day, working 12-hour shifts. Field Supervisors shall not be regularly tasked or assigned to perform administrative duties except for filling immediate scheduling needs due to call offs, personnel calling in sick calls, or other immediate staffing issues. Field Supervisors shall serve as a resource for crews and primarily focus on the oversight of field operations, system status management, ambulance availability, ambulance patient offload delays, multi-casualty incident management, and other operational concerns. Field Supervisors may be a combination of currently licensed paramedics with current accreditation by the San Joaquin County EMS Agency and EMT-I personnel but in no case shall there be less than one paramedic Field Supervisor available to the EMS System 24/7.

2. In addition to responding to the needs of the Contractor's personnel, Field Supervisors shall immediately respond to any request by the County or public safety personnel from within Zone X and Zone Y and shall be authorized to act on behalf of the Contractor.
- I. Orientation of New Personnel:
1. The Contractor shall ensure that field personnel are properly oriented before being assigned to work in the EMS system. The orientation shall include, at a minimum:
    - a. An overview of the San Joaquin County EMS system;
    - b. EMS policies and procedures including patient destination, trauma triage, and patient treatment;
    - c. Radio communications with and between the ambulance, base hospital, receiving hospitals, and dispatch center;
    - d. Map reading skills, including key landmarks, routes to hospitals and other major receiving facilities;
    - e. Emergency response areas within the County and in surrounding areas; and
    - f. Ambulance equipment utilization and maintenance, in addition to the Contractor's policies and procedures.
  2. Contractor shall be responsible for providing the pre-accreditation field evaluation phase of the County paramedic accreditation process for its personnel.
- J. In-service Training and Prospective Evaluation:
1. The Contractor shall have processes for ensuring personnel are prepared to perform the services required by this RFP including but not limited to:
    - a. A process, to train EMT personnel to assist the EMT-P in the provision of advanced life support patient care.
    - b. A process designed to teach, assess, and ensure each employee's mastery of EMS Agency policies and procedures.
    - c. A process to teach, assess and improve patient care documentation.
    - d. A process of on-going leadership training and employee development for all supervisors and program leaders.
- K. Driver-training - The Contractor shall maintain an on-going driver-training program for ambulance personnel.
- L. Identification - Contractor shall issue to all ambulance staff and field interns a photo identification card, approved by the EMS Agency. Contractor shall ensure that all on-duty ambulance personnel, field interns and observers have in their possession a valid Contractor photo identification card.
- M. Professionalism and Courtesy - The conduct and appearance of the Contractor's personnel must be professional and courteous at all times.
- N. Preparation for Multi-patient Response:

1. The Contractor shall ensure that all ambulance personnel and supervisory staff are trained and prepared to assume their respective roles and responsibilities under the San Joaquin County Multi-Casualty Medical Incident (MCI) and disaster plans, including:
  - a. Ambulance strike team leader training (field supervisors, and alternate field supervisors);
  - b. ICS-100 training (all personnel);
  - c. ICS-200 training (supervisory personnel);
  - d. ICS-300 training (supervisory personnel);
  - e. ICS-400 training (Incident personnel designated as Leaders/Supervisors – MGS etc)
  - f. IS-700 training (all personnel);
  - g. IS-800 training (supervisory personnel);
  - h. County-approved MCI training course; and
  - i. Hazardous materials first responder awareness (FRA) training;
  - j. Hazardous materials first responder operations (FRO) training (supervisory personnel).
2. EMS Agency will provide the current MCI plan to Contractor and will notify Contractor of any changes to such plan.

O. Safety and Infection Control:

1. Contractor shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when in the scope of their employment.
2. The Contractor shall have a County approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.
3. Contractor shall notify the County within five business days of any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's San Joaquin County operations.
4. Contractor shall, upon request, furnish documentation satisfactory to County's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

## **SECTION 6: QUALITY/PERFORMANCE**

### **6.1 Clinical Excellence and Quality Improvement (QI)**

- A. The Contractor shall, throughout its organization strive for clinical excellence. This includes, but is not limited to:
1. Clinical care and patient outcome.
  2. Skills maintenance/competency.
  3. Mastery of EMS Agency policies and procedures.
  4. Patient care and incident documentation.
  5. Evaluation and remediation of field and dispatch personnel.
  6. Measurable performance standards.
  7. The Contractor's ability to implement and operationalize its QI plan.
- B. Services and care delivered must be evaluated by the Contractor's internal quality improvement program, and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance, to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of Contractor's services. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the Agreement standards, Contractor may be found to be in major breach of their contract and promptly replaced in order to protect the public health and safety.
- C. The Contractor shall have a process to remediate prehospital care personnel for failure to meet clinical excellence standards.

