

AGREEMENT

FOR THE PROVISION OF
ADVANCED LIFE SUPPORT (ALS) TRANSPORT SERVICES

Between

THE CITY OF SAN MARCOS AND
SAN MARCOS FIRE PROTECTION DISTRICT

And

SAN MARCOS FIRE DEPARTMENT

August 25, 2009

AGREEMENT FOR ADVANCED LIFE SUPPORT TRANSPORT SERVICES
BETWEEN THE CITY OF SAN MARCOS,
SAN MARCOS FIRE PROTECTION DISTRICT
AND SAN MARCOS FIRE DEPARTMENT

THIS AGREEMENT FOR ADVANCED LIFE SUPPORT TRANSPORT SERVICES ("Agreement") is entered into as of August 25, 2009 by and between the CITY OF SAN MARCOS, a municipal corporation, ("City"), the SAN MARCOS FIRE PROTECTION DISTRICT ("District"), SAN MARCOS FIRE DEPARTMENT, ("Contractor" or "Provider"), collectively referred to hereafter as the "Parties".

ARTICLE 1

DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the respective meanings set forth below:

"Advanced Life Support" (ALS) shall mean specialized service designed to provide definitive prehospital emergency medical care including, but not limited to, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques, including telemetry, intubation and procedures administered by authorized personnel under the direct supervision of a Base Hospital, as part of a local EMS system (Health and Safety Code 1797.52).

"Agreement" shall mean this binding agreement between the City/District and Provider for advanced life support (ALS) transport services which is the result of a competitive procurement process and corresponding negotiations.

"Ambulance" shall mean a motor vehicle that is equipped according to County of San Diego EMS policies and has successfully passed any and all requirements imposed by the California Highway Patrol specifications regarding maintenance and equipment.

"Arrived Scene Time" shall be calculated as the time that the "arrived scene Mobile Data Computer (MDC)" signal has been received at the dispatcher center. If no "MDC" signal is available, the verbal radio notification to the dispatch center of the "arrived scene times" from the ALS transport services unit will be utilized.

"Base (Station) Hospital" Base Hospital shall mean one of a limited number of hospitals which upon designation by the local EMS agency and upon the completion of a written contractual agreement with the local EMS agency, is responsible for directing the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the local EMS agency.

"Basic Life Support" (BLS) shall mean emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognition of respiratory and/or cardiac arrest and starting with the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim is turned over to a higher level of care (Health and Safety Code Section 1797.60).

"City/District" shall mean the City of San Marcos and areas outside the City's incorporated limits but within the San Marcos Fire Protection District. San Marcos Fire Protection District is an area allowed under Health and Safety Code Section 13800 to provide local control and oversight over fire protection activities. Individual references may be made to "City" and "District" respectively.

"Code 3" shall mean emergency response to an incident scene with red lights and siren as prescribed in the California Vehicle Code.

"Compatible" in the context of patient care equipment shall mean that the patient care equipment can be used interchangeably by the transport provider and the non-transport ALS First Responder (FR) agencies (e. g. EKG monitor cables).

"Completed Digital Response Message" shall mean the time that the responding ALS unit(s) receive a completed digital response message that includes at a minimum identification of address, map coordinates and type of call from the dispatch center.

"Contractor" shall mean the current provider of ALS emergency transport ambulance services pursuant to this Agreement.

"Contract Manager" shall mean the primary person who is responsible for overseeing and managing Contractor's operations within the San Marcos Service Area, and who also serves as the primary contact person for the City/District.

"County" or "County EMS" shall mean County of San Diego Emergency Medical Services.

"Dispatch Time" shall mean the time at which a completed digital response (alert) message has been provided to the responding ALS unit by the dispatch center.

"EMS Coordinator" shall mean that person employed by the City/District to coordinate EMS activities within the Service Area.

"EMS Policies/Procedures/Protocols" shall mean those written policies, procedures and protocols specified by the City/District. These guidelines comply with the County of San Diego Emergency Medical Services policies, procedures and protocols as well as the California Health and Safety Code and the California Code of Regulations regulating the clinical operations of ALS programs in the County of San Diego. San Marcos Fire District is an "exclusive operating area" (EOA) pursuant to California Health and Safety Code Section 201.224.

"Emergency Medical Operations Manual" shall mean a manual identifying all of the daily operational protocols and procedures for operating within the San Marcos ALS system.

"Field Personnel" shall mean all those employees who have contact with the public in the routine course of rendering the services which are the subject of this Agreement.

"Fire Department" shall collectively mean the emergency medical and fire suppression resources of the City and District.

"First Paramedic" shall mean the first paramedic arriving at the patient's side, normally a paramedic assigned to a First Responder ALS Engine Company as defined below.

"First Responder ALS Engine Company" shall mean the first arriving fire unit who has the capability and mission to contain and mitigate or resolve the emergency at hand, and who is equipped to provide ALS care.

"Lame Duck Operator" shall mean the Contractor, in the event that it seeks but fails to secure designation as the selected bidder under future procurement, and its obligation to continue to furnish service under this Agreement during the period between the announcement of the new selected bidder and the date the new service provider initiates service ("Lame Duck Period").

"Level of Service" shall mean the number of ambulances operated by the Provider during any period, the number of paramedics who will be available to operate the ambulances and the hours of operation of the ambulances during any period.

