

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and **San Marcos Fire Department, a Department of the City of San Marcos**, located at 1 Civic Center Drive, San Marcos, California 92069 (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award a contract for **9-1-1 Advanced Life Support Ambulance Services for the San Marcos Operating Area**.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements and Exhibit C, User Fee Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 **Standard of Performance**. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor’s Representative**. The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 “Termination for Default”, if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 **Contractor as Independent Contractor**. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 **Contractor’s Agents and Employees or Subcontractors**. Contractor shall obtain, at Contractor’s expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s agents, employees or subcontractors; to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

Any subcontract or consultant agreement that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into if it has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.
- 1.5 Off Shore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest with notification to Contractor for coordination under its obligations under Statement of Work Section 5.4.
- 2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 RESERVED.

ARTICLE 3
DISENTANGLEMENT

- 3.1 General Obligations.

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process.

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations.

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Return, Transfer and Removal of Assets.

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.4 Transfer of Leases, Licenses, and Agreements.

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.5 Delivery of Documentation.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement, when applicable.

ARTICLE 4
COMPENSATION

RESERVED

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")

5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.

5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

ARTICLE 6
CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an impact to the services provided to the City, Contracting Officer shall make notification to City of such Change. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

- 7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3)

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

- 7.5 Termination for Convenience. The County may, by written notice of not less than ten (10) days to City and Contractor, stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
 - 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.5.4.1 Fraud, waste or abuse of Agreement funds, or
 - 7.5.4.2 Improperly submitted claims, or
 - 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.4 Any breach of any term or condition of the Agreement, or
 - 7.5.4.5 Any actions under any warranty, express or implied, or
 - 7.5.4.6 Any claim of professional negligence, or
 - 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government and notice to City. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.
- 7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

- 8.4 Affirmative Action. Pursuant to Article IIIk of the San Diego County Administrative Code, which is incorporated herein by this reference, City certifies its compliance with applicable federal and State handicapped persons hiring requirements..
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

8.11.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:

8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and

8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and

8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and

8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

(a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

(b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Contractor certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Contractor invoices shall include the following language:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

- 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.
- Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. Contractors will provide the following to the COR:

- 11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them (Health and Human Services Agency (HHS) Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov).
- 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
- 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.

- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.4.2 Record that relate to appeals under the “Disputes” clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor’s performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor’s performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor’s cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County, when applicable. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

- 13.4 Public Records Act. The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County’s notice. Contractor’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor’s request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County’s decision whether to withhold and/or redact pursuant to Contractor’s written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County’s withholding and/or redacting of records pursuant to Contractor’s request. Nothing in this section shall preclude Contractor from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 Maintenance of Records. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.7 Audit Requirement.
- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor’s working papers that were part of the independent auditor’s audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor’s fiscal year end.
- (b) Contractor shall immediately notify County upon learning that Contractor’s independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor’s ability to continue as a going concern.
- 13.8 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.9 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

ARTICLE 14

Contractor will comply with all applicable laws pertaining to privacy and security of Protected Information, such as, but not limited to, the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. Stat. 1936.

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. When applicable, all public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website, and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section

16.21.1 Contractor shall utilize a subsequent arrest notification service during the term of this Agreement for any individual required to undergo the Criminal Background Check process described in 16.21.

16.21.2 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."

16.21.3 Definitions

A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

B. Minor: Individuals under the age of eighteen (18) years old.

C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.

D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

E. Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin the 1st day of April 2020 and end on February 28, 2023 (“Initial Term”).

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for two (2) increments of two (2) year(s) each and one (1) increment of three (3) years for a total of seven (7) years beyond the expiration of the Initial Term, not to exceed February 28, 2030, pursuant to Exhibit C User Fee Schedule or other applicable pricing provisions of this Agreement. Unless County notifies Contractor in writing not less than thirty (30) days prior to the expiration date that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

Options to Extend For One To Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months (“Incremental Options”). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: RESERVED

COR. The County has designated the following individual as the Contracting Officer’s Representative (“COR”)

Vicki Macedo, Administrative Analyst III
Emergency Medical Services
6255 Mission Gorge Rd.
San Diego, CA 92120
Phone: (619) 285-6505, Fax: (619) 285-6531
Email: Vicki.Macedo@sdcounty.ca.gov

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

Dan Barron, Fire Chief
San Marcos Fire Department
1 Civic Center Dr.
San Marcos, CA 92069
Phone: (760) 744-1050 Ext. 3401, Fax: (760) 744-5213
Email: dbarron@san-marcos.net

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO

**SAN MARCOS FIRE DEPARTMENT,
A DEPARTMENT OF THE CITY OF SAN MARCOS**

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
DAN BARRON, Fire Chief

Date: _____

Date: _____

By: _____
JACK GRIFFIN, City Manager

Date: _____

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall provide all management, personnel, equipment, materials and supplies for 9-1-1 Advanced Life Support (ALS) level ambulance services within the San Marcos Operating Area (SMOA) and provide mutual aid to adjacent areas, as needed. Additionally, the Contractor shall provide dispatch, billing, data system services, interface with fire department first responders, community education services, and participate in quality assurance activities and regional quality improvement processes.

2. Background

The County of San Diego, Health and Human Services Agency is the State of California designated Local Emergency Medical Services Authority (LEMSA). As the LEMSAs, the County provides oversight and regulation enforcement for the prehospital emergency medical services system in San Diego County. In addition, the LEMSAs is responsible for ensuring procurement of ALS ambulance services for designated areas of the county.

In 2016, California Emergency Medical Services Authority (EMSA) determined the LEMSAs shall conduct the procurement for 9-1-1 ALS ambulance services for the San Marcos Operating Area (SMOA). The SMOA is currently an exclusive operating area (EOA) pursuant to California Health and Safety Code Section 201.224. The SMOA includes the City of San Marcos and the San Marcos Fire Protection District totaling approximately 33 square miles and a population of 93,295* residents. SMOA is bordered on the north by Vista Fire Protection District, on the east by the City of Escondido, on the south by unincorporated San Diego County and on the west by the Cities of Carlsbad and Vista. The unincorporated communities within SMOA include several small, non-contiguous areas surrounded by the City of Escondido. There are approximately 5,900** transports annually.

*Population of City Jurisdiction from SANDAG, 2016.

**Source, County of San Diego, Emergency Medical Services, Transfer of Care Database (via FirstWatch), 2018.

The United States Census Bureau, 2012-2016 American Community Survey 5-Year Estimates contains the following health insurance payor mix information for the San Marcos Operating Area:

HEALTH INSURANCE TYPE	PERCENT OF SERVICE AREA POPULATION
With employer-based health insurance only	49.7%
With direct-purchase health insurance only	7.8%
With Medicare coverage only	4.9%
With Medicaid/means-tested public coverage only	13%
With TRICARE/military health coverage only	1.6%
With VA Health Care only	0.2%
With employer-based and direct-purchase coverage	1.0%
With employer-based and Medicare coverage	1.7%
With direct-purchase and Medicare coverage	1.8%
With Medicare and Medicaid/means-tested public coverage	0.9%
Other private only combinations	0.3%
Other public only combinations	0.4%
Other coverage combinations	3.9%
No health insurance coverage	12.8%*

*For geographic areas this small, the American Community Survey only offers data from their 5-Year Estimates (2012-2016), which includes data prior to the implementation of the Affordable Care Act. Therefore, those in the “no health insurance coverage” category above are most likely overrepresented in the above health insurance payor mix estimate.

County of San Diego has established the County of San Diego Local Emergency Medical Services Information System (CoSD LEMSIS) data collection system to meet State of California reporting requirements, among other uses. The County strongly encourages use of this system which is at present no additional cost to the prehospital agencies and ambulance

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT A – STATEMENT OF WORK

providers operating in San Diego County. Additional information can be found on the County's EMS Website at www.sandiegocountyems.com.

County of San Diego Health and Human Services Agency contracts support the *Live Well San Diego* initiative. *Live Well San Diego* was developed by the County of San Diego as a comprehensive, innovative strategy on wellness. This long-term plan combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHS contractors, to the extent feasible, are expected to advance this initiative, which is being implemented in a phased approach. The first phase, *Building Better Health*, was adopted by the Board of Supervisors in 2010, and focuses on improving the health of residents and supporting healthy choices. The second phase, *Living Safely*, seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. The third phase, *Thriving*, focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about the initiative can be found on the County's website and a website designated to the initiative:

- http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html and
- <http://www.LiveWellSD.org>

3. Goal and Objectives

- 3.1. **Goal:** Contractor shall provide continuous 9-1-1 Advanced Life Support (ALS) level ambulance services to the San Marcos Operating Area.
- 3.2. **Outcome Objectives:** The Contractor shall respond to all calls for medical aid made via the dispatch system and shall meet the response time requirement as described below in the proposal and approved by the County.
- 3.3. **Process Objectives:**
 - 3.3.1. Minimum service level shall be five (5) ALS ambulances ready at all times to perform service in SMOA. Contractor shall use its discretion to determine the optimal number and placement of ambulances to meet outcome objectives.
 - 3.3.2. Units shall be staffed at all times by at least one (1) licensed Paramedic accredited to practice in San Diego County, and one (1) Emergency Medical Technician (EMT) certified by the State of California.
 - 3.3.3. Contractor shall participate in Transfer of Care program per County EMS [Policy S-610](#).

4. Target Population and Geographic Service Area

- 4.1. Target Population includes all persons requiring ALS ambulance services located within the boundaries of the SMOA as described in section 4.2.
- 4.2. The SMOA includes the City of San Marcos and the San Marcos Fire Protection District totaling approximately 33 square miles. The unincorporated communities include several small, non-contiguous areas surrounded by the City of Escondido.

5. General Requirements for Service Delivery

- 5.1. The clinical requirements governing this Contract are those specified in State and County rules, regulations, policies, procedures, and protocols relating to the operation of ALS ambulances.
- 5.2. Contractor units shall be in compliance with all the requirements of the California Highway Patrol, and each vehicle shall be properly licensed and insured, as required by the State of California Department of Motor Vehicles.
- 5.3. Contractor shall be authorized and permitted according to San Diego County Ambulance Ordinance to provide ALS ambulance services in San Diego County and in all relevant municipal and State jurisdictions.
- 5.4. Contractor shall provide all resources necessary to accomplish the work requirements of this agreement, and shall be responsible for all maintenance, repairs, and replacements of those resources.
- 5.5. Contractor shall provide sufficient ALS ambulance unit security, safety and housing such that supplies and equipment are secured and controlled pharmaceuticals are double locked.
- 5.6. Contractor shall institute a policy and procedure for rotating first responder medical supplies to ensure supplies are used prior to expiration date. Contractor shall establish a written policy describing this process and submit it to the County for approval within thirty (30) days of contract execution.
- 5.7. Contractor shall notify the County within twenty-four (24) hours of any changes in management that may affect the Contractor's ability to comply with the Statement of Work.
- 5.8. Contractor shall immediately notify the County of any condition that adversely affects the Contractor's ability to meet the required service levels.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT A – STATEMENT OF WORK

- 5.9. Contractor shall execute Isolation Orders issued by the Public Health Officer in accordance with the [Annex E](#) and in compliance with procedures issued by the Public Health Officer.
- 5.10. Contractor shall make available to SMOA first responder agency field staff flu vaccine administration on an annual basis consistent with program administered for Contractor employees.
- 5.11. Contractor shall notify the County and the City of any public information materials and content used by the Contractor relating to these services.

6. Specific Requirements for Service Delivery

- 6.1. Contractor shall provide ALS ambulance services to the SMOA twenty-four (24) hours per day, seven (7) days per week.
- 6.2. Response Times:
 - 6.2.1. The Contractor shall respond to all calls for medical aid made via the dispatch system within nine (9) minutes 90% of the time in SMOA.
 - 6.2.2. Exemptions from the standard described in paragraph 6.2.1 above, may be available under the following circumstances. County will review exemption requests and determine eligibility.
 - 6.2.2.1. If a call for medical aid is downgraded from a Code 3 response, the response time standards may not apply (See County EMS [Policy P-801](#)).
 - 6.2.2.2. Mutual Aid calls originating outside the primary service area require the contractor's best efforts for appropriate response.
 - 6.2.2.3. The Contractor is the second or later arriving unit to a single incident.
 - 6.2.2.4. Unannounced road closures.
 - 6.2.2.5. Traffic due to the incident.
 - 6.2.2.6. Gated Community, if gate is not operable or access is inhibited.
 - 6.2.2.7. Dispatch errors.
 - 6.2.2.8. Incorrect or inaccurate dispatch information received from the calling party or 9-1-1 public safety answering point.
 - 6.2.2.9. Unavoidable delays caused by traffic congestion where no other alternate route is available, or as a result of a vehicle accident to which the responding units have no alternate access.
 - 6.2.2.10. Other circumstances reviewed and approved by County and City. (Examples, including but not limited to: extreme weather conditions, geographically challenging terrain, delays outside the normal trolley or train crossing times)
 - 6.2.3. Chute time for the ambulances shall not be greater than the chute time standard established for the first responder agency within SMOA.
 - 6.2.4. In case of multiple ambulance responses to a single incident, only the response time of the first arriving unit shall be counted in the compliance computation.
 - 6.2.5. If a call is upgraded during progress of a call, the response time shall be measured from the point of notification of the ambulance that the call has been upgraded in priority. If a call is downgraded during responses, the ambulance shall have fifteen (15) minutes from point of notification of downgrade to arrive on scene.
- 6.3. Equipment and Supplies:
 - 6.3.1. Ambulances: Minimum service level shall be five (5) ALS ambulances ready at all times to perform service in SMOA. Contractor shall use its discretion to determine the optimal placement of the ambulances.
 - 6.3.1.1. Contractor shall utilize Type I and/or Type III modular style ambulances and provide all fuel and maintenance.
 - 6.3.1.2. Contactor shall use an automated or manual record keeping system to track maintenance. The records shall be available to the County for analysis and inspection and shall identify routine maintenance of all vehicles.
 - 6.3.1.3. Contractor shall have Automatic Vehicle Location, Global Positioning System and Mobile Data Computers in ambulances and supervisor's vehicles.
 - 6.3.1.4. Contractor shall supply all portable and mobile Regional Communication System (RCS) radios necessary to provide services. Contractor shall be responsible for any associated RCS subscriber fees.
 - 6.3.1.5. Contractor shall make reasonable efforts to provide 'stand-by' ambulance units if available during major emergencies and multiple alarm fires within SMOA, as requested by the County.
 - 6.3.2. Contractor will use best efforts to use patient care equipment that is compatible with ALS First Responder agency equipment.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT A – STATEMENT OF WORK