### **6.2 Quality Improvement (QI) Program**

- A. The Contractor shall establish a comprehensive emergency medical services system quality improvement (QI) program meeting the requirements of Section 100402, Title 22, California Code of Regulations (EMS System Quality Improvement) and EMS Agency policy No. 6620.
- B. The program shall be designed to interface with the EMS Agency's quality management program, including participation in system related quality improvement activities. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be

implemented and then evaluated. The program shall describe customer service practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.

- C. Desirable features for the QI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education.
- D. The Contractor's QI program shall be capable of identifying significant clinical errors and deviations from EMS Agency policy and initiating corrective action to prevent future occurrences in a time appropriate manner.
- E. The Contractor shall participate in the EMS Agency's QI program and make available all relevant records for program monitoring and evaluation.

### **6.3 Quality Improvement Plan Evaluation**

- A. Contractor shall:
  - 1. Review its QI plan annually for appropriateness to the Contractor's operation and revise as needed.
  - 2. Provide the County with an annual report and a revised QI plan. The annual report shall include all evaluation metrics, corrective actions, and performance improvement plans implemented during the preceding 12 months.
  - 3. Submit monthly and quarterly QI reports as required by the CQI Council and EMS Agency policy.
  - 4. Develop an individual or system performance improvement plan (PIP) when the QI program identifies a need for improvement. If the area identified as needing improvement includes clinical performance or adherence to EMS Agency policy, collaboration with and approval from the EMS Agency Medical Director or his/her designee is required.

### **6.4 Key Performance Indicator (KPI) Score Card and Penalty Relief**

- A. The EMS Agency has identified benchmarks and key performance indicators (KPI) in bundles of care that impact the patient's probability of a positive outcome. These criteria and benchmarks are based on standards set by data-driven research or other respected EMS organizations. Contractor shall strive to successfully achieve the KPI bundles each reporting period.
- B. The KPI bundles will be evaluated and compiled every three (3) months. For each KPI bundle that is successfully achieved, a percentage of penalty relief will be assessed for the following 3-month reporting period. Conversely, if no KPI bundles are met, penalties will be assessed for the following 3-month reporting period to incentivize superior clinical quality.
- C. **Exhibit G** contains the Contractor Score Card that includes the KPI bundles and expected standard benchmarks that the Contractor must meet to reduce penalties assessments. The EMS Agency Medical Director and EMS Administrator may revise

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the included criteria and related standard benchmarks as clinical research, and other factors determine the optimal care path and customer-service experience for EMS patients.

### **6.5 Dispatch Quality**

As it relates to its emergency ambulance dispatch operation, Contractor's QI program shall meet the standards established by the EMS Agency to include but not limited to System Status Management (SSM) of the EOA and other ambulance deployment procedures, and integrated into IAED QI requirements to address protocol deficiencies as well as measure compliance to minimum protocol compliance standards.

### **6.6 Inquiries and Complaints**

- A. The Contractor shall respond to EMS Agency inquiries about service and/or complaints within one business day of notification.
- B. The Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

### **6.7 Unusual Occurrences and Complaints**

- A. The Contractor shall notify the EMS Agency of all incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements.
- B. The Contractor shall complete an incident, sentinel event, or unusual occurrence report within the time frame required by EMS Agency policies. Contractor shall agree to cooperate fully with the EMS Agency in the investigation of any incident, sentinel event, or unusual occurrence.

## **SECTION 7: DATA AND REPORTING**

### **7.1 Electronic Patient Care Record System**

- A. Contractor shall utilize an electronic patient care report (ePCR) system that is National EMS Information System (NEMIS) compliant and HL7 compatible, for patient care documentation on all patient contacts including non-transport.
- B. An ePCR shall be accurately completed by Contractor's personnel to include all County-prescribed data, and all such information shall be submitted and distributed according to EMS Agency policy.
- C. The Contractor shall transmit an ePCR to the receiving hospital in accordance with EMS Agency policy. Alternatively, Contractor shall provide the receiving hospital with access to its ePCR system when the ePCR is completed.
- D. The Contractor's ePCR system shall allow for the timely transmission of required data elements to the EMS Agency in a digital format that allows direct import into the EMS Agency's database in order to allow full Countywide integration of ePCR and CAD data.
- E. The Contractor's ePCR system shall be compatible with both NEMIS and EMS Policy No. 6301. Any discrepancy between NEMIS and EMS Agency policy shall be resolved in favor of compliance with EMS Agency policy. The EMS Agency shall have sole discretion to determine whether Contractor complies with EMS Agency policy.
- F. The Contractor's ePCR system must be capable of capturing and accurately reporting the California EMS Authority's Core Measures.