"Paramedic" shall mean personnel trained in advanced life support techniques with active State of California license and current accreditation as a paramedic by the Medical Director of County EMS pursuant to the California Health and Safety Code.

"Prehospital Patient Record (PPR)" shall mean the documentation of prehospital patient interventions, treatments, and other demographic and statistical information required by State regulation and County of San Diego EMS policy.

"Proposal" shall mean the written bid and all of the commitments, warranties and promises thereof, submitted by Provider in response to the RFP.

"Provider" shall mean the contractor who has entered into an agreement to provide ALS emergency transport ambulance services in cooperation with the City/District.

"QA/QI" shall mean an audit and review of incidents, practices and procedures, as described in this Agreement, to effect quality assurance and quality improvement in the delivery of ALS service.

"RFP" shall mean the Request for Proposals prepared by the City/District in connection with the competitive procurement process culminating in this Agreement.

"Response Time" shall be calculated as the difference between the "Arrived Scene Time" and the "Dispatch Time".

"Service Area" or "San Marcos Service Area" shall mean the City of San Marcos and areas outside its incorporated limits but within the San Marcos Fire Protection District.

"Term" shall mean the term of this Agreement including any extensions thereof.

"Transport Paramedic" shall mean a paramedic who is primarily assigned to an ambulance and is responsible for attending to a patient en route to a medical facility.

ARTICLE 2

PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish, to the maximum extent feasible, the operational, financial, administrative and other obligations of the Parties with respect to provision of ALS transport services within the San Marcos Service Area.

ARTICLE 3

CONTROLLING DOCUMENT

In the event of any conflict or ambiguity regarding the Parties' intent which may arise from inconsistent language, commitments, or requirements between the RFP, the Proposal, and this Agreement, the provisions of this Agreement shall control overall, and the RFP shall control over the Proposal, except in those cases wherein the Proposal has committed to a higher level of service than the standards set forth in the RFP. The RFP, Proposal and this agreement shall be retained in the City Manager's Office central files for the life of this agreement.

ARTICLE 4

TERM AND EXTENSION OF AGREEMENT

4.1 Term

The Term of this Agreement shall be four (4) years, commencing at 12:01 a.m. September 14, 2009 and terminating at midnight, September 14, 2013, unless extended pursuant to the provisions of Sections 4.2 and 4.3 hereof.

4.2 Extension of Agreement

This Agreement may be extended, at the City/District's sole discretion, for a maximum of two (2) extension periods of three (3) years each. Any City/District decision in this regard may take into account, but shall not necessarily be limited to, performance in areas such as quality of patient care and staff education/training; management of Quality Assurance and Quality Improvement Program (QA/QI); Contractor's responsiveness and cooperation in relationships with City/District staff, County EMS and base hospitals; adherence to Response Time standards; compliance with City/District operating standards; and commitment to training and education programs.

4.3 Transition Period

Any decision regarding possible extension of this Agreement shall be made on a schedule which identifies the new Provider two (2) months prior to the scheduled termination date of this Agreement. The purpose of this requirement is to allow reasonable time for both outgoing and incoming Providers to plan and execute an orderly transition.

ARTICLE 5

MAJOR OPERATING PROVISIONS

5.1 Primary Service Area

Contractor shall be responsible for providing, and shall have the exclusive right to provide ALS transportation services for all medical emergency calls within the City/District, the limits of which are illustrated in Appendix A. Contractor agrees to use its best efforts in rendering paramedic service and mutual/automatic aid responses in accordance with local mutual/automatic aid agreements to which the City/District is a signatory.

5.2 Nature and Level of Service

The City/District has been designated as an approved provider of advanced life support (ALS) services by County EMS. The Contractor shall be responsible for provision of the following ALS coverage:

5.2.1 Beginning 12:01 a.m. September 14, 2009 and for the balance of the term, contingent upon implementation of the San Marcos ALS First Responder program as defined in this Agreement, provide a minimum of four paramedic ambulances, each staffed with a minimum of one paramedic and one emergency medical technician ("EMT") from the Contractor's work force.

5.2.2 The ambulances provided pursuant to this Section 5.2.1 will be ready constantly regardless of scheduled shift changes. If necessary, on-duty ALS First Responder Engine personnel will be used to staff ALS transport units. All units shall be staffed 24-hours per day, seven days a week, 365 days a year throughout the term of agreement.

5.3 ALS Ambulance Vehicles

Contractor shall provide a total of four Type III ambulances for the accomplishment of ALS ambulance transport services, all of which shall be staffed and in service as provided in Section 5.2. These vehicles must be provided and owned by Contractor. All ambulances placed in service shall be equipped with ALS equipment and stocked with consumable supplies in accordance with the County of San Diego policies and California Highway Patrol requirements. In addition to meeting such minimum requirements, all ambulances shall be equipped with preemption signal lighting (Opticom) devices and on-duty personal communication devices (radios, PDAs, pagers, MDCs, or other technology) for personnel connected to dispatch. Ambulances shall be stationed in accordance with the deployment plan submitted by the Contractor. All units, including the reserve ambulances and related equipment shall be checked daily and maintained in a state of operational readiness.