- 6.3.3. Contractor shall maintain in each ambulance no less than the minimum inventory of essential equipment and supplies for adult, pediatric, infant and neonate applications, as described in County of San Diego Emergency Medical Services Treatment Protocol & Policies.
- 6.3.4. Contractor shall provide all employees appropriate uniforms and safety equipment including appropriate personal protective equipment per contractor policy in conjunction with SMOA ALS First Responder policy.
- 6.3.5. Contractor shall replace/resupply all non-narcotic medications and medical supplies utilized by the first responder units for the care of the patient(s). All supplies shall be replaced at the time of the call providing it does not delay patient transport. Should the immediate need to transport a patient necessitate a delay in the replacement of supplies on scene, replacement to the first responder unit shall occur as soon as possible after the call is completed.
 - 6.3.5.1. A written policy describing this process shall be established by the Contractor and approved by the County within thirty (30) days of contract execution.
- 6.3.6. Contractor shall transport and dispose of all biological/medical waste generated by SMOA ALS First Responder agency while rendering services pursuant to this contract.
- 6.4. Staffing Requirements:
 - 6.4.1. Units shall be staffed at all times by at least one (1) licensed Paramedic and one (1) Emergency Medical Technician (EMT).
 - 6.4.1.1. All of the Contractor's Paramedic staff shall hold a current, valid California Paramedic license, and be appropriately accredited to practice as a Paramedic in San Diego County. Each EMT shall be appropriately certified in the State of California.
 - 6.4.1.2. Contractor shall ensure that its employees adhere to operational policies, protocols and procedures established by the County.
 - 6.4.1.3. Contractor shall ensure that its employees are provided access to a complete set of contractor's operational policies and procedures outlining the standards adopted by the Contractor, specific to the Contractor's operation.
 - 6.4.1.4. Contractor shall provide the County a complete set of these policies and procedures within thirty (30) days of contract execution and any updates that occur.
 - 6.4.1.5. Contractor shall employ and retain sufficient numbers of experienced employees with expertise to operate ambulance units at the required service levels.
 - 6.4.1.6. Contractor shall ensure that employees meet all continuing education, re-licensure, recertification, and accreditation requirements established by the State of California and the County.
 - 6.4.1.7. Contractor shall ensure that management and supervisory personnel attend appropriate meetings as required by the County.
 - 6.4.1.8. Contractor shall not schedule any EMT or Paramedic to work continuously more than 60 hours within any 72-hour period or another solution that manages crew fatigue issues as provided by the Contractor and agreed to by the County.
 - 6.4.1.9. Contractor personnel shall exhibit professional and courteous conduct at all times.
 - 6.4.1.10. Contractor shall designate a Program Manager as liaison between the County, the Contractor and the first responder agencies in the SMOA.
 - 6.4.1.10.1. The Program Manager shall have evidence of prehospital care practice with no less than three (3) years of experience as an EMT, Paramedic or an EMS Manager.
 - 6.4.1.10.2. The Program Manager shall serve as liaison between the Contractor and the County, base hospital, receiving hospitals, ALS and basic life support (BLS) provider agencies, and public safety agencies operating within the SMOA.
 - 6.4.1.10.3. The Program Manager shall represent the Contractor to the public and other public service agencies and have authority to speak on behalf of the Contractor. The Program Manager may be requested to participate in various planning groups.
- 6.5. Deployment Plan: ALS ambulance units shall provide move up services according to a deployment plan approved by the County.
- 6.6. Training and Continuing Education:
 - 6.6.1. Contractor shall maintain a comprehensive on-going driver training program, as well as mapping training for contractor staff working in the area.
 - 6.6.2. Contractor shall participate in on-going disaster and medical operations training with SMOA first responders. The training program, number of instruction hours, and the Contractor's process for integrating training into daily operations will be reviewed and are subject to the County's approval on an annual basis.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT A – STATEMENT OF WORK

- 6.6.3. Contractor shall provide ongoing education activities for local area first responders designed to integrate the care delivered.
- 6.6.4. Contractor shall provide a minimum of six (6) continuing education courses per year to the SMOA ALS First Responders, as well as Advanced Cardiovascular Life Support (ACLS) and Cardiopulmonary Resuscitation (CPR) recertification classes every other year.
- 6.6.5. Contractor shall provide field internships for ALS interns in approved ALS training programs.
- 6.6.6. Contractor shall ensure field supervisory staff are trained at Incident Command System (ICS) 300 level within twelve (12) months of contract implementation.
- 6.6.7. All in-service education and training programs offered for continuing education (CE) credit must comply with applicable state regulations and County policies and procedures.
- 6.7. **Billing and Contractor's User Fee Schedule:**
 - 6.7.1. Contractor's billing and collection practices shall be in accordance with all State collection laws and regulations.
 - 6.7.2. Contractor shall bill each patient or insurance provider, if applicable, on a per-call basis.
 - 6.7.3. Direct billing statements shall be itemized so that all charges are clearly explained.
 - 6.7.4. Contractor shall provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.
 - 6.7.5. Contractor shall submit to the County, within ninety (90) days after the end of each County fiscal year (June 30), financial statements for the SMOA operation for all expenditures and revenues. The information provided by the Contractor will become property of the County and may be released by the County as public information.
 - 6.7.6. Contractor shall provide copy of Contractor's User Fee Schedule upon contract execution and annually within 30 days after the end of the County Fiscal Year (June 30) or earlier if there are changes.
 - 6.7.6.1. Contractor shall retain all revenues derived from the billing of services provided.
 - 6.7.6.2. Contractor's fees for ALS transports and related services shall be comparable to usual and customary fees charged for such services in the region.
- 6.8. **Community and Public Education:**
 - 6.8.1. Contractor shall maintain a community and public education program directed to the residents of SMOA. The purpose of the community and public education component is to support a quality EMS system, educate residents and foster cooperation between the Contractor and the community at large. Examples of topics appropriate for this program include injury prevention, home safety, seat belt usage, proper utilization of 9-1-1 and the EMS System, and CPR instruction.
 - 6.8.2. Contractor shall submit an annual report on community and public education activities conducted during each County fiscal year (July 1 through June 30) to the County within sixty (60) days of the fiscal year end.
 - 6.8.3. Contractor shall station the ambulance visibly at or near community events upon request from the City, approved by the County, only if doing so will not impede the Contractor's ability to meet the service level requirements of this Contract.
- 6.9. **Mutual Aid:**
 - 6.9.1. Contractor shall establish and/or maintain mutual aid agreements with neighboring BLS or ALS providers and jurisdictions.
 - 6.9.2. Contractor shall respond to mutual aid requests from other agencies within the surrounding service areas for response within the County according to written agreements with those agencies. Contractor shall maintain and document:
 - 6.9.2.1. The number and nature of mutual aid responses it makes into areas not part of SMOA; and
 - 6.9.2.2. The number and nature of mutual aid responses made by other agencies to calls originating within the SMOA.
 - 6.9.3. If contractor utilizes mutual aid support from a specific agency at a level that is more than 125% of the mutual aid support that it provides that agency, contractor will notify the County of the discrepancy and collaboratively develop and implement a plan to reduce its mutual aid.
 - 6.9.4. Contractor shall consider the use of boundary drop response patterns where response times exceed the designated times within the service area as defined in EMS [Policy P-801](#).
- 7. **Continuous Quality Improvement**
 - 7.1. Contractor shall implement and maintain an Emergency Medical Services Continuous Quality Improvement (CQI) program that interfaces with the local EMS agency's system-wide CQI program, which includes cooperation with the base hospitals' CQI processes, and is approved by the local EMS agency. This program will include a focus on integration of care between various phases of prehospital care and skills retention issues for ALS prehospital providers.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT A – STATEMENT OF WORK

- 7.1.1. Contractor shall develop and submit to the County a written EMS CQI Plan no later than thirty (30) days after contract execution and thirty (30) days after each annual contract renewal date thereafter, per County EMS [Policy S-004](#). The EMS CQI Plan shall describe the process for continually assessing the Contractor's effectiveness in accomplishing the goals and objectives for this program in collaboration with the base hospitals.
- 7.1.2. Contractor shall maintain a comprehensive CQI program designed to identify potential or existing clinical, operational, or equipment problems and a plan to correct them.
- 7.1.3. Contractor shall participate in the in the local EMS agency's EMS CQI Program. This includes making available mutually agreed upon relevant prehospital health records including electronic data, for program monitoring and evaluation.
- 7.1.4. Contractor's EMS CQI program shall be in accordance with the Emergency Medical Services Quality Improvement Program Model Guidelines (Title 22, Division 9, Chapter 12, 100402, Rev. 3/04), incorporated herein by reference, and shall be approved by the local EMS agency. This is a model program which will develop over time and is to be tailored to the individual organization's quality improvement needs and is to be based on available resources for the EMS CQI program.
- 7.1.5. The responsibilities of the Contractor in the EMS CQI process are as follows:
 - 7.1.5.1. Develop and implement a specific, written EMS CQI Plan.
 - 7.1.5.2. Assist the County in the identification of indicators needed and ensure compliance with completion of all required indicators.
 - 7.1.5.3. Share results of internal CQI activities, as well as dissemination of appropriate information from the Prehospital Audit Committee (PAC) with Contractor personnel when appropriate.
 - 7.1.5.4. Submit an EMS CQI Plan annually for review and approval by the County to determine effectiveness in identifying and resolving provider-related CQI issues and revise as needed and notify County of revisions.
- 7.1.6. Program Staff: The CQI Plan shall describe the process for developing, training and monitoring staff performance. The plan shall specify that staff shall be evaluated annually.
 - 7.1.6.1. Contractor shall develop a plan of corrective action to address process and the outcome objectives that are below expectations of this contract.
- 7.1.7. CQI Summary Report: The plan shall include the requirement for one (1) annual narrative report. The Summary Report shall be delivered to the County no later than 30 days after the start of the new contract year. The Summary Report shall address the following topics:
 - 7.1.7.1. Areas of concern or opportunities for improvement identified through the CQI process.
 - 7.1.7.2. Program performance
 - 7.1.7.3. Results of process and outcome measurement
 - 7.1.7.4. Data collected from client feedback, and
 - 7.1.7.5. Results of plan of corrective action or improvement plan
- 7.1.8. All CQI and medical control records under this contract shall be maintained by Contractor for a minimum of three years from the date of the incident. County, at its option and expense, may make a copy of Contractor's CQI and medical control records.

8. Patient Satisfaction Program

- 8.1. Contractor shall design and implement a Patient Satisfaction Program focusing on the services provided to patients, which shall be approved by the County prior to implementation and for all subsequent modifications and updates.
- 8.2. Survey mechanism shall be designed for a variety of distribution and collection methods.
- 8.3. Contractor shall establish and publish a web-based customer service portal to facilitate complaint submittals and answer Frequently Asked Questions. Complaints may be anonymous and are to be counted with a unique identification number along with date and time of receipt.
- 8.4. Contractor shall establish a mechanism for customers to log complaints via telephone.
- 8.5. Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide prompt response and follow-up to every inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
- 8.6. Contractor shall submit to the County on a monthly basis a list of all complaints received and the disposition/resolution.
- 8.7. Contractor shall conduct customer feedback survey and provide results to the County on a quarterly basis.

9. Automation, Data Collection and Reporting Requirements

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT A – STATEMENT OF WORK

- 9.1. Contractor shall participate in the existing County of San Diego EMS electronic health prehospital care record data collection system (CoSD LEMSIS) by either direct entry into CoSD LEMSIS OR exporting data in a format that is integrated real-time with CoSD LEMSIS per Health and Safety Code 1797.227 and CoSD EMS [Policy S-602](#).
- 9.2. Contractor's electronic health prehospital care record (ePCR) data collection system shall comply with CEMSIS and NEMSIS standards, including those data elements required by the County in CoSD LEMSIS.
- 9.3. Contractor shall utilize a recognized and CoSD LEMSIS integrated dispatch center for dispatch of ambulance units in SMOA.
- 9.4. Requirements For CoSD LEMSIS and Non-CoSD LEMSIS System Users:
 - 9.4.1. Contractor shall submit the current operating policies and procedures to the County no later than thirty (30) days after contract execution, and all updates and revisions shall be submitted as appropriate.
 - 9.4.2. Contractor shall ensure that all employees are continuously and appropriately licensed/certified/accredited and shall maintain a record for review by the County.
 - 9.4.3. Contractor must maintain current rosters in LEMSIS License Management System.
 - 9.4.4. Response time exemption requests shall be submitted to the County through Online Compliance Utility (OCU) designated by the County no later than the fifth (5th) day of the month following the incident. The County shall determine which incidents will be granted an exemption from the response time standard.
 - 9.4.5. Monthly Reports: Contractor shall provide the following monthly reports to the County:
 - 9.4.5.1. Report of payment collection activity, including run date and number, date and amount billed for service, payment collection, and date of receipt of payment.
 - 9.4.5.2. Contractor shall provide a monthly report to the County of any ambulance pulled from service. The report shall include the reason, date and amount of time the ambulance was out of service.
 - 9.4.5.3. Contractor shall submit a summary of customer service complaints as stated in 8.5.
 - 9.4.6. Annual Submittals: Contractor shall provide the following annual reports to the County:
 - 9.4.6.1. Contractor shall submit to the County within ninety (90) days after the end of each County fiscal year (June 30), financial statements for the operations of the Service Area, including all expenditures and revenues, as audited by a Certified Public Accountant. The information provided by the Contractor will become property of the County and may be released by the County as public information.
 - 9.4.6.2. Contractor shall submit a list of community and public education programs presented in the Service Area due no later than 30 days after the end of the contract year to the County per 6.7.2.
 - 9.4.6.3. Contractor shall develop and submit to the County, a written CQI Plan no later than thirty (30) days after contract execution and thirty (30) days after each annual contract renewal date thereafter as specified in 7.1.1.
 - 9.4.6.4. Contractor shall submit an annual CQI Summary Report as specified in 7.1.7.
 - 9.4.6.5. Contractor shall provide additional submittals and reports as required by the County.
- 9.5. Additional Requirements for Non - CoSD LEMSIS system users:
 - 9.5.1. Monthly Reports: Contractor shall provide the following monthly reports to the County:
 - 9.5.1.1. A listing of all responses and transports within SMOA.
 - 9.5.1.2. Documentation of response time compliance for SMOA.
 - 9.5.1.3. A list of mutual aid responses provided by the Contractor to adjacent jurisdictions.
 - 9.5.1.4. A list of all mutual aid responses from adjacent jurisdiction to the SMOA.
 - 9.5.2. Quarterly Report: Contractor shall provide the County a quarterly report summarizing response time compliance for each month in the quarter. This report shall include, at a minimum, a summary of total calls dispatched, total number of completed responses (as defined by dispatchers for which an "on-scene time" can be measured), total transports, total patients transported, and a breakdown of responses by response time by each ambulance.
 - 9.5.2.1. If any area is below the 90% criteria established for response time, a corrective action plan shall be submitted to the County for approval. Corrective action plan shall include description of area out of compliance, detailed, specific description of how contractor will correct the deficiency and date of expected correction.
 - 9.5.3. Contractor shall participate in Transfer of Care program per County EMS [Policy S-610](#) and provide for a planned goal of 80% compliance within the first 90 days of contract execution.
 - 9.5.4. Contractor shall submit data as required for inclusion in the State of California EMS System Core Measures quality improvement program.
 - 9.5.5. Contractor shall electronically integrate real-time Computer Aided Dispatch (CAD) data with CoSD LEMSIS, for CQI purposes.
 - 9.5.6. Contractor agrees to work with the County and local hospitals to establish, and/or participate in, a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT A – STATEMENT OF WORK