### **7.2 Data Use and Reporting Responsibilities**

- A. The Contractor shall submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by the County.
- B. The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as required by County.
- C. Contractor shall provide computer-aided dispatch data to the County, in an electronic format acceptable to the County, on a monthly basis. Computer-aided dispatch (CAD) data shall include, as a minimum, records for all emergency ambulance requests received at the Contractor's dispatch center. Each computer-aided dispatch record submitted to the County shall, as a minimum, contain the data fields required by San Joaquin County EMS Policies and Procedures.

### **7.3 Personnel Records**

- A. Contractor shall maintain current records related to EMT, EMT-P, and EMD licensing, accreditation, certification, and continuing education.
  - 1. Upon request, Contractor shall provide the County with a list of EMTs currently employed by the Contractor. Information shall include, but not be limited to, name and EMT certification number.
  - 2. Upon request, Contractor shall provide the County with a list of EMT-Ps currently employed by the Contractor. Information shall include, but not be limited to, name and EMT-P license number.
  - 3. Upon request, Contractor shall provide the County with a list of Emergency Medical Dispatchers currently employed by the Contractor or by any dispatch agency utilized by the Contractor to meet the requirements of this RFP. Information shall include, but not be limited to, name and certification number.

### **7.4 Audits and Inspections**

- A. Contractor shall retain and make available for inspection by the County during the term of the Agreement and for at least a three-year period from expiration of the Agreement all documents and records required and described herein.
- B. At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives, including EMS Agency representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for County examination and audit, all contracts (including union contracts), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by the Agreement.
- C. County representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.
- D. The County's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.

## **SECTION 8: SUBCONTRACTS**

### **8.1 Relationships and Accountability**

- A. Should the Contractor seek to utilize subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from EMS Agency, and assure the EMS Agency that each of the Subcontractor(s) is professionally prepared for and understands its role within the system.
1. The Contractor shall provide clear evidence that the scope of service designed for the Subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
  2. If the subcontract(s) and associated scope of service is approved, the Contractor shall be accountable for the performance of the Subcontractor(s).
  3. The inability or failure of any Subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
  4. The Contractor shall designate a management liaison to work with the San Joaquin County EMS Agency in monitoring compliance of Subcontractors with contractual and system standards.

### **8.2 General Subcontracting Provisions**

- A. All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to EMS Agency.
1. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
  2. Nothing in the Agreement, or in any subcontract, shall preclude the EMS Agency from monitoring the EMS activity of any subcontractor.
  3. There shall be a section in each subcontract requiring prior approval from the EMS Agency before any subcontract may be modified.
  4. The Contractor shall assure that the subcontractors cooperate fully with the County.
  5. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

### **8.3 Performance Criteria**

All Subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and penalties for non-compliance.

## SECTION 9: ADMINISTRATIVE REQUIREMENTS

### 9.1 Performance Security

- A. The Contractor shall obtain, prior to commencement of operations, and maintain throughout the term of the Agreement, performance security. This performance security shall include all of the following:
1. A performance bond in the amount of \$2 million dollars (“Initial Bond”) for Zone X and \$250,000 dollars for Zone Y. The performance bonds shall be issued by an admitted surety licensed in the State of California and acceptable to the County. The language of the Initial Bond shall recognize and accept the Agreement requirement for immediate release of funds to the County upon determination by the County that the Contractor is in major breach of the Agreement or County Ordinance and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the County.
  2. The performance bonds furnished by the Contractor in fulfillment of this requirement shall provide that such bonds shall not be canceled for any reason except upon 30 calendar days written notice to the County of the intention to cancel said bonds. The Contractor shall, not later than 20 days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, the Contractor shall provide replacement security acceptable to the County within 20 days of such occurrence.
  3. As may be permitted by Contractor’s existing lines of credit and financing agreements, grant a first priority lien in favor of the County in all equipment, including vehicles, and supplies required to perform its obligations under its agreement with San Joaquin County and allowing County to physically hold the titles (“pink slips”) to all vehicles.
  4. In the event that Contractor occupies any space that serves its San Joaquin County Agreement, including but not limited to ambulance stations, maintenance facilities, and its dispatch center, through a lease or other contract with a third party, the Contractor will use its best efforts to include a provision in its lease or other contract with a third party that shall allow the County or the County’s designee (as an intended third party beneficiary) to assume the rights and obligations of the Contractor upon written notice by the County to the third party. The County’s obligations under the lease or other contract shall be limited to only those obligations which accrue during the period the County shall assume the rights and obligations of Contractor. After assuming the lease or other contract, the County shall have the right to assign the lease or other contract to its designee or to terminate the lease or other contract. In either case, the County shall have no liability to the third party for obligations which accrue following the

County's assignment of the lease or other contract to the County's designee or upon the County's termination of the lease or other contract.