5.4 Cooperative Operations

Contractor agrees to cooperate with City/District to maintain and follow a comprehensive Emergency Medical Operations Manual as well as pertinent sections of the Emergency Operations Manual and Administrative Manual. The Emergency Medical Operations Manual should be updated as appropriate based upon the QA/QI program. The purpose of this manual shall define the daily operational responsibilities of all paramedic personnel including, but not necessarily limited to, daily readiness, patient handoff procedures, QA/QI processes, records management, patient confidentiality, use of City/District Facilities, use of City/District and Contractor equipment, personal appearance and conduct, organizational communications, daily operations, and standards of service of the EMS System within the San Marcos Service Area. As a general rule, Contractor and its employees shall use their best efforts to assimilate into the

daily operational and station routines of the City/District, as directed by the respective station Fire Captains and in accordance with the Emergency Medical Operations Manual.

5.5 Placing Ambulances Out of Service Due To a Lack of Qualified Relief

In no event shall ambulances for the San Marcos Service Area be left unstaffed at shift change due to a lack of qualified relief. Contractor shall assure that its employees in the San Marcos Service Area understand their obligation to maintain staffing 24 hours 7 days per week, and that they shall not arbitrarily leave their assignment until properly relieved by another qualified employee.

5.6 Patient Turnover and Paramedic Attendance

The first paramedic arriving at a patient's side ("First Paramedic") shall have control, responsibility and charge of that patient's care. When units arrive simultaneously, the transport paramedic shall have overall patient responsibility.

5.6.1 Patient care responsibility shall remain with the First Paramedic until such time as the First Paramedic transfers care of the patient to a person of equal or greater training by giving a verbal paramedic turnover report. The turnover report and the transfer of patient care will be made at a logical breakpoint in the call as not to jeopardize patient care.

5.6.2 It is understood by the Parties that, in certain circumstances, the Transport Paramedic will also be the First Paramedic, in which case the Transport Paramedic shall have full and continual responsibility for patient care and treatment.

5.7 Patient Transport

It is expected that in a majority of cases, the Transport Paramedic (or crew) shall transport to a medical facility without the First Paramedic also attending. The necessity of the First Paramedic attending during transport to the medical facility shall be based on medical need, as judged by the attending paramedics. Paramedics shall work collaboratively and with the Base Station Hospital in judging the medical necessity of both paramedics attending during transport. Coordination is required through the Incident Commander when it is determined that the First Paramedic will join the Transport Paramedic to the hospital. In all cases, this determination shall be made in the best interest of patient care, and County of San Diego EMS policy and direction.

5.7.1 In those instances where patient care would substantially benefit from two paramedics attending the patient, two paramedics on scene shall attend the patient en route to the medical facility. In such cases, the EMT shall be responsible for driving the ambulance and the two paramedics shall attend to the patient.

5.8 Field Transport Notification

Contractor shall notify the City/District anytime a paramedic unit transfers patient care to a BLS transport service in the field. Except in the case of a declared Annex D MCI, this practice shall be discouraged, as it is the intent of this Agreement to have all emergency calls for service handled by the closest dispatched ALS ambulance.

5.9 Scene Management and Safety

Overall incident command authority and safety considerations shall rest with the Fire Department Incident Commander through the application of ICS. Requests for additional equipment such as air ambulances and additional engines, and checking on the status of same, shall be made through the Incident Commander or appropriate responding Fire Officer, whichever is applicable for the incident. In making these types of requests, the patient's best interest shall be considered.

5.10 Notice of Deployment Plan Changes

Contractor shall notify the City/District of deployment plan changes at least thirty (30) days in advance of the proposed implementation date.

5.11 Mutual/Automatic Aid

Contractor shall use its best efforts in responding to mutual/automatic aid requests made through proper channels and in accordance with local mutual/automatic aid agreements. Contractor shall not be held responsible for Response Time compliance on emergency calls originating outside the Service Area as a result of a mutual/automatic aid response, but shall use its best efforts to respond as quickly as possible to all such calls.

5.12 Equipment Provisions for First Responder ALS Engine Companies

5.12.1 Contractor shall furnish and maintain, at no cost to City/District, all ALS supplies and equipment for four (4) First Responder ALS Engine Companies and one (1) First Responder ALS Truck Company. Contractor shall further replenish all expendable supplies for all such units on a one-for-one basis. A minimum list of equipment and supplies included under this obligation is found in the Emergency Operations Manual and shall meet the minimum requirements of County EMS policy. Ownership of all equipment and supplies purchased by the Contractor shall remain with the Contractor.

5.12.2 Contractor shall employ an equipment maintenance schedule insuring that all equipment and supplies are properly maintained and replaced according to the manufacturer's projected useful life expectancy for such equipment and/or supplies.

5.12.3 Contractor shall maintain a complete inventory stock within the Service Area for ambulances and first responder vehicles.

5.12.4 The City/District and Contractor shall utilize an inventory rotation plan for perishable supplies to minimize waste due to their expiration.

5.12.5 Contractor shall be responsible, at its cost, for the safe disposal of all City/District pre-hospital medical waste in the manner required by law.

5.13 Procedures for Transfer of City/District and Contractor Owned Equipment

Upon expiration, including any extension(s) hereof, or the earlier termination of this Agreement, Contractor and the City/District shall each cooperate to effectuate an orderly return of the other's equipment.

5.14 Fuel Supply

The City/District shall provide Contractor with access to the City/District's automated fuel dispensing system at the City/District's Public Works yard. The price to Contractor shall fluctuate, based on market prices, but shall not exceed the City/District's actual cost, with no overhead, processing charges or profit added.