EMS system-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT B – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions) insurance appropriate to the Contractor's Profession, including, but not limited to paramedics, medical administration and legal services.
- E. Cyber/Information Security Liability shall cover all of Contractor's employees, officials and agents. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall apply to any dishonest, fraudulent, malicious or criminal activities that affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; causing electronic or non-electronic confidential electronic data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$3,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$1,000,000 per claim with an aggregate limit of not less than \$3,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.
- E. Cyber Security Liability: \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Endorsement

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT B – INSURANCE REQUIREMENTS

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT B – INSURANCE REQUIREMENTS

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

COUNTY CONTRACT NUMBER 562228
AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA
EXHIBIT C – USER FEE SCHEDULE

1. **Compensation:** Contractor shall retain all revenues derived from the billing of services provided, as stated in Exhibit A – Statement of Work section 6.7.6.1.
2. **User Fee Schedule:** The User Fee Schedule shown below, provided by the Contractor, includes the following charges: advanced life support transport rate, mileage (per mile), oxygen, night, and assessment. Contractor shall provide a copy of Contractor’s User Fee Schedule annually, as stated in Exhibit A – Statement of Work section 6.7.6.

ALS Transport Rate Charge	Mileage Charge (per mile)	Oxygen Charge	Night Charge	Assessment Only Charge
\$1,225.00	\$24.00	\$65.00	\$50.00	\$150.00

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 9547)
HEALTH AND HUMAN SERVICES AGENCY – MEDICAL CARE SERVICES DIVISION
9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

PROPOSAL COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Proposal

DESCRIPTION

Request for Proposals (RFP) 9547	9-1-1 Advanced Life Support Ambulance Services for San Marcos Operating Area
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OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

San Marcos Fire Department

Company/Organization Name

1 Civic Center Dr., San Marcos, CA 92069

Address

(760) 744-1050 Ext. 3401

Telephone Number

<https://www.san-marcos.net/departments/public-safety/fire-department>

Website Address

(760) 744-5213

Fax Number

<https://www.san-marcos.net/departments/public-safety/fire-department>

Offeror Website Address

County communications to Offeror regarding this RFP will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Dan Barron

Authorized Representative Name

Fire Chief

Authorized Representative Title

dbarron@san-marcos.net

Authorized Representative Email Address

(760) 744-1050 Ext 3401

Authorized Representative Telephone Number

1 Civic Center Dr., San Marcos, CA 92069

Mailing Address

AUTHORIZED POINT OF CONTACT (POC)

(if different from Authorized Representative)

Dan Barron

POC Name

Fire Chief

POC Title

dbarron@san-marcos.net

POC Email Address

(760) 744-1050 Ext. 3401

POC Telephone Number

1 Civic Center Dr., San Marcos, CA 92069

Mailing Address

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this proposal on behalf of the Offeror listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

11/22/2019

Authorized Representative Signature

Date

The following representations and certifications are to be completed, signed and returned with the offer.

1. BUSINESS TYPE

For-profit Non-profit Government

Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? Yes No

3.2. Are you a local business with a physical address within the County of San Diego? Yes No

3.3. Are you certified by the State of California as a:

Disabled Veteran Business Enterprise (DVBE)
Certification #: N/A

Small Business Enterprise (SBE)
Certification #: N/A

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Dan Barron

Title: Fire Chief

Company/Organization: San Marcos Fire Department

Signature: 

Date: 11/22/19

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Nondisclosure Indemnification Agreement – N/A

DVBE Forms – N/A

Any other required forms – N/A

Program/Technical Exhibit 1

1. Program Design and Services Description

1.1. Goals and Objectives/Target Population and Geographical Area:

The San Marcos Fire Department (SMFD) employs methods and strategies that meet and exceed the goals and objectives per Statement of Work (SOW) Section 3 and 4 as demonstrated below.

SMFD provides all transport services to the San Marcos Operating Area (SMOA), as defined in Attachment 1, twenty-four (24) hours per day, seven (7) days per week. All primary ambulances providing transport service will be based within the boundaries of the SMOA. SMFD's Advanced Life Support (ALS) rescue ambulances will honor all mutual/automatic aid requests as outlined in the San Diego County Operational Area Emergency Operations Plan - Fire and Rescue Mutual Aid Operations (Annex B) and Mass-Casualty Incident (MCI) Operations (Annex D). In order to maintain continuous service to the operating area SMFD will provide a minimum daily service level of five (5) front-line ALS rescue ambulances. In addition, SMFD maintains four (4) reserve ambulances ready to deploy should a front-line ambulance be deemed out of service. SMFD utilizes City of San Marcos (City) personnel and contract services to provide routine and preventative services, as well as emergency mechanic services to ensure that all ambulances are available for use. The City has contracts with on-call emergency mobile mechanic service providers for immediate in-field response twenty-four (24) hours a day, seven (7) days a week. SMFD utilizes online vehicle service status tracking software, with the capability of providing daily/monthly reports to ensure all ambulance service statuses are monitored, maintained and available for SMOA, as necessary, to provide the highest level of service possible. (*SOW Section 3.1.*)

SMFD is a member agency of the North County Dispatch Joint Powers Association (NCDJPA). NCDJPA provides all dispatch services to SMFD including ALS ambulance dispatch services for the SMOA. SMFD consistently meets all County total response time requirements and has maintained an average of 6:54 minutes, 90% of the time over the past five (5) years. (*SOW Section 3.2.*)

SMFD will provide five (5) ALS rescue ambulances ready at all times, staffed with one (1) licensed Firefighter/Paramedic (FFPM) and one (1) licensed Emergency Medical Technician (EMT). SMFD proposes that the ALS rescue ambulances will be fully staffed and operational regardless of scheduled shift changes. If necessary, and in order to meet continuity of care and transport, on-duty ALS first responder engine FFPMs will be used to staff ALS rescue ambulances. (*SOW Section 3.3.1.*) All SMFD FFPMs and EMTs are accredited to practice in San Diego County and the State of California. All SMFD ALS rescue ambulances are placed strategically throughout the SMOA to meet response times and provide optimal service area coverage paired with the highest level of care possible. (*SOW Section 3.3.2.*)

SMFD participates in the County Transfer of Care (TOC) program per County Emergency Medical Services (EMS) Policy S-610. SMFD has been a participant in the TOC program since before its official inception in 2017 and has maintained a TOC compliance percentage of 95% over the life of the program. SMFD maintains a high standard of TOC compliance and utilizes the First Watch program to monitor compliance. SMFD will continue to meet and exceed all requirements of the TOC program and adhere to all aspects of County EMS Policy S-610 (*SOW Section 3.3.3.*)

SMFD utilizes five (5) ALS rescue ambulances staffed with one (1) FFPM and one (1) EMT to serve the SMOA and its respective target population of approximately 93,295 (*SOW Section 4.1*) The five (5) ALS rescue ambulances are strategically placed throughout the SMOA based on a 2017 Standards of Response Cover Plan. This Standards of Response Cover assessment confirmed that the location of the ALS rescue ambulances are in the most effective locations to serve the 33 square miles of the SMOA. The SMOA consists of City of San Marcos and San Marcos Fire Protection District geographic areas. The SMFD has five (5) ALS rescue ambulances placed at four (4) fire station locations and four (4) reserve ambulances placed at (3) fire station locations. Scheduled ALS rescue ambulance FFPMs and EMTs will be assigned and housed with ALS first

responder unit personnel at each fire station twenty-four (24) hours a day, seven (7) days a week. (*SOW Section 4.2.*)

1.2. General Requirements for Service Delivery:

The SMFD understands and agrees to all clinical requirements which are specified in State of California and County of San Diego rules, regulations, policies, procedures, and protocols relating to the operation of ALS emergency ambulances, as it relates to this contract. SMFD pledges to meet all clinical performance requirements mandated by the County of San Diego, Division of Emergency Medical Services rules, regulations, policies, procedures, and protocols.

To maintain a high level of clinical sophistication, SMFD programs will mirror those specified in State of California and County of San Diego rules, regulations, policies, procedures, and protocols relating to the operation of ALS emergency ambulances. The SMFD clinical performance is consistent with approved medical standards and protocols of the County of San Diego which are categorized as:

- Internal training and auditing program (County EMS Policy S-307)
 - Monitoring procedures/correcting performance problems (County EMS Policy S-006 and S-011)
 - On-board equipment supplies/medication (County EMS Policy S-103 and P-806)
 - Operational protocols (County Protocol Book Section 100)
 - Personnel qualifications (County EMS Policy P-305 and B-352)
 - Quality Assurance/Quality Improvement Program (County EMS Policy S-004)
- (*SOW Section 5.1.*)

All ambulances meet current California Title XIII requirements. Ambulance builds will follow future state and federal mandates as those build requirements become available. All new ambulances will incorporate safety as a number one priority and will have the following features:

- Meet County of San Diego Ambulance Inventory Protocol S-103
 - Meet the requirements of Office of Safety and Health Administration (OSHA) Blood Borne Pathogen Guidelines
 - Medical supplies and EMS equipment arranged to take into account OSHA Ergonomics Standard for reducing RMI (Repetitive Motion Injuries)
 - Sound protection and be OSHA compliant for Occupational Noise Exposure
 - Non-porous components providing easy cleaning and sanitizing
 - Interior and flooring designed to be decontaminated with ease
 - Restraining devices for patients and personnel in compliance with Department of Transportation (DOT) safety standards. Sound protection will be provided to meet Occupational Noise Exposure in accordance with OSHA regulations
- (*SOW Section 5.2.*)

The SMFD is authorized and permitted according to San Diego County Ambulance Ordinance to provide ALS ambulance services in San Diego County, in the SMOA and in all relevant municipal and state jurisdictions and has been doing so since December of 2001. (*SOW Section 5.3.*)

The SMFD owns and maintains all of its vehicles, equipment and facilities. SMFD will provide all resources necessary to accomplish the work requirements of this agreement to include five (5) front-line ambulances and four (4) reserve ambulances. The SMFD, City personnel and contract services are responsible for all maintenance, repair and replacement of these resources. In Fiscal Year 2020, SMFD is scheduled to replace its two (2) oldest ambulances. (*SOW Section 5.4.*)

The SMFD ensures the ALS ambulance security, safety and housing of all ambulances at fire stations located within the SMOA. Each fire station provides extensive security and safety of all EMS supplies and equipment in a dedicated EMS supply room. Only SMFD personnel with a valid City identification card can access the fire

station EMS supply rooms. In addition, all controlled pharmaceuticals are double-locked in the ambulances and in fire station EMS rooms. Guidelines are outlined in the SMFD Emergency Medical Operations Manual (EMOM) sections 208.00 and 212.00. (*SOW Section 5.5.*)

The SMFD has a policy and procedure for rotating first responder medical supplies to ensure supplies are used prior to expiration date. SMFD will provide a copy of its written EMOM policy describing this process and submit it to the County for approval within thirty (30) days of contract execution. SMFD's EMOM section 303.00, dated March 15, 2017, establishes medical supply management and inventory procedures in compliance with County EMS Policy S-416 and also establishes procedures for the management and accountability of controlled drugs issued to the SMOA. In addition, EMOM section 303.00 establishes policy and procedures for the rotation of medical supplies so that older supplies are in position to be used first, which reduces waste. EMOM section 303.00 provides clear direction and includes multiple safeguards to prevent expired medication and supplies from ever being used on patients. EMOM section 303.00 is regularly reviewed and updated. (*SOW Section 5.6.*)

The SMFD will notify the County within twenty-four (24) hours of any changes in management that may affect its ability to comply with the SOW. (*SOW Section 5.7.*) In addition, the SMFD will immediately notify the County of any condition that adversely affects its ability to meet the required service levels as outlined in the contract. (*SOW Section 5.8.*)

The SMFD will execute orders issued by the Public Health Officer in accordance with system-wide Guidelines for the Prevention of Transmission of Contagions and Contaminants per County EMS Policy S-009 and in compliance with procedures issued by the Public Health Officer. (*SOW Section 5.9.*) The SMFD provides all SMOA first responder field personnel and staff with flu vaccine administration on an annual basis. (*SOW Section 5.10.*)