5. The County, from time to time, may request that Contractor execute and record, at the sole cost and expense of Contractor, such additional security agreements and financing statements reasonably required in order to perfect the County's security interest granted by Contractor in all equipment and supplies. If Contractor fails to execute any additional security agreements and financing statements within thirty days of the County's written request, the County may without waving any other rights or remedies, exercise its rights as holder of the performance bond under this section.
6. Failure of the successful bidder to meet these performance security requirements after the successful bidder has been selected, and prior to contract start date, shall result in forfeiture of the award.

## **9.2 Takeover**

- A. In addition to all other rights and remedies of the County, the County as the secured party shall have the right to take possession of the equipment and supplies for the purpose of providing ambulance services within San Joaquin County until such time as the County can contract with another provider of ambulance services. County may also elect to sell some of the equipment and supplies and utilize these funds for the purpose of ensuring continuation of ambulance services in the County.
- B. In addition, if the County determines that a major breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health and safety are endangered, and after the Contractor has been given notice and reasonable opportunity to correct such deficiency, the Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/ replacement which shall be effected within 72 hours after a finding of major breach by County.

## **9.3 Insurance**

- A. The Contractor, at its sole cost and expense, shall obtain maintain, and comply with all County insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to County Counsel and County Risk Management and shall be primary coverage as respects County.
- B. Types of Insurance and Minimum Limits
  1. General Liability. The Contractor shall obtain and keep in force during the term of the contract general liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program in the amount of not less than \$5 million for combined single limit bodily injury and property damage with a \$5 million umbrella policy, including coverage for (a) bodily injury, (b) personal injury (c) broad form property damage, (d) contractual liability and (e) cross-liability.
  2. Professional Liability. The Contractor shall obtain and keep in force during the term of the contract professional liability insurance issued by an insurance

company authorized to do business in the State of California or a statutorily permissible self-insurance program in the amount of not less than \$5 million primary coverage.

3. Automobile Insurance. The Contractor shall obtain and keep in force during the term of the contract comprehensive automobile liability insurance for each of the Contractor 's vehicles used in the performance of its Agreement, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program in the sum of not less than \$5 million for combined single limit bodily injury and property damage.
4. Worker's Compensation Insurance. All employees of the Contractor must be covered by Worker's Compensation Insurance Policy, in the minimum statutorily required coverage amounts.

C. Other Insurance Provisions

1. Additional Insured. The Contractor shall maintain insurance policies for the above outlined requirements, which contain endorsements naming the County as additional insured for general liability, professional liability, and auto liability.
2. Hold Harmless. The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees from all claims, demands or liability arising out of or encountered in connection with this Agreement or performance under it, whether such claims, demands, or liability are caused by provider, provider's agent or employees, excepting only such injury or harm as may be caused by County's fault or negligence. The obligation to indemnify, defend and hold harmless is not limited to insurance proceeds. Such indemnification shall extend to claims, demands, or liability for injuries occurring after performance under the Agreement.
3. Cancellation. All insurance policies shall include language requiring a 30-day notice to be given to the Permit Officer prior to cancellation, modification or reduction in limits.
4. Evidence of Insurance. Prior to the starting date of the contract and during the term of the contract, a Certificate of Insurance indicating compliance with all insurance requirements shall be filed with the County.

**9.4 Billing and Collection System**

- A. Billing and collections system – The Contractor shall utilize a billing and collections system or vendor that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims.

- B. Contractor shall provide for a local or toll-free telephone number for all patient questions, complaints, or disputes made from locations within the County. Contractor shall provide prompt response to any queries or appeals from patients.

**9.5 Annual Financial Review**

- A. Contractor shall submit a Year-end Financial Report to the Contract Administrator. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with Generally Accepted Accounting Principles. Statements shall be available to the Contract Administrator on an annual basis within 120 calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Joaquin County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Joaquin County contract services available to the County at County's request.
- B. Contractor agrees that all revenue generated using personnel or equipment expensed as described in this Agreement, as well as the subsidy paid by any government entity within San Joaquin County will be credited to San Joaquin County revenues.
- C. Contractor shall maintain separate financial records for emergency ambulance transport services provided pursuant to this Agreement in accordance with generally accepted accounting principles.
- D. Contractor shall maintain separate financial records for any revenue received by participation in the Public Provider Ground Emergency Medical Transportation (PP-GEMT) Intergovernmental Transfer Program.
- E. Contractor shall submit Year-end financial reports to the Contract Administrator as to all expenses used from revenue received from PP-GEMT.
- F. If deemed necessary, EMS Agency may initiate an independent financial audit of Contractor's San Joaquin County operation. Contractor shall reimburse County for fees charged to the County by the independent financial auditor, not to exceed \$50,000.