ARTICLE 6

RESPONSE TIMES & HOSPITAL TURNAROUND

6.1 ALS Response Time Standards

Contractor's Response Time performance shall be measured based upon the following standard: for the entire Service Area, Contractor shall maintain a maximum Response Time of nine (9) minutes, 0 seconds for all code three (3) calls dispatched 90% of the time. In keeping with the City/District's bid proposal, and for purposes of calculating Contractor's Response Time compliance only, First Responder ALS Engines/Truck shall maintain a maximum Response Time of eight (8) minutes, 0 seconds for all code three (3) calls dispatched 90% of the time. Response Time shall be calculated as the time that the "arrived scene Mobile Data Computer (MDC)" signal has been received at the dispatcher center. If no MDC signal is available, the verbal radio notification to the dispatch center of the "arrived scene times" from the ALS transport services unit will be utilized. For Response Time compliance measurement only, the aggregate Response Times for First Responder Engines/Truck and Ambulances shall be rounded up to the next full minute (i.e., 9:01 shall count as a 10-minutes). Contractor shall provide and maintain in working order, MDC in all transport ambulances primarily assigned to City/District.

MDC's shall be compatible with the GIS/Mapping and incident notification system that is used by North County JPA Dispatch Agency (North Comm).

6.2 Response Times: General Exemption

The Parties shall not be held responsible for achieving Response Time performance standards on any emergency call originating outside of the Service Area, however, both Parties shall use their best efforts in responding to mutual/automatic aid calls. Responses to emergency calls originating outside the Service Area shall not be counted in the "number of total calls dispatched" figure used to determine quarterly contract compliance.

6.3 Response Time: Defined Exemptions

The Parties acknowledge that unusual circumstances beyond the Parties' reasonable control can induce Response times that exceed the aforementioned standards and agree that "good cause" for an exemption to such standards may include, but not necessarily be limited to, the following scenarios:

- (a) NCDJPA dispatcher errors.
- (b) Incorrect or inaccurate dispatch information received from a calling party or 911 public safety answering point.
- (c) Disrupted voice or data transmission.
- (d) Inability to locate scene due to property/location not properly addressed.
- (e) Unavoidable delay caused by traffic congestion where no other alternate route is available, or as the result of a vehicle accident to which the responding units have no alternate access.
- (f) Weather conditions which impair visibility or create other unsafe driving conditions.
- (g) Road construction or closure.
- (h) Train delays.
- (i) Off-road locations.
- (j) Declared disaster situations.
- (k) Unusually high system demand of four or more simultaneous EMS incidents or up to five emergency incidents of any type which includes mutual/automatic aid calls.

- (l) Change of patient location.
- (m) Returning from a mutual/aid or automatic aid response.
- (n) Responding from hospital due to off load delay greater than 30 minutes.

A Response Time Exemption Form shall be submitted to the San Marcos Service Area EMS Coordinator for incidents which qualify for evaluation under any of the preceding Response Time exemption categories. All Response Time Exemption Forms shall be submitted to the EMS Coordinator within seven calendar days of the incident for which an exemption is sought. The Service Area EMS coordinator shall be solely responsible for determining which incidents, if any, will be granted an exemption from Response Time standards. A call which qualifies as an exemption shall not be counted in determining Response Time Compliance.

6.4 Hospital Turn Around Times

It is the intent of the Parties to have paramedic ambulances go "available on radio" (AOR), and physically return to the Service Area as soon as possible following their arrival at a medical facility. The Contractor shall assure that paramedic ambulances are in a position to provide the agreed upon service at all times. In the event that evidence proves response time requirements are not being met due to extended hospital turnaround times, the Contractor shall meet with the City/District to negotiate a solution that will ensure response time compliance. The parties agree to regularly review Response Time statistics to identify trends, issues, causes, and solutions.

6.5 Compliance Reporting

Contractor shall cooperate with the City/District to document, on a quarterly basis, and in the manner required by the City/District, each call dispatched which did not generate a response within the defined Response Times by a paramedic ambulance, BLS ambulance or ALS first responder engine company. This compliance report shall be submitted to the County of San Diego EMS office for Agreement compliance purposes. For purposes of measuring compliance with the response time provisions of this Agreement, each incident shall count as a single call dispatched regardless of how many units respond to an incident. Calls cancelled following dispatch or for which a response level is downgraded following dispatch shall not be counted in determining response compliance.

ARTICLE 7

CLINICAL REQUIREMENTS

The clinical performance requirements governing this Agreement shall be those specified in State and County rules, regulations, and standards pertaining to the provision of ALS services, as the same may be amended or modified from time to time. Clinical performance shall be consistent with approved medical standards and protocols of the County of San Diego.

7.1 San Marcos Service Area EMS Coordinator

To ensure appropriate on-site supervision for Fire Department paramedics in the pre-hospital care environment, the City/District shall employ a designated EMS Coordinator. The EMS Coordinator shall be responsible for medical oversight and the overall coordination and administration of the San Marcos Service Area EMS Program. The EMS Coordinator shall be the key clinical liaison to the San Diego County EMS system, Base Hospital, Contractor, and the City/District. All paramedics working within the San Marcos Service Area shall coordinate their EMS-related activities through the EMS Coordinator.