The SMFD will obtain prior approval from the County and the City for any public information materials and content used relating to its services. The City has a dedicated Public Information Officer (PIO) where by any public information materials released to the public are reconciled to be factual. (*SOW Section 5.11.*)

1.3. Facilities and Resource Location

The SMFD operates five (5) ALS ambulances at four (4) strategically located fire stations servicing the entire SMOA twenty-four (24) hours per day, seven (7) days per week as necessary to meet the program service requirements as follows:

Fire Station 1 – 180 W. Mission Rd. San Marcos, CA 92069

- 13,000 sq. ft. Facility Built in 2001
- 1 ALS Ambulance, 1 ALS Engine, 1 ALS Truck, 1 ALS Brush Engine
- 2 Reserve Ambulances, 1 Reserve Engine, 1 Reserve Truck, 1 Rescue Trailer
- 2 Captain/Paramedics and/or Captains, 3 Engineer/Paramedics and/or Engineers, 2 FFPMs, 1 Full Time EMT, 1 Battalion Chief/Paramedic and/or Battalion Chief

Fire Station 2 – 1250 S. Rancho Santa Fe Rd. San Marcos, CA 92069

- 10,000 sq. ft. Facility Built in 2006
- 2 ALS Ambulances, 1 ALS Engine, 1 ALS Brush Engine
- 1 Reserve Ambulance, 1 Reserve Engine
- 1 Captain/Paramedic and/or Captain, 1 Engineer/Paramedic and/or Engineer, 3 FFPMs, 1 Full Time EMT, 1 Part Time EMT

Fire Station 3 – 404 Woodland Parkway San Marcos, CA 92069

- 6,000 sq. ft. Facility Built in 1990
- 1 ALS Ambulance, 1 ALS Engine, 1 ALS Brush Engine

- 1 Captain/Paramedic and/or Captain, 1 Engineer/Paramedic and/or Engineer, 2 FFPMs, 1 Full Time EMT

Fire Station 4 – 204 San Elijo Rd. San Marcos, CA 92078

- 10,000 sq. ft. Facility Built in 2008
- 1 ALS Ambulance, 1 ALS Engine, 1 ALS Brush Engine, 1 All-Terrain Vehicle (Trail Rescue), 1 Mobile Emergency Communications Unit (MEOC)
- 1 Reserve Ambulance, 1 Reserve Engine
- 1 Captain/Paramedic and/or Captain, 1 Engineer/Paramedic and/or Engineer, 2 FFPMs, 1 Full Time EMT

1.4. Specific Requirements for Service Delivery:

SMFD shall respond to all calls for medical aid, made via the NCDJPA dispatch system, within nine (9) minutes. The SMFD provides ALS ambulance services to the SMOA twenty-four (24) hours per day, seven (7) days per week. All primary ambulances providing transport service are based within the boundaries of the SMOA. In addition, the SMFD's ALS ambulances will honor all mutual/automatic aid requests as outlined in the San Diego County Operational Area Emergency Operations Plan - Fire and Rescue Mutual Aid Operations (Annex B), Mass-Casualty Incident (MCI) Operations (Annex D), North Zone Regional Master Automatic Aid Agreement, County Master Mutual Aid Agreement, and State Master Mutual Aid Agreement. (*SOW Section 6.1.*) The SMFD responds to all calls made via the NCDJPA dispatch system and shall continue to meet, at a minimum, the response time requirement as described in the contract proposal and approved by the County. The SMFD's average time responding to an emergency call is approximately four (4) minutes, fifty (50) seconds, which is well below the minimum nine (9) minute criteria of the SMOA. The SMFD utilizes NCDJPA for all dispatching services. (*SOW Section 6.2.1.*)

The SMFD has a Response Time Exception (RTE) form that is submitted for all incidents involving ambulance response times greater than nine (9) minutes. Per SMFD EMOM policy 402.00, an RTE form shall be submitted to SMFD administration for incidents that qualify for evaluation under all categories listed in the SOW. (*SOW Section 6.2.2.1.-6.2.2.10.*) The RTE form will be, without exception, delivered to the SMFD Fire Chief within seven (7) calendar days or by the fifth day of the month following the incident, whichever is sooner. These reports will then be submitted to the County. The SMFD understands the County will review exemption requests and determine eligibility. (*SOW Section 6.2.2.*)

SMFD ALS ambulances shall not exceed a chute time of two (2) minutes ninety (90) percent of the time, as outlined in EMOM policy 106.00. All SMFD ambulance chute time data is tracked and recorded in Tableau, a statistical analytics program. In addition, each fire station has chute time clocks mounted on the apparatus floor walls to improve situational awareness and compliance with chute time requirements. Chute time averages are posted in the SMFD monthly operational activity report and disbursed to all SMFD personnel. (*SOW Section 6.2.3.*)

The SMFD recognizes that in the case of multiple ambulance responses to a single incident, only the response time of the first arriving ALS ambulance shall be counted in the compliance computation. (*SOW Section 6.2.4.*) The SMFD recognizes if a call is upgraded, the response time shall be measured from the point of notification the ambulance is upgraded in priority. If a call is downgraded during responses, the ambulance shall have fifteen (15) minutes from point of notification of downgrade to arrive on scene. (*SOW Section 6.2.5.*)

The SMFD operates five (5) ALS ambulances at four (4) strategically located fire stations servicing the entire SMOA. The SMFD will have all ambulances placed as outlined below:

ALS Rescue Ambulances – Front-line

- Rescue Ambulance 141 - Rescue Ambulance 141 is a 2019 Ford E450 (Braun) Type III ALS transport unit. This ambulance responds from Fire Station 1.
- Rescue Ambulance 142 - Rescue Ambulance 142 is a 2018 Ford E450 (Braun) Type III ALS transport unit. This ambulance responds from Fire Station 2.
- Rescue Ambulance 143 - Rescue Ambulance 143 is a 2017 Ford E450 (Braun) Type III ALS transport unit. This ambulance responds from Fire Station 3.
- Rescue Ambulance 144 - Rescue Ambulance 144 is a 2017 Ford E450 (Braun) Type III ALS transport unit. This ambulance responds from Fire Station 4.
- Rescue Ambulance 145 - Rescue Ambulance 145 is a 2019 Ford E450 (Braun) Type III ALS transport unit. This ambulance responds from Fire Station 2.

ALS Rescue Ambulances – Reserve Status

- Rescue Ambulance 141R – Rescue Ambulance 141R is a 2016 Ford E450 (Braun) Type III ALS transport unit. This ambulance is located at Fire Station 1.
- Rescue Ambulance 142R – Rescue Ambulance 142R is a 2016 GMC C4500 (Braun) Type III ALS transport unit. This ambulance is located at Fire Station 2.
- Rescue Ambulance 143R – Rescue Ambulance 143R is a 2014 GMC C4500 (Braun) Type III ALS transport unit. This ambulance is located at Fire Station 2.
- Rescue Ambulance 144R – Rescue Ambulance 144R is a 2017 Ford E450 (Braun) Type III ALS transport unit. This ambulance is located at Fire Station 4.

(SOW Section 6.3.1.)

The SMFD utilizes Type III modular style ambulances for all five (5) front-line and four (4) reserve ambulances in the SMOA. City personnel and contract services provides all fuel and maintenance for all SMFD ambulances. *(SOW Section 6.3.1.1.)*

The SMFD utilizes an automated maintenance program in close coordination with City personnel. This automated record keeping system is used for all front-line and reserve ambulances. In addition, this program allows for tracking of ambulance status and vehicle repairs. All records for routine maintenance will be available to the County upon request through the SMFD. All ALS ambulances will be inspected daily at the start of each shift, including reserve equipment. Any problems discovered during the daily vehicle inspection will be noted in the Vehicle Repair Record as well as in the SMFD online reporting system, VAIRKKO. Deficiencies that place the vehicle out-of-service are immediately reported to the City and given the highest priority for repair. In the event of an ambulance going out of service, a reserve ambulance is then placed into front-line service until necessary repairs are completed to ensure continuous SMOA service. In addition, SMFD also has an ambulance loan-sharing process and procedures in place with North Zone fire agencies. *(SOW Section 6.3.1.2.)*

The SMFD deploys Mobile Data Computers (MDCs) in all ALS ambulances and supervisor's vehicles that are assigned to the SMOA. All MDCs are equipped with Automatic Vehicle Location (AVL), Global Positioning System (GPS), and Geographic Information System (GIS)/Routing and Mapping for the incident notification system that is used by NCDJPA dispatch. *(SOW Section 6.3.1.3.)*

The SMFD will provide all 800 MHz portable and mobile Regional Communication System (RCS) radios as needed to provide ALS services in the SMOA. The SMFD is responsible for all fees associated with RCS updates and repairs. Additionally, the SMFD equips and maintains Very High Frequency (VHF) portable and mobile radios on all ambulances to operate on the North Zone VHF back up radio system. This allows for continued communications with NCDJPA and resources in the event of a radio failure of the RCS. This also provides interoperability with any assisting agencies that utilize VHF radio systems. *(SOW Section 6.3.1.4.)*

The SMFD makes reasonable efforts to provide stand-by ambulance(s) if available during major emergencies and multiple alarm fires within SMOA, as requested by the County outlined in the San Diego County Operational Area Emergency Operations Plan - Fire and Rescue Mutual Aid Operations (Annex B) and Mass-Casualty Incident (MCI) Operations (Annex D). The SMFD maintains all mutual aid/automatic aid agreements with neighboring agencies and jurisdictions. The SMFD is part of the North Regional Zone Master Automatic Aid

Agreement, County Master Mutual Aid Agreement and State Master Mutual Aid Agreement. The closest resource philosophy is shared by all agencies in the North Zone. This means, regardless of the SMFD or jurisdictional boundaries, the closest ambulance will respond in order to provide the highest level of service to the SMOA. (*SOW Section 6.3.1.5.*)

The SMFD provides patient care equipment that is compatible and consistent with all ALS first responder units and ambulances in the SMOA. (*SOW Section 6.3.2.*)

SMFD will maintain in each ambulance no less than the minimum inventory of essential equipment and supplies for adult, pediatric, infant, and neonate applications, as described in County of San Diego EMS Treatment Protocol & Policies. (*SOW Section 6.3.3.*)

The SMFD provides a uniform stipend to each employee, on a yearly basis, for the purchase of new uniforms. The SMFD has a uniform and grooming policy that all employees are required to comply with. All ALS ambulances have safety equipment assigned to them and all FFPMs and EMTs are issued personal protective equipment such as safety glasses, N95/P100 masks, latex gloves, safety jackets, Tyvek suits, and ear protection. (*SOW Section 6.3.4.*)

The SMFD employs both a policy and a system for the replacement/re-supply of all non-narcotic medications and medical supplies utilized by the first responder units and ambulances. All supplies are replaced at the time of the call providing it does not delay patient transport. Should the immediate need to transport a patient require a delay in the replacement of supplies, replacement shall occur as soon as possible after the call is completed. (*SOW Section 6.3.5.*) Additionally, SMFD EMOM establishes medical supply management replacement/re-supply and inventory procedures in compliance with County EMS Policy S-416 and establishes procedures for the management and accountability of controlled drugs issued to the SMFD. The SMFD will provide the County, within thirty (30) days of contract execution, a copy of the SMFD EMOM. (*SOW Section 6.3.5.1.*)

The SMFD has established procedures, per EMOM section 303.04, in compliance with County EMS Policy S-416 for proper disposal of biohazard, sharps and pharmaceutical medical waste. All SMFD medical waste is secured and stored in a designated storage room at Fire Station 4. The SMFD coordinates with a licensed medical waste pick-up company monthly or as needed. (*SOW Section 6.3.6.*)

The SMFD maintains constant staffing of five (5) ALS ambulances, with a minimum of one (1) licensed FFPM and one (1) EMT certified to work in the County of San Diego. (*SOW Section 6.4.1.*)

The SMFD ensures that all Paramedic staff have a current, valid California Paramedic license, and are accredited to practice as a Paramedic in San Diego County. SMFD utilizes an electronic training information/data management system to track mandated training and certification requirements. This program is used by SMFD personnel to ensure that all EMS personnel maintain licenses and certifications as required for San Diego County and the State of California. (*SOW Section 6.4.1.1.*)

The SMFD ensures its personnel adhere to operational policies, protocols and procedures established by the County. All County EMS Protocols and SMFD's operational policies/procedures are available in a searchable and indexed format via the City intranet. (*SOW Section 6.4.1.2.*)

All SMFD personnel are provided with complete access to operational policies/procedures (EMOM) and notified of all updates via Target Solutions, a web-based training platform. (*SOW Section 6.4.1.3*) The SMFD will provide the County a complete set of the EMOM policies and procedures within thirty (30) days of contract execution and any updates that occur in the future. (*SOW Section 6.4.1.4.*)

The SMFD operates under the concept of constant staffing meaning that all emergency units will be constantly staffed with the appropriate number of qualified personnel. The SMFD has a comprehensive staffing policy in the Personnel Manual (PM) section 100.00 to ensure that constant staffing be maintained at all times. The SMFD uses an automated schedule and staffing system to proactively fill shift openings due to vacation, sick leave, training, etc. Staffing is diligently monitored and supervised by a scheduling Captain and the on-duty Battalion Chief. In

the event of an emergency shift opening, such as an illness of personnel during a shift, off-duty personnel are immediately called back to duty. Emergency staffing is in compliance with EMOM section 200.00 to ensure that ambulances are immediately staffed. (*SOW Section 6.4.1.5.*)

SMFD policy requires that SMOA personnel maintain licenses and certifications required for their positions (EMT and FFPM), including continuing education (CE), re-licensure and accreditation requirements established by the State of California and the County of San Diego. To this end, the SMFD is approved by San Diego County EMS to deliver ALS/Basic Life Support (BLS) CE classes. The CE program is administered by a credentialed EMS Coordinator. The SMFD participates in a North Zone joint training agreement, in addition to a collaborative EMS CE Program. Both programs provide personnel ALS/BLS CE classes. The SMFD ensures that all personnel meet the minimum CE, recertification, re-licensure, and accreditation requirements by utilizing an electronic training information/data management system to track mandated training and certification requirements. (*SOW Section 6.4.1.6.*)