## SECTION 10: FISCAL REQUIREMENTS

### 10.1 General Provisions

- A. As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- B. All reports provided by Contractor shall be in accordance with Generally Accepted Accounting Principles and be based on an accrual system.
- C. Fiscal year for reporting purposes of this agreement will be January 1 to December 31.
- D. Contractor shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of five years from the end of the reporting period to which they pertain. Contractor will provide County or its designee access to all records for analytical purposes.

### 10.2 Billing and Collections

- A. Ambulance Charges
  - 1. Rates – Approved rates beginning May 1, 2026, are located in **Exhibit D**.
  - 2. External Billing – Contractor shall provide the EMS agency a copy of any subcontract for billing services within 30 days of final execution.
  - 3. Rate Adjustment – On May 1, 2027 and annually thereafter during the term of this agreement, the Contractor will be allowed annual opportunities for rate adjustments based on the average of 1) the San Francisco Area for All Urban Consumer Price Index (CPI ) and 2) the U.S. for All Urban Medical Care Services CPI for the most recent 12 months. The CPI rate will be adjusted based on the most recent 12-month Contractor payor mix for Medi- Cal and private-pay/charity percentages. The table below is an example of a rate adjustment.

Rate Adjustment Example	
San Francisco Bay Area CPI 12-month change	3.1%
Divided by (100% - Medi-Cal/Private Pay)	50.0%
Rate Increase	6.2%

- 4. To ensure a fair and appropriate cost to residents and visitors to the County, the Contractor’s reported revenue surplus will be considered before any rate change.

5. Contractor may increase its rates as specified herein. These new rates shall take affect no sooner than thirty days after notification to the Contract Administrator of the new rates, and Contractor's submission of compiled year-end financial statements for San Joaquin County ambulance operations and emergency ambulance dispatch.
6. Contractor may request, and EMS Agency at its sole discretion may approve, an increase in patient charges to mitigate unforeseen financial impacts of events that are beyond Contractor's control (e.g., statutory changes, significant decrease in Medicare payments).

B. Medicare and Medi-Cal – Contractor shall accept Medicare and Medi-Cal assignment.

C. Medical Assistance Program and Correctional Health Services – Contractor shall accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the County's Medical Assistance Program (MAP) and for all inmates and jail detainees for whom the County is financially responsible.

D. Compassionate Care Policy:

1. Contractor shall establish and maintain a compassionate care policy to remove the financial burden of ambulance transport for qualified patients, as approved by the Contract Administrator.
2. Contractor's Compassionate Care Program shall identify those patients who do not have third-party insurance and who are within 200% of the federal poverty level. Based upon this criterion, patients enrolled in the program shall be eligible for no-cost service. In situations where patients can demonstrate some means to pay but are unable to do so within 30 days and a third-party alternative is not available, a discount and payment plan based on the individual patient situation shall be established. Contractor shall adjust the compassionate care thresholds annually, based on the published federal poverty levels.

### **10.3 Reporting Responsibilities**

During the Service Period, Contractor shall provide the documents and reports as shown in **Exhibit E**.

### **10.4 Penalties, Fees**

- A. Contractor shall be liable for the penalties and fines shown in **Exhibit C**.
- B. Payment Methodology – County will make final penalty determinations and invoice the Contractor. Contractor shall pay the County monthly for any penalties upon receipt and acceptance by the County of performance reports with penalties identified for the previous calendar month.
- C. Penalty Disputes – If the Contractor disputes the County’s response time calculation, or the imposition of any other penalties, the Contractor may appeal to the EMS Agency in writing within 10 business days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. Health Care Services Agency Director shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor and Health Care Services Director within 30 business days of receipt of such requests. The decision of the Health Care Services Director regarding such matters shall be final.
- D. Use of Penalty Monies – Penalty monies shall be expended in a manner that benefits the EMS system as determined by the sole discretion of the County.

## **SECTION 11: GENERAL CONTRACT REQUIREMENTS**

### **11.1 : Termination for Cause**

Provided there has been at least sixty (60) days prior written notice and an opportunity to cure, either party may terminate this agreement at any time for cause or for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.