7.2 Incident Investigations

The Parties agree to fully and promptly cooperate with County EMS in any and all investigations regarding Paramedic or EMT activities.

7.3 Quality Improvement Program

The Parties shall cooperatively maintain a comprehensive QA/QI program. The components of this program shall include:

- (a) Regular and comprehensive evaluation of patient care activities.
- (b) Review of operational, administrative and procedural activities of the system.
- (c) Accurate determination of training needs of individuals and the system as a whole.
- (d) Identification and reporting of significant patient care issues to the Base Hospital and/or the Division of EMS Medical Director.

The QA/QI program shall be fully integrated with the assigned base hospitals' Quality Assurance/Quality Improvement program, as well as the County-wide program administered by County EMS. Both ALS First Response and Transporting Paramedics shall be responsible for individual incident reporting on the County's QA Net. When no transport paramedic unit is

available or needed, incident reporting will be the responsibility of the Fire Department paramedic.

7.4 Training

With assistance of the EMS Coordinator, Contractor shall be responsible for developing and providing continuing education (CE) training in the disciplines listed below. Such training shall be provided in San Marcos for Contractor and Fire Department paramedics on a shift basis.

- (a) Driver Training Contractor shall maintain a comprehensive driver training program and shall make reasonable efforts to participate in the City/District driver training program. The program, the number of instruction hours and provisions for the integration of the program into Contractor's operations shall be subject to the annual review and approval of the City/District which will not be unreasonably withheld.
- (b) Certification for Paramedics All paramedics working in the Service Area shall meet the requirements for paramedic licensure and local accreditation as required by both State and County. Each Party shall be responsible for providing a listing of paramedic licenses and dates of its respective employees to the EMS Coordinator. Each Party shall be responsible for maintaining training files that document training and certification levels for their employees.

7.5 Data Collection and Reporting

All patient documentation shall be accurately completed and distributed in accordance with County EMS policies.

ARTICLE 8

WORKFORCE REQUIREMENTS

8.1 Primary Responsibilities

Following are the principal responsibilities of Contractor regarding its workforce employed in the Service Area. This list is not intended to be exhaustive and should be considered illustrative of primary responsibilities only. The Contractor shall:

- (a) With the assistance of the EMS coordinator, coordinate the activity of all ambulance personnel.
- (b) Maintain good working relationships with the City/District to ensure continued First Responder support and use of fire facilities as ambulance posts.

- (c) Maintain good working relationships with area fire and law enforcement agencies.
- (d) Ensure the courteous and professional conduct of all of its management, administrative and field employees at all times.
- (e) Ensure the neat, clean and professional appearance of all of its personnel and equipment and assume fair share responsibility for the daily appearance of City/District facilities occupied by its employees. Any display of unprofessional conduct in conflict with the EMT Code of Ethics shall be considered a violation of this provision.
- (f) Cooperate with City/District in the development of mutually beneficial aid agreements with neighboring cities for paramedic services.
- (g) Promote and maintain the City/District's reputation for quality emergency medical care through prompt response and follow up to inquiries and complaints.

Contractor shall employ and retain sufficient numbers of employees to maintain the staffing levels required by this Agreement.

8.2 Work Schedules

The normal EMT's and Paramedic work schedule shall be a 3-4 duty schedule in which personnel work three (3) 24-hour shifts in a five (5) day period with 24-hours off in between each duty shift. This schedule is a 56-hour work week, which enables employees to be productive while on-duty while also providing for adequate rest. Although constant staffing scheduling may require employees to work voluntary and mandatory overtime, EMT's and Paramedics will not be routinely scheduled to work continuously for more than forty-eight (48) hours within any 60-hour period.

8.3 Character and Competence of Employees

All persons employed by Contractor pursuant to this Agreement shall be competent and shall hold and maintain appropriate credentials and/or permits in their respective trades or professions.

8.4 Key Personnel Commitment

Contractor shall name its key City/District liaison person, in writing, within fifteen (15) days of the effective date of this Agreement. The named individual shall have an overall grasp of Contractor's entire operation and will be responsible for all information gathering and other liaison work called for under this Agreement.

ARTICLE 9

PROGRAM INQUIRIES/COMMUNITY EDUCATION/PUBLIC RELATIONS PROGRAM

9.1 Billing Inquiries

Contractor shall be responsible for managing information and inquiries regarding ambulance rates and billing practices. Contractor shall maintain an updated list of names and telephone numbers of pertinent personnel to allow the City/District to properly forward billing and program inquiries.

9.2 Media Information and Emergency Incident News Releases

The City/District shall, in cooperation with the San Diego County Sheriff's Department, and/or the City's Communications Officer, as applicable, coordinate emergency incident news releases. All media releases and contact will comply with City/District policy as directed by the City Manager.

9.3 Miscellaneous Education

As required by the City/District and coordinated by station Fire Captains, paramedic ambulance personnel shall attend miscellaneous public education and community education programs throughout the San Marcos Service Area. When detailed to such events, First Responder ALS Engines and ambulances shall remain in service and available for all emergency responses

9.4 Mandatory Community Education Programs

Contractor shall undertake its community education responsibilities with the highest level of commitment. The overriding goal of all community education programs shall be the reduction of injuries and promotion of wellness. Contractor shall confer with City/District the community education programs it plans on sponsoring and conducting during the term of this contract.