The SMFD EMS Coordinator routinely attends all appropriate EMS meetings as required by the County including but not limited to: Cal Chiefs EMS group, North Zone EMS Committee, County Paramedic Agency Committee (CPAC), Base Stations Physicians' Committee (BSPC), Pre-hospital Audit Committee (PAC), Emergency Medical Care Committee (EMCC), San Diego County Fire Chiefs Association EMS Section, and Joint Base Hospitals. (*SOW Section 6.4.1.7.*)

SMFD personnel work a 48/96 duty schedule in which EMTs and Paramedics work two (2) consecutive 24-hour shifts in a six (6) day period. Personnel are then off duty for four (4) consecutive days. (On-On-Off-Off-Off-Off). 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/or mandatory overtime, EMTs and Paramedics are not routinely scheduled to work continuously for more than forty-eight (48) hours within any 60-hour period. (*SOW Section 6.4.1.8.*)

SMFD FFPMs and EMTs are subject to all SMFD personnel rules and regulations and are under the direct supervision of a Fire Captain at all times. The expectation of all employee conduct is defined by laws, codes, policy, organizational culture, and core values. Employees are required to display professional and courteous conduct at all times when interacting with customers (the public), cooperators (neighboring fire department personnel), and stakeholders (hospital, County and City staff). Employees who do not fully embrace the organizational culture and core values of the SMFD are removed from service through self-extrication or progressive discipline. (*SOW Section 6.4.1.9.*)

The SMOA Program Manager has evidence of pre-hospital care practice with no less than three (3) years of experience as an EMT, Paramedic or EMS Manager. The SMOA Program Manager will be the SMFD EMS Coordinator. The SMFD EMS Coordinator, Jennifer Duffy, a Registered Nurse and Paramedic, serves as the Narcotics Manager, 24-hour Designated Infection Control Officer, and pre-hospital EMS CE Provider. EMS Coordinator Duffy holds current licensure from the State of California as a Professional Clear Multiple Subject Teaching Credential in 1991, Paramedic in 1998 and a Registered Nurse in 2009. As the Program Manager, EMS Coordinator Duffy has the authority to speak on behalf of the SMFD and she may be requested to participate in various planning groups as needed. (*SOW Section 6.4.1.10., 6.4.1.10.1-6.4.1.10.2.*)

SMFD ALS ambulances are integrated to provide move up services according to a deployment plan approved by the County. SMFD maintains all mutual aid/automatic aid agreements with neighboring providers and jurisdictions. SMFD is part of the North Regional Zone Master Automatic Aid Agreement, County Master Mutual Aid Agreement and State Master Mutual Aid Agreement. The closest resource philosophy is shared by all agencies in the North Zone. This means that the closest resource at the time of call, regardless of the department or boundaries, will respond in order to provide the highest level of service to the SMOA. (*SOW Section 6.5.*)

SMFD maintains a comprehensive, on-going, driver training program as well as mapping and navigation training for its personnel who are employed in the SMOA. SMFD collaborates with the SMOA training and safety personnel to provide mapping and navigation training that is current and updated as changes occur in the service area. SMFD meets and exceeds the DMV driver license testing requirements. SMFD regularly receives reports

and reviews the driving record of each employee. SMFD meets standards as set forth under the National Fire Protection Association, Standard 1451, Fire Service Vehicle Operations and Training Program. This standard outlines the requirements for a written training program that includes organizational procedures for training, vehicle maintenance and identifying equipment deficiencies. Mandatory training hours include Hazardous Materials - two (2) hours, Driver Training - two (2) hours and Safety - one (1) hour. This training is part of the SMFD's comprehensive Run-Map Program, which consists of service area run-maps, special area mapping of apartment complexes and mobile home parks, as well as building pre-plans of special hazard occupancies. The SMFD will continue to institute this policy and procedure. In addition to all pre-requisite training, licensing, and certification requirements, newly-hired employees complete an orientation period prior to entering the employee probation phase. During orientation, time is dedicated for the new employee to review the SMFD's Vehicle Operations Manual, DMV Air brake operations, DMV pre-trip inspections, and complete a driver's rodeo course with a SMFD ambulance. All probationary employees are required to pass a run map test. (*SOW Section 6.6.1.*)

SMFD will participate in on-going disaster and medical operations training with SMOA first responders, including but not limited to North County Transit District (NCTD), CHP, San Diego County Sheriff (SDSO), San Diego County Office of Emergency Services (OES), and local municipalities and districts. The training program, number of instruction hours, and SMFD's process for integrating training into daily operations will be available for County approval on an annual basis. The SMFD recognizes that training and education for emergency medical operations and disaster preparedness are essential factors in delivering efficient emergency services. The SMFD's training program is based on reinforcing established standards, consistency in evaluation, realistic performance objectives, and assurance that all training is relevant. (*SOW Section 6.6.2.*)

SMFD maintains a successful in-house first responder training and re-certification programs, conducted by qualified SMFD instructors. This training allows all personnel to meet their CE requirements on-duty. By conducting this type of training and re-certification with the first responders, it enables an effective transition of care at an emergency medical incident. (*SOW Section 6.6.3.*)

SMFD meets and exceeds thirty-six (36) hours of CE courses per year for SMFD ALS first responders. SMFD participates in a shared EMS CE platform with Escondido Fire Department allowing for efficiency and ability to pool from a variety of experienced Paramedic instructors. SMFD maintains an EMS CE Provider Number 37-0412 and is managed by EMS Coordinator Duffy, RN, EMT-P who holds a valid California State Teaching Credential. SMFD has established a comprehensive training program that requires a minimum of twenty (20) hours of training per month for each employee. The training program includes an average of six (6) to eight (8) pre-scheduled EMS CE classes per year, as well as ACLS and CPR recertification classes every other year. (*SOW Section 6.6.4.*)

SMFD provides field internships for ALS interns for approved ALS training programs. The SMFD maintains at least twelve (12) Paramedic Preceptors for the field internship portion of the Community Colleges' Paramedic Programs. This allows SMFD Paramedic Preceptors to continually enhance and utilize their skill sets. SMFD supports and collaborates closely with multiple state and County accredited ALS training programs to facilitate the training of Paramedic students. (*SOW Section 6.6.5.*)

All SMFD field supervisory personnel (Chief Officers, EMS Coordinator and Captains) are trained at Incident Command System (ICS) 300 and NIMS IS-800 level or higher. (*SOW Section 6.6.6.*)

All SMFD in-service education and training programs offered for CE credit comply with applicable state regulations and County policies and procedures. The EMS Coordinator (Program Manager) validates that SMFD is compliant with all EMS training courses provided. (*SOW Section 6.6.7.*)

SMFD utilizes a billing and accounts receivable system to bill for services provided. SMFD ensures its billing and collection practices are in accordance with all state collection laws and regulations. All services are well documented and readily available for inspection and audit. The SMFD maintains a contract with Wittman Enterprises for billing and collection services in accordance with the fee schedule (Exhibit C – User Fee Schedule) established by the SMOA. Each patient or insurance provider, if applicable, is provided with a detailed and itemized bill on a per-call basis. Wittman Enterprises retains SMFD's records on-site for seven (7) years.

Electronic Patient Care Reports (ePCR) and all correspondence are scanned into an electronic storage system daily. The system is also backed up daily and stored off site. (*SOW Section 6.7.1.- 6.7.3*)

Wittman Enterprises, the SMFD's provider for ambulance billing services, has eight (8) Spanish-speaking Customer Service Representatives in both management and non-management positions, as well as Hmong, Chinese and Vietnamese speakers. This provides the customer with the highest quality of service available at every level of interaction. Wittman Enterprises utilizes Language Line Services to cover any languages that cannot be provided internally. (*SOW Section 6.7.4.*)

SMFD will submit to the County, within ninety (90) days after the end of each County Fiscal Year (June 30), financial statements for SMOA operation for all expenditures and revenues as audited by a Certified Public Accountant. SMFD understands that information provided will become property of the County and may be released by the County as public information. (*SOW Section 6.7.5.*)

SMFD will provide a copy of its fee schedule annually within thirty (30) days following the end of the County Fiscal Year (June 30) or earlier if there are changes. (*SOW Section 6.7.6.*)

SMFD will retain all revenues derived from the billing of services provided. (*SOW Section 6.7.6.1.*) SMFD's fees for ALS transports and related services will be comparable to usual and customary fees charged for such services in the region. (*SOW Section 6.7.6.2.*)

SMFD will continue to be a leader in providing community education programs that are educational and informative with regard to personal health and injury prevention. SMFD has trained thousands of community members in Cardiopulmonary Resuscitation (CPR) using American Heart Association (AHA) guidelines and standards. SMFD is well equipped to facilitate public and community education programs through the following avenues:

- Social Media – SMFD routinely uses social media platforms to inform the community on real-time emergencies, seasonal safety tips, and educational briefings. This media is used in conjunction with the City and the San Marcos Professional Firefighter Association's social media messaging.
- Newsletter, Brochures, pamphlets, and handouts covering safety information pertinent to home safety and utilization of 9-1-1 and the EMS system.
- Citizen/Intern Ride-Along Program – allows ride-alongs to observe EMS and first responder personnel performing a variety of duties throughout their normal course of work.
- CPR Classes – SMFD offers basic CPR classes to the public on a monthly basis.
- Community Emergency Response Team (CERT) – SMFD offers volunteer training and organization that professional responders can rely on during disaster situations.
- SMFD Open House – allows members of the public to tour the fire station and ALS apparatuses, learn home safety tips, and obtain education on medical resources to assist with care and well-being.
- Safety Fairs and Community Meetings– SMFD educates, informs and discusses life safety, emergency preparedness and evacuation information to the public.

(*SOW Section 6.8.1.*)

Community and public education activities are documented in the SMFD's electronic training information/records management system. SMFD will submit an annual report from this program outlining specific participation in community and public education activities conducted during each County Fiscal Year (July 1 through June 30) to the County within thirty (30) days of the Fiscal Year end. (*SOW Section 6.8.2.*)

SMFD will station ambulance(s) visibly at or near community events upon request from the City, approved by the County, only if doing so will not impede the SMFD's ability to meet the service level requirements of the SMOA. (*SOW Section 6.8.3.*)

SMFD maintains all existing mutual aid/automatic aid agreements with neighboring ALS or BLS providers and jurisdictions. The SMFD participates in the North Regional Zone Master Automatic Aid

Agreement, County Master Mutual Aid Agreement and State Master Mutual Aid Agreement. The closest resource philosophy is shared by all agencies in the North Zone. SMFD is a participating member of the Unified San Diego County Emergency Services Organization and the Unified Disaster Council (UDC), who are the policy making groups of the County Emergency Services Organization. SMFD has developed an Emergency Operations Plan to provide the framework for comprehensive management and effective emergency response for the SMOA. The plan has been designed to include the City into the San Diego County Operational Area as part of the statewide Emergency Management System. (*SOW Section 6.9.1.-6.9.2*) The SMFD maintains and documents all mutual aid responses outside the SMOA and those agencies who respond into the SMOA. This data and information is documented and reported via SMFD statistical analytic programs. (*SOW Section 6.9.2.1.-6.9.2.2.*)

SMFD will notify the County if it utilizes mutual aid support from a specific agency at a level that is more than 125% of the mutual aid support it provides that agency. The SMFD will notify the County of the discrepancy, if any, and collaboratively develop and implement a plan to reduce its mutual aid. SMFD response data is tracked and trended in multiple statistical and analytic programs. (*SOW Section 6.9.3.*)

SMFD is a party to the North Regional Zone boundary drop agreement with other local participating cities of the NCDJPA, including Escondido Fire Department. This agreement stipulates that closest resource response plans be adopted and implemented, thus allowing for seamless coverage and the lowest possible response times within the SMOA. This agreement ensures SMFD's compliance with County EMS Policy P-801. (*SOW Section 6.9.4.*)

1.5. Continuous Quality Improvement (CQI) Plan:

SMFD maintains an EMS CQI program that interfaces with the local EMS agency's system-wide CQI program, which includes cooperation with the base hospitals' CQI processes, and is approved by the local EMS agency. The CQI performance measurements are identified using three (3) different pre-hospital phases; prospective, concurrent and retrospective process as outlined in SMFD's EMOM section 302.00 and listed below as Phases 1-3.

1. Prospective Phase - maintain the standards of care in the pre-hospital setting. Specific areas include:
 - Develop, revise and adopt patient care standards, in collaboration with other system participants, designed to enhance the delivery of patient care.
 - Ensure that employees understand and comply with the County EMS System CQI Program.
 - Ensure that field personnel receive updated training in the San Diego County EMS Scope of Practice, treatment protocols, and policies.
 - Establish an in-house CQI process for operational activities.
 - Work with medical control personnel (EMS Medical Director, base hospital staff, etc.) to implement a medical CQI program that interfaces with the local EMS agency's system-wide CQI program.
 - Actively participate in the review and revisions of EMS agency policies as needed.
 - Provide personnel with current protocol books.
 - Provide opportunities for Paramedics to be active with the development of new personnel through internships, mentorships, and preceptor programs.

2. Concurrent Phase - evaluate, at the time of service, the quality of care provided to each patient. Specific areas include:
 - Review the performance of field personnel.
 - Monitor field/medical control communications.
 - Ensure availability of continuing education and skills improvement opportunities.
 - Communicate to EMS agency, relevant performance variations (County EMS Policy P-409).
 - Be an advocate for the patient, always considering what is best for the patient.
 - Recognize changes in patient status and revise care according to standards recognized through San Diego County protocols.

3. Retrospective Phase - participate in the review/audit of patient care activities within the following framework:

- Review patient care records for compliance with policy, protocols, standard of care, and identified quality issues.
- Recognize, reward and encourage the positive provisions of pre-hospital care.
- Intervene with field personnel whose performance does not meet performance expectations.
- Audit critical skills and situations to ensure continued provision of quality care, and to provide remedial training as necessary.
- Assist, where possible, the EMS system in its efforts to undertake research studies and focused audit activities.
- Encourage field personnel to follow up on the outcome and results of their patient interventions.
- SMFD FFPMs will review all Against Medical Advice (AMA) incidents and patient release forms.