“Major breach” shall include, but not be limited to, conduct by Contractor, Contractor’s employees, or Contractor’s subcontractors which affect the public health and safety as follows:

- A. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables County and Contractor to remain in substantial compliance with the requirements of federal, State, and local laws, rules and regulations;
- B. Willful falsification of information supplied by Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to this contract;
- C. Chronic or persistent failure of Contractor’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by Contractor;
- D. Failure to comply with response time compliance area performance requirements in any single subzone for three consecutive months, or for any four months in a rolling 12-month period, or six of any combined subzones in a rolling 12-month period;
- E. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein or offered by Contractor in its response to County’s RFP, and accepted by County;
- F. Failure to participate in the established Continuous Quality Improvement program of the San Joaquin County EMS Agency, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
- G. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor’s submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by County as provided for herein;
- H. Chronic or persistent failure to comply with conditions stipulated by County to correct any minor breach conditions;
- I. Failure of Contractor to cooperate and assist County in the investigation or correction of any minor or major breach of the terms of this contract;
- J. Failure by Contractor to cooperate with and assist County in its takeover or replacement of Contractor’s operations after a major breach has been declared by County, as provided for herein, even if it is later determined that such default never

occurred or that the cause of such default was beyond Contractor's reasonable control;

- K. Failure to assist in the orderly transition, or scaling down of services upon the end of the exclusive operating area (EOA) agreement if a subsequent EOA agreement with Contractor is not awarded;
- L. Failure to comply with required payment of fines or penalties within 30 days written notice of the imposition of such fine or penalty;
- M. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
- N. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
- O. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;
- P. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the San Joaquin County EMS Agency or other oversight agency;
- Q. Any other willful acts or omissions of Contractor that endanger the public health and safety; and
- R. Failure to timely prepare and submit the required annual audit.

### **11.2 Declaration of Major Breach and Takeover/Replacement Service**

- A. If the San Joaquin County Board of Supervisors determines at a public hearing that a major breach has occurred, and if the nature of the breach is, in the Board's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/ replacement which shall be effected within 72 hours after finding of major breach by the Board of Supervisors.
- B. Contractor shall provide the ambulances and crew stations in San Joaquin County to County, in mitigation of any damages to County, resulting from Contractor's breach or failure to perform. However, during County's takeover of the ambulances and equipment, County and Contractor will be considered lessee and lessor, respectively.
- C. If Contractor is not capable of commencing all services by December 1, 2026, the EMS Agency may at its sole discretion consider this a major breach of the Agreement.

### **11.3 Dispute After Takeover/Replacement**

- A. Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying,

County of San Joaquin and CENCAL Fire and EMS Authority  
Emergency Ambulance and Dispatch Services Agreement

in any way, the immediate takeover/replacement of operations by County. Neither shall such dispute by Contractor delay County's access to Contractor's performance security.

- B. Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to County, 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 determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with County to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this ordinance, even if it is later determined that the original declaration of major breach was made in error.

#### **11.4 Breach Not Dangerous To Public Health and Safety**

If County declares Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety , Contractor may dispute County's claim of major breach prior to takeover/replacement of Contractor's operations by County.

#### **11.5 Liquidated Damages**

- A. The unique nature of the services that are the subject of this Agreement requires that, in the event of major default of a type that endangers the public health and safety, County must restore services immediately, and Contractor must cooperate fully to affect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of Contractor's operations by County, it would be difficult or impossible to distinguish the cost to County of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to County during an interim period, and the cost of recruiting a replacement for Contractor from the normal cost to County that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or County's costs during takeover and interim operations.
- B. For these reasons, this liquidated damages provision is a fair and necessary part of this Agreement. The minimum amount of these additional costs to County (e.g., costs in excess of those that would have been incurred by County if the default had not occurred) could be not less than the amount Contractor spends to provide services in San Joaquin County during a six month period, even assuming County's takeover/replacement management team is fully competent to manage the previously contracted functions.
- C. Therefore, in the event of such a declared major breach and takeover/replacement by County of Contractor's services, Contractor shall pay County the Initial Bond set

forth in Section 9.1 as liquidated damages.

### **11.6 County Responsibilities**

In the event of termination, County shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.

### **11.7 “Lame Duck” Provisions**

If Contractor fails to win the bid in a subsequent bid cycle, County shall depend upon Contractor to continue provision of all services required under this Agreement until the winning contractor takes over operations. Under these circumstances, Contractor would, for a period of several months, serve as a “lame duck”. To ensure continued performance fully consistent with the requirements of this Agreement throughout any such “lame duck” period, the following provisions shall apply:

- A. Throughout such “lame duck” period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to the subsequent winning contractor;
- B. Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor’s service and operating costs to maximize profits during the final stages of this contract; and
- C. Contractor may reasonably begin to prepare for transition of service to the new Contractor during the “lame duck” period, and County shall not unreasonably withhold its approval of the outgoing Contractor’s requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor’s performance during such “lame duck” period, and so long as such transition activities are prior-approved by County.