ARTICLE 10

FINANCIAL CONSIDERATIONS

10.1 Fees for Service

Contractor shall bill patients for services rendered by it pursuant to this Agreement in accordance with the fee schedule in Appendix B. These fees shall be adjusted annually in accordance with Resolution No. FD 2003-237, a copy of which is available in the City Clerk Department of the City of San Marcos.

Any such rate adjustment(s) shall be subject to administrative review and the written approval of the City Manager prior to implementation.

10.2 Additional Services

When requests are made for ambulance standby, Contractor is authorized to charge hourly rates for such services in accordance with Appendix C. These hourly rates are subject to change in accordance with labor rate adjustments and equipment operation costs.

Nothing in this contract shall preclude Contractor from engaging in other services, inside or outside the City/District, including BLS or ALS patient transfers. However, such activities shall not impact the level of service provided to the City/District that is required by this contract and must be approved by the City Manager.

10.3 Billing Collection Program

Contractor shall operate a billing system that is reasonable, well-documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources that for which they may be eligible. Accounting and reporting methods used by Contractor shall be subject to the approval of the City/District.

10.4 Third Party Revenue Sources

The Parties acknowledge that new legislation or other Federal, State or County funding sources may provide for new public and/or private third party sources of reimbursement for ALS First Responder Services, and that new reimbursement practices established by third party payers in the absence of legislation may also provide for such reimbursement. In light of the foregoing, City/District shall be entitled to collect any new public or private third party reimbursement funding specifically designed for ALS First Responder Services.

10.5 First Responder Claims Fund

The City/District shall continue its participation in the County of San Diego, Department of Health Services First Responder Emergency Medical Services Pool of Funds Program. The revenue from these funds will be credited to Contractor.

ARTICLE 11

FINANCIAL REPORTING AND ACCOUNTING

11.1 Annual Financial Statements

Contractor shall maintain all financial records for its operations within the Service Area in accordance with generally accepted accounting principles.

11.2 Financial Report Form: Approval

Financial reports required pursuant to this Agreement shall be submitted in a form approved by the City/District Manager.

11.3 Accounts Receivable Report Form: Approval and Maintenance

Contractor shall maintain accounts receivable information in a manner which allows City/District to verify Contractor's compliance with approved rate schedules. In addition, account records shall be capable of linking payment receipts over time to the calendar month in which the receivable was originally generated. Record keeping and reporting of financial information shall conform to the standards set forth by the City/District.

ARTICLE 12

GENERAL TERMS AND CONDITIONS

12.1 Assignment

Contractor shall not assign any portion of this Agreement or the services to be rendered hereunder without the written consent first obtained from the City/District, which consent shall not be unreasonably withheld. Any assignment made contrary to the provisions of this section shall serve to terminate the Agreement at the sole option of the City/District, and shall not convey any rights to the assignee.

12.2 Non-Discrimination

Contractor shall not discriminate based upon race, national origin, religion, age, creed, sex, sexual orientation or non-job related physical or mental disability or other functional (ADA) limitations. The City/District is committed to maintaining a workplace that is free from all types of discrimination, including sexual harassment, and has established a policy which focuses on the prohibition of various types of discrimination with particular emphasis on harassment of a sexual nature. As a contractor for the City/District, Contractor shall assure that all employees working within the Service Area are provided a copy of, and understand, the City/District's

policy covering discrimination and sexual harassment and abide by its requirements. Contractor shall remove any employees working the Service Area who are determined to be in violation of this policy.

12.3 Anti-Violence Policy

In consideration of the health and safety of others, the City/District has established a "Zero Tolerance" policy relative to threats or acts of violence in the work place. All employees working within the Service Area shall be provided a copy of, and understand this policy and abide by its requirements. Contractor shall remove any employees working the Service Area who are found in violation of this policy.

12.4 Equal Opportunity Program

City/District requires compliance with all applicable City, State and Federal equal opportunity programs.

12.5 Political Activities

None of the funds or other resources obtained or utilized pursuant to this Agreement shall be used for any political activities or to fund the election or defeat of any candidate for local or county public office. Neither shall Contractor use or allow its name to be used in any endorsement of any candidate for elected office.

12.6 Alcohol and Drug Use

No employee providing any form of service pursuant to this Agreement shall be in any way impaired due to the influence of alcohol or drugs. Neither shall such persons possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug while performing such services, excepting duly prescribed medications by a licensed physician which do not impair motor function or mental alertness. Contractor shall inform its employees of the City/District's zero tolerance policy in this regard and shall remove any such person found in violation of this section from employment in the Service Area.

12.7 Fraudulent Conduct in City/District Services

12.7.1 Contractor shall annually disclose to the City/District of any of its interests, if any, that Contractor believes to be, incompatible with any interests of the City/District.

12.7.2 Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his or her duties, accept any gratuity or special favor from individuals or

organizations with whom Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

- 12.7.3 Neither Contractor nor its employees, nor City/District nor its employees, shall use for personal or corporate gain, or make other improper use of, privileged confidential information of the other party which is acquired in connection with work conducted under this Agreement, or by having access to the other party's facilities. As used in this section, "privileged confidential information" includes but is not limited to, unpublished information relating to technological and scientific developments; internal memoranda and confidential directives, medical, personnel, or security records of individuals; anticipated material requirements or pricing actions, and information pertaining to the selection of contractors or subcontractors in advance of official announcements.