SMFD, in collaboration with base station hospitals utilizing CQI, fosters a cooperative and positive relationship. Clinical input on CQI issues is collaborative with open communication and reinforced with timely identification of CQI issues, educational needs and trends with the integration of case reviews and field care audits. Patient care is continuously evaluated and through self-examination and customer satisfaction feedback with the goal of improved outputs. (*SOW Section 7.1*)

SMFD will develop and submit to the County a written EMS CQI Plan no later than thirty (30) days after contract execution and thirty (30) days after each annual contract renewal date thereafter, per County EMS Policy S-004. The EMS CQI Plan will describe the process for continually assessing SMFD's effectiveness in accomplishing the goals and objectives for this program in collaboration with the base hospitals. Per County Policy and SMFD's policy and procedures outlined in EMOM section 302.00, SMFD provides full radio reports, participates in case review field care audits, provides CE, and is compliant with the National EMS Information System (NEMSIS) and California EMS Information System (CEMSIS). SMFD internally monitors, identifies, reports, and corrects quality assurance issues on a regular basis. SMFD will correct any trends and identified issues through its CQI program on an annual and periodic review basis by the Program Manager.

Correcting any trends and issues identified through SMFD's CQI program which includes annual and periodic review as needed by the Program Manager in collaboration with the North Zone Medical Directors for clinical review and resource on CQI Plan, CQI data and CQI based education, trends and needs in collaboration with the Local Emergency Medical Services Agency (LEMSA) Medical Director. (*SOW Section 7.1.1*)

SMFD will maintain a comprehensive CQI program outlined in County EMS Policy S-004 and SMFD EMOM section 302.00, designed to identify potential or existing clinical, operational or equipment problems and a plan to correct them. Through SMFD's prospective, concurrent and retrospective processes outlined in EMOM section 302.00, potential or existing clinical operational or equipment problems will be identified through field observations, skills maintenance and testing, daily equipment, supply and vehicle checks, 100% of ePCR reviews, review of trends, CQI peer reviews, and will be corrected with continual education in conjunction with Program Manager review. (*SOW Section 7.1.2*)

SMFD will participate in the local EMS agency's EMS CQI Program. SMFD will provide mutually agreed upon, relevant pre-hospital health records, by utilizing electronic data, program monitoring and evaluation. SMFD uses CEMSIS and NEMSIS compliant systems such as Street EMS, Wittman Enterprises, CARES, 2-1-1, and First Watch to evaluate outcome-based data for measures and trends. (*SOW Section 7.1.3*)

The SMFD EMS CQI program is in accordance with the EMS CQI Program Model Guidelines (Title 22, Division 9, Chapter 12, 100402, Rev. 3/04), incorporated herein by reference, and shall be approved by the local EMS agency. The SMFD CQI program reviews all facets of EMS care including but not limited to patient care, documentation and operational procedures. The CQI program is managed by an internal process outlined in EMOM section 302.00 and maintains NEMSIS and CEMSIS compliance. The CQI program is reviewed by the Program Manager and North Zone Medical Directors to facilitate electronic healthcare data sharing and follow

policies and procedures outlined in County EMS Policy S-004 and SMFD EMOM section 302.00. (*SOW Section 7.1.4*)

SMFD has a written EMS CQI Plan for quality assurance/quality improvement as outlined in the SMFD EMOM section 302.00 (*SOW Sections 7.1.5; 7.1.5.1.*) SMFD will assist the County with the identification of indicators that monitor quantitative performance measures related to personnel, equipment, supplies, documentation, clinical care, patient outcome, skills maintenance, competency, transportation, facilities, public education, prevention, and risk management. This process will be in compliance with NEMESIS/CEMSIS data elements and adheres to requirements/guidelines set in County EMS Policy S-004. Additionally, SMFD will provide timely, and accurate data required for monthly, quarterly, and annually reporting per the County's request. (*SOW Section 7.1.5.2.*)

SMFD will share results of internal CQI activities, as well information from the Prehospital Audit Committee (PAC) with SMFD personnel when appropriate. This information is disseminated to all field personnel through CE provided in monthly EMS CEs, Target Solution activities, EMS CQI Quarterly, and training bulletins while integrating collaborative input from the North Zone Medical Directors. (*SOW Section 7.1.5.3.*)

SMFD will submit an EMS CQI Plan annually for review and approval by the County to determine effectiveness in identifying and resolving provider-related CQI issues and revise as needed and notify County of revisions. (*SOW Section 7.1.5.4.*)

The SMFD CQI Plan describes the process for developing, training and monitoring staff performance. SMFD continuously analyzes performance as it relates to the CQI process. EMS quality improvement is continuous and integrated throughout the SMFD organization. Personnel are required to have an understanding of how the CQI program operates within the internal organization, as well as at the County level. Personnel performance is monitored to identify areas of diminished skills that need to be addressed on either an individual or organizational level with additional training, field observation, skills testing and evaluation of trends. SMFD personnel are evaluated on an annual basis. To further support the CQI process SMFD gathers information through processes such as inventory control, Paramedic turnover reports, daily vehicle checks, CE, training, compliance review, peer review, EMS CQI Quarterly, and collaborating with the North Zone Medical Directors. (*SOW Section 7.1.6.*)

SMFD will develop a plan of corrective action to address process and outcome objectives that are below expectations of the contract through CE, improvement plans, field observations, and monitoring trends as outlined in EMOM section 302.00. (*SOW Section 7.1.6.1.*)

The SMFD will submit an annual CQI Summary Report to the County no later than thirty (30) days after the start of the new contract year. (*SOW Section 7.1.7.*) The Summary Report will include the following: areas of concern or opportunities for improvement identified through the CQI process, program performance identified through input provided customer surveys, data collection tools in Street EMS and Target Solutions, skills evaluation and field observations, results of process and outcome measurement, data collection from client feedback, and the results of a plan of corrective action or improvement plan. (*SOW Section 7.1.7.1.-7.1.7.5.*)

All CQI and medical control records under this contract will be maintained by SMFD for a minimum of three (3) years from the date of the incident. SMFD maintains ePCR records for a minimum of seven (7) years as documented in EMOM section 405.00, exceeding minimum State of California standards. The County, at its option and expense, may make a copy of SMFD CQI and medical control records. SMFD is compliant with Health Insurance Portability and Accountability Act (HIPAA) and adheres to the privacy standards of HIPAA Privacy Security and Enforcement rules mandated by the Health Information Technology for Economic and Clinical Health Act (HITECH). Compliance is maintained and HIPAA privacy policies and regulations are followed with the oversight of the HIPAA Privacy Officer. (*SOW Section 7.1.8.*)

1.6 Patient Satisfaction Program:

SMFD has designed a Patient Satisfaction Program that focuses on evaluating the services provided to the SMOA and will be provided to the County within sixty (60) days of contract execution. The goal of the Patient Satisfaction Program is to gather information by using various survey methods that include a random sample of EMS customers. Data collected is analyzed and used to review our individual and collective performance. (*SOW Section 8.1.*)

Survey mechanisms utilized in this program encompass two main distribution and collection methods which include customer comment cards and telephone contact. Customer comment cards are left with each 9-1-1 contact, where appropriate, and help gather information regarding the patient's experience and personnel performance. Customer comment cards include prepaid postage to allow them to be mailed and delivered to SMFD without charge to customers. Additionally, customers can contact the SMFD via telephone or email to report issues or concerns. All contacts received will be logged and recorded. (*SOW Section 8.2.*)

Customers that wish to anonymously submit complaints or questions can do so by accessing the City website (www.san-marcos.net) or contacting the SMFD administration at 760-744-1050.

Inquiries, complaints and comments will be logged with the date and time in which they were received. Complaints that concern specific incidents will be tied to the unique Computer-Aided Dispatch (CAD) number. Follow up to each inquiry and/or complaint will be provided within five (5) business days and will be in compliance with HIPAA regulations. All complaints received, along with the disposition/resolution, will be documented and provided to the County on a monthly basis. All feedback received as a result of customer comment cards and surveys will be compiled, logged and provided to the County bi-annually in January and July. (*SOW Section 8.3. - 8.7.*)

1.7. Automation, Data Collection and Reporting Requirements:

SMFD exports data in a format that is integrated with County LEMSIS per Health and Safety Code 1797.227 and County EMS Policy S-602. SMFD actively participates in the County LEMSIS system through its license verification process and vehicle information checks. Additionally, SMFD provides full hospital radio reports allowing patient care data to be collected by base hospitals and integrated into the County LEMSIS system. Mandatory data reports are generated per County requests and submitted monthly, quarterly and annually using data generating systems such as Street EMS, VAIRKKO, Tableau, Records Management System (RMS), CAD, and First Watch. (*SOW Section 9.1.*)

SMFD's ePCR data collection system complies with CEMSIS and NEMSIS standards, including data elements required by County LEMSIS. Compliance is achieved by utilizing ePCR systems Street EMS and Street Analytics. (*SOW Section 9.1.1.*)

SMFD utilizes NCDJPA, a recognized County LEMSIS approved and regional integrated dispatch center for dispatch of both first responder units and ambulances in the SMOA. (*SOW Section 9.2.*)

SMFD maintains a current roster in County LEMSIS license management system and is updated to reflect any personnel changes. (*SOW Section 9.3.*)

SMFD will submit response time exemptions to the County through the Online Compliance Utility (OCU) or any other method as designated by the County no later than the fifth (5th) day of the month following the incident. (*SOW Section 9.4.*)

SMFD is working with local hospitals to establish and/or participate in a Health Information Exchange (HIE). Additionally, through full radio reports and participation in the Cardiac Arrest Registry to Enhance Survival (CARES) registry, base hospitals are able to enter patient information into the County LEMSIS system. Through this process, SMFD integrates health information that allows for the sharing of data, CQI and outcomes. (*SOW Section 9.5.*)

SMFD participates in the TOC program per County EMS Policy S-610 and has maintained a compliance rate average that exceeds the 80% goal. (*SOW Section 9.6; 9.6.1.*)

SMFD submits data as required for inclusion in the State of California EMS System Core Measures Quality Improvement Program. This data will be gathered through data systems and programs such as Street EMS, First Watch, Target Solutions, CAD, RMS, VAIRKKO, etc. (*SOW Section 9.6.2.*) SMFD electronically integrates real-time CAD data through NCDJPA with County LEMIS for CQI purposes. (*SOW Section 9.6.3.*)

SMFD will submit its current operating policies and procedures, EMOM, to the County no later than thirty (30) days after contract execution, and all updates and revisions shall be submitted as appropriate. (*SOW Section 10.1.*)

SMFD will provide the following monthly reports to the County: (*SOW Section 10.2.*)

- SMFD will report payment collection activity, including RMS/Street EMS run date and number, date and amount billed for service, payment collection, and date of receipt of payment. (*SOW Section 10.2.1.*)
- SMFD will provide a monthly report to the County of any ambulance pulled from service. The report shall include the reason, date and amount of time the ambulance was out of service. The data will be downloaded from the SMFD's web-based vehicle maintenance tracking system. (*SOW Section 10.2.2.*)
- SMFD will submit a summary of customer service complaints as stated in SOW Section 8.5 and 8.6. (*SOW Section 10.2.3.*)

SMFD will provide the following annual reports to the County: (*SOW Section 10.2.4.*)

- SMFD will submit to the County within ninety (90) days after the end of each County Fiscal Year (June 30), financial statements for the operations of the SMOA, which are incorporated into the City's Comprehensive Annual Financial Report (CAFR) including all expenditures and revenues, as audited by a Certified Public Accountant. SMFD understands that all information provided in the CAFR is public information. (*SOW Section 10.2.4.1.*)
- SMFD will submit a list of community and public education programs presented in the SMOA due no later than thirty (30) days after the end of the contract year to the County per SOW Section 6.8.2. This training report is downloaded from an electronic training information/records management system to track mandated community and public education programs. (*SOW Section 10.2.4.2.*)
- A list of training and CE provided by the SMFD in the SMOA will be submitted no later than thirty (30) days after the end of the contract year per SOW Section 6.6.4.. This training report will be downloaded from an electronic training information/records management system that tracks mandated training and CE/course completions. (*SOW Section 10.2.4.3.*)
- SMFD will submit to the County, its written CQI Plan, which is compliant with County EMS Policy S-004, no later than thirty (30) days after contract execution and thirty (30) days after each annual contract renewal date thereafter as specified in SOW Section 7.1.1.. (*SOW Section 10.2.4.4.*)
- SMFD will submit an annual CQI Summary Report as specified in SOW Section 7.1.7. (*SOW Section 10.2.4.5.*)
- SMFD will provide additional submittals and reports as required by the County. (*SOW Section 10.2.4.6.*)

SMFD will provide monthly reports to the County including a listing of all responses and transports within the SMOA, documentation of RTEs for the SMOA, a list of mutual aid responses provided by the SMFD to adjacent jurisdictions, and a list of all mutual aid responses to adjacent jurisdictions to the SMOA. This information and data will be collected by the SMFD RMS and additional data gathered from an analytical software program. (*SOW Section 10.3.1.; 10.3.1.1. – 10.3.1.4.*)

SMFD will submit a quarterly report to the County summarizing response time compliance for each month in the quarter. This report shall include, at a minimum, a summary of total calls dispatched, total number of completed responses (as defined by dispatchers for which an on-scene time can be measured), total transports, total patients transported, and a breakdown of responses by response time by each ambulance. The data for these reports will be compiled by utilizing SMFD programs Tableau, Street EMS, First Watch, and RMS. (*SOW Section 10.3.2.*)

If any area is below the 90% criteria established for response time, the SMFD will have a corrective action plan submitted to the County for approval. The corrective action plan shall include description of area out of compliance, detailed, specific description of how the SMFD will correct the deficiency and date of expected correction. (*SOW section 10.3.2.1.*)

1.8. Implementation Plan:

SMFD provides a fully functioning EMS program to the SMOA. At such time the County awards a contract for services with a start date of March 1, 2020, all program elements are in place and would incur no delays in implementation. Any additional reporting deadlines as a result of an awarded contract will be incorporated into the existing EMS program. The basic elements of the EMS program in place (as well as actions required (if any), strategies employed, responsibilities, and milestones) are depicted in the attached chart.