### **11.8 Retention and Audit of Records**

Contractor shall retain records pertinent to this Agreement for a period of not less than five years after final payment under this Agreement or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the San Joaquin County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five years after final payment under this Agreement.

### **11.9 Indemnification for Damages, Taxes and Contributions**

Contractor shall exonerate, indemnify, defend, and hold harmless County from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractor’s performance under the terms

of this contract, excepting any liability arising out of the sole negligence of County. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons.

- B. Any and all federal, State and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, and social security and payroll tax withholding).

### **11.10 Equal Employment Opportunity**

During and in relation to the performance of this Agreement, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age, veteran status, or any other non-merit factor unrelated to job duties.
- C. In the event of Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders Contractor may be declared ineligible for further agreements with County.
- D. Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under this agreement by a subcontractor compensated more than \$50,000 and employing more than 15 employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### **11.11 Independent Contractor Status**

Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

**11.12 Non-assignment and Non-delegation**

Contractor shall not assign or delegate this Agreement without the prior written consent of County.

**11.13 Oversight and Monitoring Costs**

Contractor shall pay the County an annual fee for the cost of monitoring Contractor’s operational and clinical performance and other compliance with the terms of this Contract. The monitoring fee for each EOA for the first year of this agreement is listed below:

<b>Zone</b>	<b>Oversight Amount</b>
<b>X</b>	\$1,062,742
<b>Y</b>	\$144,919

The monitoring fee shall be increased annually based on the equivalent CPI found in Section 10.2.

One quarter of the annual fee shall be due thirty (30) days after each quarter following the commencement of this agreement.

The County warrants and represents that the payments made by Contractor to County shall be less than or equal to the County’s actual costs to provide those services and oversight under this Agreement. 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

**11.14 Entire Agreement**

This Agreement, the RFP, Contractor’s Proposal, and the exhibits attached hereto constitute the entire Agreement between County and Contractor and supersede all prior discussions and negotiations, whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

**11.15 Binding on Successors**

This Agreement ensures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors and assigns.

**11.16 Captions**

The captions heading the various sections of this Agreement are for the convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine or neutral gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

**11.17 Controlling Law and Venue**

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective Rights and obligations of the Parties shall be governed by, the Laws of the State of California without regard to the principles of conflicts of law. Venue for all matters arising from this agreement is limited to San Joaquin County, California.

**Exhibit A**

**FIRST AMENDMENT OF AGREEMENT A-26-26:**

**AGREEMENT WITH CENCAL FIRE AND EMS AUTHORITY FOR EMERGENCY AMBULANCE AND DISPATCH SERVICE IN SAN JOAQUIN COUNTY ZONE X AND ZONE Y.**

This First Amendment of Agreement A-26-26 made and entered into this day \_\_\_\_\_, 2026, by and between the Parties to the Agreement with CENCAL Fire and EMS Authority (CENCAL) for Emergency Ambulance and Dispatch Service in San Joaquin County Ambulance Zone X and Zone Y (the "Agreement"), the County of San Joaquin ("County"), and CENCAL ("Contractor"). Collectively, the County and the Contractor are the "Parties."

WITNESSETH:

WHEREAS, on February 10, 2026, this Board approved the Agreement with Contractor for exclusive emergency ambulance and dispatch services in ambulance Zone X and Zone Y for the period May 1, 2026, to May 1, 2031 (A-26-26);

WHEREAS, on April 16, 2026, County was made aware that Contractor was unable to secure the performance security requirement through a traditional bond as was required in said Agreement;

WHEREAS, the County evaluated funding the performance security by requiring the Contractor to establish a deposit fund to the County by the Contractor over a short period of time and found this acceptable;

WHEREAS, the Parties hereto now desire to execute the First Amendment to allow for quarterly installments to fund the performance security over a period of 18 months and add additional insurance requirements;

NOW, THEREFORE, it is mutually agreed by and before the parties hereto as follows:

Section 9.1 is amended to read:

**9.1 Performance Security**

A. The Contractor shall establish, and maintain throughout the term of the Agreement, a performance security. This performance security shall include all of the following:

1. The Contractor shall establish and maintain \$2,250,000 (Two Million Two Hundred and Fifty Thousand Dollars) on deposit with the County. An amount of \$2,000,000 (Two Million Dollars) will be allocated for Zone X and an amount of \$250,000 (Two Hundred and Fifty Thousand Dollars) will be allocated for Zone Y. All interest accrued is the property

of Contractor and shall be forwarded to Contractor by County on an annual basis.