12.8 Compliance with Rules and Regulations

Contractor shall comply with all applicable Federal, State, County EMS and City/District operating policies, rules and regulations, existing and hereinafter enacted, including facility and professional licensing and/or certification laws and shall keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to occupational safety and to fire safety, health and sanitation. Contractor shall be responsible for assuring its employees comply with the written operational standards as stated in the Emergency Medical Operations Manual of the City/District including, but not limited to, the application of ICS, emergency operations, training, facility operations and maintenance, and radio protocols and procedures. All operating policies, rules, and regulations and written operational standards of the City/District applicable to Contractor shall be reasonable, consistent with industry standards, modern business practices and this Agreement.

ARTICLE 13

END OF TERM PROVISIONS

13.1 Contingent Employment Agreements During "Lame Duck Period"

Contractor shall in no way penalize or bring personal hardship to bear upon any of its employees who may apply for work with a competing bidder in the future bid cycles, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing bidders, at the employees' discretion. It is the City/District's intention under this and future procurements that qualified private supervisory personnel and ambulance personnel employed in the Service Area shall have reasonable expectation of long term employment in the City/District paramedic system, even though Providers may change from

time to time. In signing this Agreement, Contractor expresses its understanding, acceptance, and endorsement of this goal.

13.2 Continued Operation During "Lame Duck" Period

Should Contractor decline to participate or fail to win the paramedic services contract in subsequent bid cycles, it shall continue to provide all services required under this Agreement until the subsequent winning bidder takes over. During this "Lame Duck" period, Contractor shall continue all operations at the same level of effort and performance as were in effect prior to award of the subsequent bid to a competing bidder, and Contractor shall specifically be prohibited from making any changes to its operation in the Service Area which could reasonably be considered an attempt to reduce Contractor's operating costs to maximize profits during the final stages of the Agreement.

13.3 Excessive Profit Taking During "Lame Duck" Period

Subject to Section 13.4, any qualitative or quantitative deterioration in Contractor's performance during the "Lame Duck" period, or unusual reduction in the labor force, management staff, or any other substantial reduction in effort the "Lame Duck" period, as compared with previous months of operation, which impairs Contractor's ability to perform as required hereunder shall be viewed as an attempt by Contractor to engage in excessive profit taking during the "Lame Duck" period and shall be prohibited.

13.4 Transition of Service to New Provider During "Lame Duck" Period

Contractor may reasonably begin to prepare for transition of service to the new Provider during the "Lame Duck" period, and the City/District shall not unreasonably withhold its approval of 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 substantially impair Contractor's performance during the "Lame Duck" period.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Oral Representations

This Agreement and the exhibits and references incorporated herein fully express all understandings of the Parties concerning the matters hereof.

14.2 Applicable Law

This Agreement shall be construed and interpreted according to the laws of the State of California.

14.3 Confidentiality

The City/District and Contractor agree to maintain the confidentiality of any information regarding applicants, patients, or their immediate families which may be obtained through medical records, application forms, interviews, tests, reports from public agencies, or any other source. Without the written permission of the patient, applicant or participant, such information shall be divulged only as necessary for purposes related to securing payment for services, audit, and evaluation or other purposes permitted by law. The City/District and Contractor agree that all information and records obtained by any party in the course of providing services pursuant to this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

14.4 Negotiation for Additional Services

The City/District reserves the right to negotiate with Contractor for additional services, should it determine that such services are required. The agreed-upon service shall be incorporated into an amendment to the original Agreement and shall be subject to the approval of the City/District Council.

14.5 Rights and Remedies Not Waived

Contractor agrees and guarantees that the work herein specified shall be completed without further compensation than that provided for in the Agreement, and that the acceptance of work herein and the payment therefore shall not be held to prevent maintenance of an action for failure to perform such work in accordance with the Agreement. In no event shall any payment by the City/District hereunder constitute or be construed to be a waiver by the City/District of any breach or covenant or any default which may then exist on the part of Contractor, and the making of such payment while any such breach of default exists shall in no way impair or prejudice any right or remedy available to the City/District with respect to such breach or default.

14.6 Costs of Enforcement

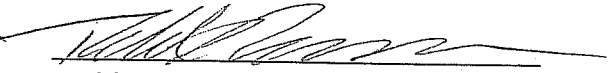
If either Party institutes arbitration proceedings against the other to secure its rights pursuant to this Agreement and/or to enforce or interpret any of its provisions or those of any operating memorandum, the actual and reasonable costs, attorneys' fees and necessary disbursements incurred by the prevailing Party shall be paid or reimbursed by the non-prevailing Party.

14.7 Authorization

The undersigned represent and warrant that they have been duly authorized to execute this Agreement on behalf of the entity for whom they have signed, and that their signature hereon in pursuant to a duly enacted corporation resolution or other like authority.

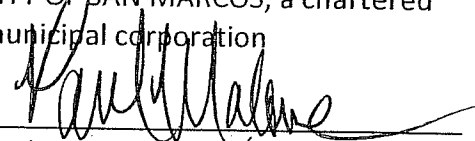
This Agreement is entered into as of the day and year first written above.