ID	Task Name	Duration	Start	Finish	% Complete	Actions Required	Strategies Employed	Responsibilities	Gantt Chart											
									2/23	March 3/1	3/8	3/15	3/22	3/29	April 4/5	4/12	4/19	4/26	May 5/3	
1	NTP	0 days	Sun 3/1/20	Sun 3/1/20	0%				◆ 3/1											
2	Startup	60.88 days	Sun 3/1/20	Thu 4/30/20	13%				[Progress bar from 3/1 to 4/30]											
3	✓ Capital Facility Development & Sta	2 days	Sun 3/1/20	Mon 3/2/20	100%				[Completed bar from 3/1 to 3/2]											
4	✓ Facilities	1 day	Mon 3/2/20	Mon 3/2/20	100%	None	See Statement of Work section 5, 6.3	Provides and maintain facilities used to house program throughout contract term.	[Completed bar from 3/2 to 3/2]											
5	✓ Vehicles	1 day	Mon 3/2/20	Mon 3/2/20	100%	None	See Statement of Work section 5, 6.3	Provides and maintain fleet services used for the program and provide schedule of maintenace and replacement throughout contract term.	[Completed bar from 3/2 to 3/2]											
6	✓ Supplies	1 day	Mon 3/2/20	Mon 3/2/20	100%	None	See Statement of Work section 5, 6.3	Provides and replenishes supplies as need for the program throughout contract term.	[Completed bar from 3/2 to 3/2]											
7	✓ Reserve Vehicles	1 day	Mon 3/2/20	Mon 3/2/20	100%	None	See Statement of Work section 5, 6.3	Provides and maintain fleet services used for the program and provide schedule of maintenace and replacement throughout contract term.	[Completed bar from 3/2 to 3/2]											
8	✓ Communications	1 day	Sun 3/1/20	Sun 3/1/20	100%	None	See Statement of Work section 5, 6.3	Provides and maintain communication equipment used for the program and provide schedule of maintenace and replacement throughout contract term.	[Completed bar from 3/1 to 3/1]											
9	✓ Personnel	1 day	Sun 3/1/20	Mon 3/2/20	100%				[Completed bar from 3/1 to 3/2]											
10	✓ Staffing	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section 6.4	Provides and maintains FFPM's & EMT's at levels needed to provide optimal service under the program.	[Completed bar from 3/1 to 3/2]											
11	✓ Supervisor ICS Training	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section	Provides regular and ongoing training.	[Completed bar from 3/1 to 3/2]											
12	✓ First Responder Training and Recertification Program	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section	Provides regular and ongoing training.	[Completed bar from 3/1 to 3/2]											
13	✓ CE Training SMFD	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section	Provides regular and ongoing training.	[Completed bar from 3/1 to 3/2]											



Task: [Patterned box] Summary | [Dashed box] Inactive Summary | [Solid box] Progress

Milestone: ◆ Project Summary | [Vertical line] Manual Summary | [Horizontal line]

ID	Task Name	Duration	Start	Finish	% Complete	Actions Required	Strategies Employed	Responsibilities	Timeline													
									2/23	March 3/1	3/8	3/15	3/22	3/29	April 4/5	4/12	4/19	4/26	May 5/3			
14	Electronic Training Data Management System	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section 6.6	Provides and maintains system for the monitoring and management of training														
15	Administrative	60.88 days	Sun 3/1/20	Thu 4/30/20	100%																	
16	Collection & Billing Program	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section 6.7, 9	Provides and maintains a collections and billings program, in conjunction with third party vendor, throughout contract term.														
17	CQI (Quality Assurance) Plan	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section 7	Provides and maintains a CQI program throughout contract term.														
18	User Fee Schedule	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Proposal Submittal Section 3.5	Provide and update fee schedule throughout contract term.														
19	Protocol and Operational Procedure Posting	1 day	Mon 3/2/20	Mon 3/2/20	100%	None	See Statement of Work section 6.4	Provides, implements, and updates policies, procedures, and protocol postings throughout contract term.														
20	Automation and Data Collection Program	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section 9	Engages & participates in all automation and data collection programs as required.														
21	Mutual Aid Agreements	1 day	Sun 3/1/20	Sun 3/1/20	100%	None	See Statement of Work section	Engages & participates in all mutual aid agreements.														
22	Program Related Procurement	1 day	Sun 3/1/20	Sun 3/1/20	100%	None	See Proposal Submittal section 4	Engages, participates and procures all program related items in support of the														
23	Community and Public Education Program	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section 6.8	Engages, participates and performs community and public education activities in support of the program.														
24	Patient Satisfaction Program	1 day	Sun 3/1/20	Thu 4/30/20	100%	None	See Statement of Work section 8	Implements and maintains a patient satisfaction program relating to services provided to patients.														
25	Reporting Program	60 days	Sun 3/1/20	Thu 4/30/20	3%																	
26	Initial Reporting	60 days	Sun 3/1/20	Thu 4/30/20	0%																	



Task Summary Inactive Summary Progress

Milestone Project Summary Manual Summary

COUNTY CONTRACT NUMBER 562228
 AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
 9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

ID	Task Name	Duration	Start	Finish	% Complete	Actions Required	Strategies Employed	Responsibilities	Timeline											
									2/23	March 3/1	3/8	3/15	3/22	3/29	April 4/5	4/12	4/19	4/26	May 5/3	
27	County Approval of Patient Satisfaction Program	60 days	Sun 3/1/20	Thu 4/30/20	0%	Submit Patient Satisfaction Program to county consistent with Statement of Work at contract	See Statement of Work section 8	Will provide Patient Satisfaction Program for review and approval by the County within terms specified in RFP.	[Task bar from 3/1 to 4/26]											
28	Submit County Approval of CQI Plan	30 days	Sun 3/1/20	Tue 3/31/20	0%	Submit CQI program to county consistent with Statement of Work at contract	See Statement of Work section 7	Will provide CQI Program to the County within terms specified in RFP.	[Task bar from 3/1 to 3/29]											
29	Submit CQI Summary Report to County	30 days	Sun 3/1/20	Tue 3/31/20	0%	Submit CQI Summary Report to county consistent with Statement of Work at contract	See Statement of Work section 7	Will provide CQI Summary Report to the County within terms specified in RFP.	[Task bar from 3/1 to 3/29]											
30	Policy and Procedure (EMOM) Submission to County	30 days	Sun 3/1/20	Tue 3/31/20	0%	Submit all Policy and Procedures to county consistent with Statement of Work at contract	See Statement of Work section 10	Will provide all policy and procedures submissions to county within terms specified in RFP.	[Task bar from 3/1 to 3/29]											
31	Monthly Reporting	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section 10	Will provide all program monthly reporting in accordance with the Statement	[Milestone diamond at 3/1]											
32	Annual Reporting	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section 10	Will provide all program annual reporting in accordance with the Statement of Work.	[Milestone diamond at 3/1]											
33	Biannual Reporting	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section 10	Will provide all program biannual reporting in accordance with the Statement	[Milestone diamond at 3/1]											
34	Quarterly Reporting	1 day	Sun 3/1/20	Mon 3/2/20	100%	None	See Statement of Work section 10	Will provide all program quarterly reporting in accordance with the Statement	[Milestone diamond at 3/1]											
35	Program Implemented	0 days	Thu 4/30/20	Thu 4/30/20	0%			Continue operation of implemented program.	[Milestone diamond at 4/30]											



Task: [Patterned bar] Summary, [Dashed bar] Inactive Summary, [Solid bar] Progress
 Milestone: [Diamond] Project Summary, [Dashed bar] Manual Summary

1.9 Performance Management Process:

SMFD utilizes several performance management processes that work collaboratively to ensure that the EMS program performance outcomes are not only met, but that they exceed the expectations set forth by the County. Each process listed below serve as integral elements comprising of the overall SMFD performance management program from planning, developing, monitoring, measuring, and implementation. These processes are described in greater detail throughout the SMFD EMOM.

- North Zone Medical Director
- San Marcos EMS Coordinator
- Involvement of First Line Supervisors
- Employee Mentor Program
- Employee Preceptor Program
- Employee Performance Evaluation System
- Employee Re-evaluations
- Equipment Managers
- Inventory Controls
- Paramedic Pass-Along
- Training Officers
- Continuing Education and Training Programs
- ePCR Compliance Review Process
- ePCR Quality Assurance (CQI) Peer Review Process
- EMS CQI Quarterly
- Healthy and Active Relationships with Local Base Hospital Coordinators
- Post Incident Analysis / After Action Reviews
- Training and Safety Bulletins
- Patient Satisfaction Surveys
- Functional EMS Area Managers (Durable Equipment, Medical Supplies, CQI, etc)
- Regular EMS Committee Meetings with all Functional Area Managers

The performance reporting processes listed above are analyzed monthly, quarterly and annually.

2. Experience, Proposed Organization, Management, and Staffing

2.1. SMFD Resume

SMFD has provided ALS transport services to the SMOA since 2001 with the goal of delivering the highest possible level of service to its customers. This has been accomplished by extremely well trained, efficient, dedicated, and professional personnel that subscribes to the SMFD's core values of leadership, integrity, safety, competency, and customer service. Not only will the SMFD continue to meet the demands for service of the SMOA today, but it has laid the foundation to provide the same high-quality service well into the future.

The following information is provided further below:

- Five (5) year experience record of the SMFD.
- SMFD contact information and management personnel.
- Average annual number of ALS calls responded to and the program's annual operational costs.

Five (5) year experience record of the SMFD:

2014 – Updated the CQI plan and ePCR review processes to take advantage of the new ePCR system upgrades and features. These changes improved the processes as a whole, allowing SMFD to gather statistical data and CQI call review tracking/archiving.

2014 – New electrocardiogram (EKG) trial conducted to replace existing Lifepak 12 monitors. Several models of EKG monitors were field tested in an effort to find a suitable device for the SMFD. After the trial, Philips MRX monitors were purchased and put into service on all SMFD apparatuses.

2014 – Active Shooter response policy was created. All SMFD personnel were formally trained on how to respond to an Active Shooter incident. Active Shooter training required a multidiscipline and

unified approach, meaning SMFD personnel engaged in training side by side with local law enforcement agencies in an effort to improve overall incident outcomes.

- 2014 – The SMFD became a PulsePoint participant. PulsePoint is a unique program that allows users to view and receive alerts at the same time calls are being dispatched to local EMS responders. The goal is to increase survivability of out of hospital cardiac arrest by increasing the possibility that a victim will receive CPR.
- 2015 – Amended the Cooperative EMS Management Services Agreement with Escondido Fire Department.
- 2015 – Created a program where current full-time SMFD EMTs that possess a valid San Diego County Paramedic license can work as non-safety Paramedics in order to gain more experience and work toward future employment as a FFPM with the SMFD.
- 2015 – The SMFD added a fifth ALS ambulance on a part-time basis. This allowed for greater EMS service area coverage and additional EMS logistical support to the SMOA.
- 2015 – The EMS QA Quarterly report was created. This EMS-based report shares statistical information and highlights unique or difficult calls through case studies. Additionally, the EMS QA Quarterly features a section which allows SMFD personnel the ability to enhance skills and review County protocol.
- 2016 – Based on an in-depth response and demand analysis, the SMFD permanently added the fifth ALS ambulance on a full-time basis. This allowed for greater EMS service area coverage and additional EMS logistical support to the SMOA.
- 2016 – SMFD entered into the North Regional Zone boundary drop agreement with other local participating cities of the NCDJPA, including Escondido Fire Department. This agreement stipulates that closest resource response plans be adopted and implemented, thus allowing for seamless coverage and the lowest possible response times within the SMOA.
- 2016 – SMFD participates in the CARES program. CARES works to strengthen collaboration between first responders, EMS agencies and local hospitals. The program was developed to determine standard outcome measures for out-of-hospital cardiac arrest. This allows for quality improvement efforts and benchmarking capability to improve care and increase patient survival.
- 2016 – SMFD partners with the County to participate in the TOC pilot program.
- 2016 – Implemented a new ePCR program. The SMFD upgraded to a new ePCR system with enhanced features and user interface. All SMFD personnel were trained on proper documentation procedures within the new program.
- 2016 – Updated the CQI plan and ePCR review processes to NEMSIS 3 in order to take advantage of the new ePCR system upgrades and features, as well as to be compliant with federal standards. These changes improved the processes as a whole, allowing for the gathering of statistical data and CQI call review tracking/archiving.
- 2016 – SMFD participated in live training and drills focusing on MCI, Active Shooter and a myriad of other traumatic injuries at Strategic Operations Training located in San Diego.
- 2016 – Purchased two (2) “smart” training mannequins that offer a more realistic training experience. Through the use of tablets and other “smart” technology, care providers are able to engage in simulations on life-like interactive mannequins.