2. The Contractor shall establish this performance security through quarterly installments of \$375,000 (Three Hundred Seventy-Five Thousand Dollars) over the first 18 months of the Agreement. The first installment of the performance security shall be received no later than August 1, 2026, and invoiced by County quarterly thereafter until fully funded.
3. Contractor agrees to the immediate release of funds to the County upon determination by the County that the Contractor is in major breach of the Agreement or violation of County Ordinance and that the nature of the breach or violation is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor shall be initiated and resolved only after release of the funds to the County.
4. As may be permitted by Contractor's existing lines of credit and financing agreements, grant a first priority lien in favor of the County in all equipment, including vehicles, and supplies required to perform its obligations under its agreement with San Joaquin County.
5. In the event that Contractor occupies any space that serves its San Joaquin County Agreement, including but not limited to ambulance stations, maintenance facilities, and its dispatch center, through a lease or other contract with a third party, the Contractor will use its best efforts to include a provision in its lease or other contract with a third party that shall allow the County or the County's designee (as an intended third party beneficiary) to assume the rights and obligations of the Contractor upon written notice by the County to the third party. The County's obligations under the lease or other contract shall be limited to only those obligations which accrue during the period the County shall assume the rights and obligations of Contractor. After assuming the lease or other contract, the County shall have the right to assign the lease or other contract to its designee or to terminate the lease or other contract. In either case, the County shall have no liability to the third party for obligations which accrue following the County's assignment of the lease or other contract to the County's designee or upon the County's termination of the lease or other contract.
6. The County, from time to time, may request that Contractor execute and record, at the sole cost and expense of Contractor, such additional security agreements and financing statements reasonably required in order to perfect the County's security interest granted by Contractor in all equipment and supplies. If Contractor fails to execute any additional security agreements and financing statements within thirty days of the

County's written request, the County may without waving any other rights or remedies, exercise its rights as holder of the performance security funds under this section.

7. Failure of the Contractor to meet these performance security requirements shall be a major breach of contract.

Section 9.3 is amended to add sections B.5. and B.6. as follows:

### **9.3 Insurance**

5. Cyber Insurance. No later than 60 days after commencement of services under this Agreement, Contractor shall obtain Cyber Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Medical – Malpractice. No later than 60 days after commencement of services under this Agreement, Contractor shall provide and maintain throughout the term of this Agreement occurrence-based medical malpractice coverage, either through self-insurance or the purchase of insurance policies, to cover professional liabilities and to protect, defend and indemnify County, its EMS Medical Director and employees from and against any and all liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorneys' fees), which directly or indirectly arise out of the professional services provided by Contractor to pre hospital patients under this Agreement with limits per insured not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) per year in the aggregate. Contractor's responsibility to provide medical malpractice insurance under this Agreement shall not include any liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorneys' fee) that arise directly or indirectly from services provided to persons other than County Patients. Upon request by County, Contractor shall provide County with a certificate of insurance; or if self-insured, a copy of evidence of same.

The effective date of this Amendment is the date the last Party representative signs this Amendment.

In all other respects except as herein amended, the Agreement dated February 10, 2026, shall remain unchanged.

**COUNTY OF SAN JOAQUIN**  
**A political subdivision of the State of California**

**CONTRACTOR**  
**CENCAL Fire and EMS Authority**

By: \_\_\_\_\_  
Sukhminder S. Dhaliwal, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Jeff Ramsey, Chairperson,  
CENCAL Fire and EMS Authority

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: Rachel DeBord  
Clerk of the Board of Supervisors of the  
County of San Joaquin State of California

Approved AS TO FORM:

By: \_\_\_\_\_  
Rachel DeBord,

Signed by:  
*Rachael Allguier*  
By: \_\_\_\_\_  
480202B41FD948C...  
Rachael Allguier,  
Deputy County Counsel

Date: \_\_\_\_\_

Date: 4/23/2026

### Certificate Of Completion

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Christine Tualla

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Stockton, CA 95202

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ctualla@sjgov.org

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ctualla@sjgov.org

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### Signature

### Timestamp

Rachael Allgaier

rallgaier@sjgov.org

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### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Jared Bagwell

jbagwell@sjgov.org

EMS Administrator

San Joaquin County EMS Agency

Security Level: Email, Account Authentication (None)

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### Timestamp

### Notary Events

### Signature

### Timestamp

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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		