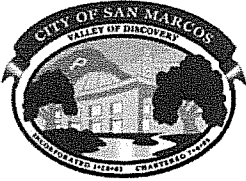
San Marcos Fire Department

By: 
Todd Newman, Fire Chief

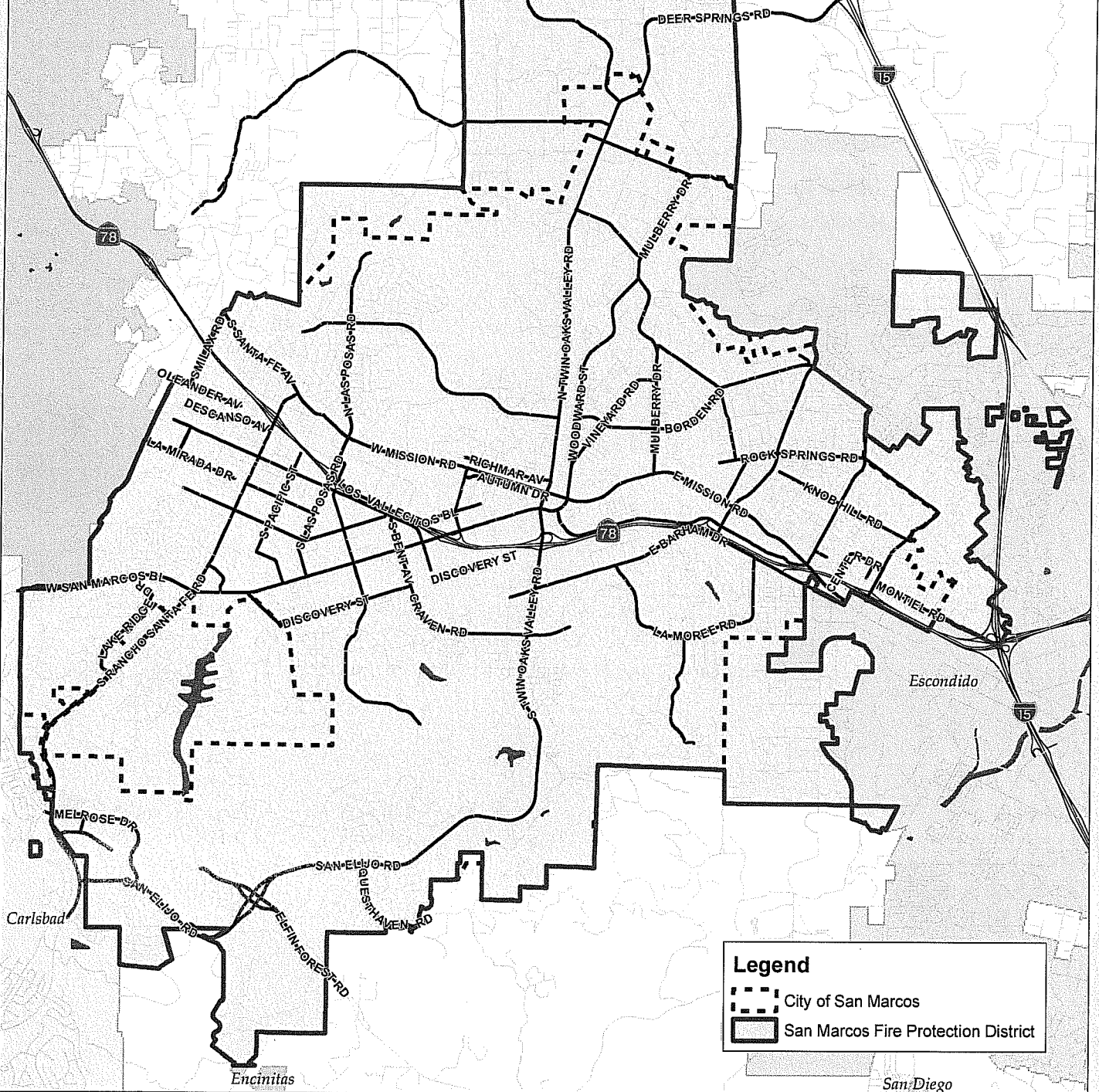
CITY OF SAN MARCOS, a chartered
municipal corporation

By:


Paul Malone, City Manager

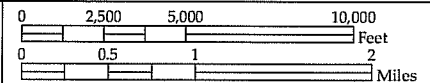


Vista



Legend

- City of San Marcos
- San Marcos Fire Protection District



CREATED BY: City of San Marcos GIS
SOURCES OF DATA: SanGIS, 3/09

Every effort has been made to ensure the accuracy of the maps and data provided; however, some information may not be accurate. The City of San Marcos assumes no responsibility arising from use of this information.

San Marcos Fire Protection District

Appendix B

Fee Schedule and Changes 2004-09

	ALS Base Rate	BLS Base Rate	Night	Oxygen	Mileage	CPI Change
2004	\$816	\$595	\$50.00	\$65.00	\$15.50	-
2005	\$846	\$617	\$50.00	\$65.00	\$15.50	3.7%
2006	\$874	\$637	\$50.00	\$65.00	\$15.50	3.3%
2007	\$907	\$661	\$50.00	\$65.00	\$15.50	3.8%
2008	\$928	\$676	\$50.00	\$65.00	\$15.50	2.3%
2009	\$971	\$707	\$50.00	\$65.00	\$15.50	4.6%

Appendix C

Hourly Rates for Service

Fiscal Year	Personnel	Vehicle	Admin Fee (10%)
Fiscal Year 2009/10	\$60.00	\$65.00	\$12.50