- 2016 – SMFD purchased six (6) sets of armored plate carriers and Kevlar helmets for use during Active Shooter incidents. This purchase improved first responder safety in regard to Active Shooter type incidents, as well as demonstrates a continued commitment to address this growing threat.
- 2016 – Coordinated training with San Diego Health and Human Services Agency (HHS), Psychiatric Emergency Response Team (PERT) and San Diego County Sheriff. This training helps develop first responder awareness, while providing the tools and resources needed to navigate responses involving psychiatric crisis.
- 2017 – Established a new system for the disposal of all non-controlled medications. Changes were made in accordance with County EMS policies and Drug Enforcement Agency (DEA) regulations regarding the accountability and disposal of pharmaceutical medications.
- 2017 – SMFD participates in the County LEMSA TOC program, as mandated by the California EMS Authority. This mandate calls for the statewide calculating and reporting of ambulance patient offload times at local hospitals.
- 2017 – Purchased a third set of reserve ALS equipment to further compliment the two existing sets of reserve equipment. Three (3) fully equipped reserve ALS gear sets are now available in the event of any primary equipment failures or additional staffing needs of the SMFD.
- 2017 – Worked with participating cities of the NCDJPA to upgrade local emergency response plans for the North Zone, in order to better serve the constituents of the SMOA in all aspects of emergency services.
- 2017 – Partnered with California State University, San Marcos (CSUSM) on the capstone project “Democracy in Action” involving twelve (12) senior students of various backgrounds to analyze, research, review, and determine policy recommendations to address issues surrounding the misuse and abuse of 9-1-1 services.
- 2017 – Hepatitis A vaccinations were made available to all SMFD and City personnel. Hepatitis A vaccinations and boosters were provided to protect SMFD personnel in the recent increase of the disease throughout San Diego County.
- 2018 – Improved the fluidity of our EMS delivery system through the creation of an innovative TOC policy. Created a mechanism whereby ALS ambulances can avoid long off-load delays by strategically transferring care of their patient to other SMFD ambulances already on such a delay at hospitals.
- 2018 – SMFD completed a full maintenance/performance evaluation of all EKG monitors.
- 2018 – Tactical Paramedic program created and approved for implementation. Select SMFD personnel received specialized training, allowing them to respond and provide medical oversight alongside San Diego County Sheriff’s Special Enforcement Detail (SED) teams. Tactical Paramedics are trained to respond to various planned and emergency incidents.
- 2018 – SMFD became a 2-1-1 San Diego participant. Through the use of tablets, care providers are able to enroll patients in the 2-1-1 system. Once enrolled, 2-1-1 San Diego contains an immense network that strives to provide a wide range of immediate social service resources to local individuals and families based upon their current and expected needs.
- 2018 – SMFD moved to an electronic data management platform. This platform is used to help efficiently manage vehicle maintenance, durable goods and equipment, as well as personnel accountability through the use of electronic reporting and tracking.

2019 – Partnered with San Diego County Sheriff’s and North Zone fire departments to host and provide live training drills focusing on Active Shooter incidents. Active Shooter training requires a multidiscipline or unified approach, to establish Rescue Task Force (RTF) teams that enter into an Active Shooter incident for patient removal, triage, treatment, and transport.

2019 – SMFD entered into a development, recruitment and hiring process with other local participating cities of the NCDJPA and Escondido Fire Department for a North Zone Medical Director. This successful process established a Medical Director who oversees operational changes to 9-1-1 call triage, priority medical dispatch, and routine clinical oversight for fire agencies and their respective EMS service areas.

2019 – SMFD participated in a multi-agency evaluation and trial study on automatic CPR devices. This study was the foundation for establishing standardized emergency medical equipment used by various EMS providers within the North Zone.

SMFD Contact Information and Management Personnel:

Organization Name: San Marcos Fire Department
Address: 1 Civic Center Drive
San Marcos, CA 92069
Website: www.san-marcos.net
Phone: 760-744-1050

SMFD Management Contacts and Shift Supervisors:

- **Dan Barron, Fire Chief**
Office: 760-744-1050 ext. 3401
dbarron@san-marcos.net
- **Bill Frederick, Division Chief – Operations**
Office: 760-744-1050 ext. 3402
wfrederick@san-marcos.net
- **Dean White, Division Chief – Administration & Support Services**
Office: 760-744-1050 ext. 3403
dwhite@san-marcos.net
- **Mike Vasile, Battalion Chief – “A” Shift**
Office: 760-744-1050 ext. 3405
mvasile@san-marcos.net
- **Doug Chalmers, Battalion Chief – “B” Shift**
Office: 760-744-1050 ext. 3405
dchalmers@san-marcos.net
- **Dave Pender, Battalion Chief – “C” Shift**
Office: 760-744-1050 ext. 3405
dpender@san-marcos.net
- **John Brooks, Battalion Chief – Training & Safety**
Office: 760-744-1050 ext. 3406
jbrooks@san-marcos.net

- **Jim Colston, Battalion Chief – Training & Safety (Pro Tem)**
Office: 760-744-1050 ext. 3406
jcolston@san-marcos.net
- **Jason Nailon, Battalion Chief/Fire Marshal**
Office: 760-744-1050 ext. 3404
jnailon@san-marcos.net
- **Jennifer Duffy, EMS Coordinator**
Office: 760-744-1050 ext. 2406
jduffy@san-marcos.net

Average annual number of ALS calls responded to and the program's annual operational costs:

SMFD's five (5) year average annual number of ALS calls responded to is 6,809 and the program's five (5) year average annual operational cost is \$2,931,239.

2.1.1. Providing 9-1-1 ALS ambulance service in a comparable service area with similar population, environmental and geographical conditional.

Located in the foothills of Northern San Diego County, SMOA encompasses thirty-three (33) square miles (twenty-four (24) square miles within the City of San Marcos and nine (9) miles within the San Marcos Fire Protection District), and a population of approximately 94,000+ residents.

In addition to over 30,000 housing units, the SMOA consists of an extremely diverse community consisting of large areas of residential development, commercial/retail centers, office buildings, industrial parks, and educational centers such as CSUSM and Palomar Community College.

SMFD provides ALS services using a combination of four (4) ALS first responder engine and one (1) ALS first responder truck in addition to five (5) ALS ambulances operating from four (4) fire stations strategically located throughout the SMOA. Since first responder units are disbursed throughout the City, they are often closer to a medical emergency, which places a qualified FFPM at the patient's side minutes before the ambulance can arrive. Ambulances are staffed with a FFPM and EMT. FFPMs are cross-trained in both firefighting and emergency medical techniques for ALS first responder incidents.

Through a combination of first responder ALS units and ambulances, the SMFD can offer increased flexibility in meeting the patient's needs, while at the same time having more Paramedics available in the case of mass casualty or multiple patient incidents. Further, this ALS delivery model has allowed the SMFD to measurably improve on its emergency response times. Over the past five (5) years, the total average response time for ambulances is 4:50 minutes.

2.1.2. Managing a continuous quality improvement process for an ALS service.

SMFD maintains an EMS CQI program that interfaces with the local EMS agency's system-wide CQI program, which includes cooperation with the base hospitals' CQI processes, and is approved by the local EMS agency. These performance measurements are identified using three (3) different pre-hospital phases, prospective, concurrent and retrospective process outlined in SMFD EMOM section 302.00.

SMFD, in collaboration with base station hospitals on CQI, will continue to foster a cooperative and positive relationship. Clinical input on CQI issues is collaborative with open communication and reinforced with timely identification of CQI issues, educational needs and trends with the integration of case reviews and field care audits. The CQI process establishes the goal of continuous improvement in patient care.

The SMFD CQI program is managed by the EMS Division. This Division encompasses a Division Chief of EMS and Operations, EMS Coordinator and a Training and Safety Battalion Chief who manage the SMOA EMS and

Training programs. The EMS Division manages daily EMS operations, training, records, reports, data collection, compliance standards, and QA/QI programs. Three (3) Shift Battalion Chiefs and Fifteen (15) Fire Captains provide front-line management of Paramedics and EMTs using the appropriate leadership style and Crew Resource Management (CRM). All investigations involving personnel, apparatus and/or controlled drugs are coordinated by the EMS Division.

2.1.3. Providing continuous education to a large workforce.

SMFD provides CE and practical hands on training that is above the industry standard to external and internal stakeholders ranging anywhere from 80 to 300 attendees. SMFD looks for continuous improvement for all Paramedics in CE and hands-on training, which will result in an overall increase in service delivery to the SMOA.

CE provided include but are not limited to:

- STEMI Program – This program is a pre-hospital collaboration process that provides notification and preparation of the Cath Lab for incoming patients.
- AED/CPR Programs – The SMFD offers City employee and community CPR classes throughout the SMOA, with instruction provided by certified CPR instructors. The SMFD also takes the lead in the City's Public Access Defibrillation (PAD) Program and manages the updates and maintenance of all City-owned AEDs (Automatic External Defibrillators).
- EMS Community – SMFD maintains an active role in the EMS community by attending most, if not all, Base Station Physician Committee (BSPC) and CPAC meetings.
- Patient Care – The SMFD strives to continually provide the highest level of pre-hospital care to its customers. This is shown not only in SMFD's CE and training, but also in its early adoption of new equipment.
- Training with PERT and Law Enforcement with first responders on how to navigate responses involving psychiatric crisis. Training developed awareness, tools, resources, referrals, as well as interagency relations.

SMFD maintains the following enhancements for training and skills:

- Instructors certified in Pediatric Advanced Life Support (PALS).
- Instructors certified in Pre-hospital Trauma Life Support (PHTLS).
- All Paramedic Captains and below certified in PHTLS.
- Through continual analysis of EMS call demands, establish trigger points for additional ALS ambulances for the EMS service area.

2.1.4. Working positively in partnership with fire agencies who are ALS first responders.

SMFD has provided ALS transport services and worked positively with various agencies on emergency incidents and EMS training exercises since December 11, 2001. SMFD is a party to the North Regional Zone boundary drop agreement with other local participating cities of the NCDJPA, including Escondido Fire Department. Members of the NCDJPA are Vista, Oceanside, Encinitas, Carlsbad, Rancho Santa Fe, CSA 17 Area, Valley Center, CAL FIRE, Solana Beach, Del Mar, Pala, Pauma, Rincon, San Pasqual, and North County Fire. The boundary drop agreement stipulates that closest resource response plans be adopted and implemented, thus allowing for seamless coverage and the lowest possible response times within the SMOA. All automatic aid ALS first responder units provide reciprocal ALS service in adjoining jurisdictions.

2.1.5. Working positively in partnership with a Base Hospital.

SMFD will continue to foster a cooperative and positive relationship with base hospitals. SMFD utilizes open communication and reinforces timely identification of CQI issues, educational needs and trends with the integration of case reviews and field care audits. The main goal of this collaborative partnership is to achieve improved patient outcomes. SMFD reinforces the partnership with base hospitals by adhering to the SMFD core values, attending frequent meetings involving North County base hospitals (Palomar, Pomerado, Tri-City, Scripps

Encinitas, Scripps La Jolla), attending regular EMS meetings throughout the County, as well as maintaining communication and coordination with Palomar base hospital Nurse Coordinator Cheryl Graydon.

2.1.6. Working positively with patients and members of the public.

SMFD provides the highest level of customer service possible to its patients through the following programs and services:

- Vial of Life – At no cost to the public, the Vial of Life program is a medical information card that provides critical information for ALS first responders when they may not be able to speak for themselves.
- Customer Satisfaction Cards – A Customer Satisfaction Card is left with the patient or family member for immediate feedback on our EMS performance. These cards are received, reviewed and shared with the SMFD.
- Community CPR –SMFD provides CPR classes for the community in conjunction with AHA standards.
- Project Heartbeat –Provides community access to AEDs in all City buildings and various businesses. These life saving devices are mapped for the community and our emergency 9-1-1 dispatch center.
- PulsePoint – SMFD has connected the community to information from Project Heartbeat through a non-profit organization – PulsePoint. SMFD provides the AED mapping and real-time 911 dispatch information to PulsePoint to empower citizens to provide life-saving assistance to victims of sudden cardiac arrest.
- Sidewalk CPR – An annual event organized by the AHA, Red Cross and Project Heartbeat, SMFD establishes multiple locations within the SMOA for the community to learn Hands-Only CPR.
- Kids Drown Without a Sound –SMFD promotes water safety through the Kids Drown Without a Sound educational program. Using social media, signage, handouts, and decals on emergency vehicles, the Kids Drown without a Sounds program increases water safety awareness for children playing in or around a body of water.
- Love your Heart –On February 14th, SMFD in conjunction with the County of San Diego and community partners join together at select locations throughout the SMOA to provide free blood pressure readings as part of “Love Your Heart”. This Valentine’s Day event activates and empowers residents to “know their numbers” and take charge of their own heart health.

2.1.7. Creating positive relationships with community organizations.

SMFD is an active partner with various community organizations within and outside the SMOA. These diverse partnerships listed below improve the safety and welfare of our community.

- Chamber of Commerce – The Chamber of Commerce and SMFD are advocates of local businesses dedicated for the promotion and development of a positive business environment. SMFD supports the Chamber of Commerce mission to promote a positive business climate, economy and quality of life by providing guest speakers, educational information, handouts, and EMS services.
- Skilled Nursing, Assisted Living Facilities and Organizations – SMFD routinely provides on-site staff with first responder medical documentation training, evacuation and fire safety information.
- San Marcos Unified School District (SMUSD) – SMFD collaborates with SMUSD in an Adopt-a-School Program. This program provides annual fire inspections, updates the SMFDs pre-fire plans, and interacts with the students in the SMOA community. Each neighborhood school collaborates with SMFD first responders and prevention staff on a variety of fire and life safety topics, including but not limited to:

- Age appropriate safety topics
 - Career days
 - Senior Student Exit interviews
 - Carnivals
 - Safety Fairs
 - Classroom discussions
- San Marcos Mobile Home Owners Association – SMFD provides information on life safety topics including use of 9-1-1, mobile home park evacuations, general fire prevention training, and overview of the SMFD EMS services to the San Marcos Mobile Home Owners Association.
 - Primary, Alternative, Contingency and Emergency (PACE) – This interactive program with homeowner groups and community members provides an opportunity to educate, inform and discuss wildfire readiness and evacuation.
 - CSUSM – A unique partnership between the SMFD and CSUSM provides opportunities to assist each agencies with safety fairs, employee training, health fairs, and specialized programs including Democracy in Action and Senior Experience Program. SMFD supports CSUSM Health and Safety Staff during emergency incidents on the campus, especially incidents involving hazardous materials. This collaborative relationship promotes an effective incident command system and increase safety of all first responders.
 - Palomar Community College - SMFD is actively involved in all aspects of public education and career development of employees and participates in career day, safety and health fairs, guest speakers, instructors for public safety courses and academies. SMFD also hosts and supports the Paramedic program by providing trained preceptors for Paramedic student interns.
 - Vallecitos Water District (VWD) – VWD is partnered in the SMFD’s Insurance Service Office (ISO) ratings for the community for fire insurance rating. SMFD and VWD perform joint technical rescue training to ensure public and employee safety in confined spaces and trench rescue incidents.
 - First Responders – SMFD hosts an annual Open House that promotes fire prevention and life safety within our community. This Open House creates an opportunity for the public to interact with first responders and other community stakeholders. This setting provides life safety demonstrations, educational and informative handouts, interactive activities, and life safety messaging. Other Open House participating agencies include the San Diego Sheriff’s Department, Red Cross, CAL FIRE, CHP, REACH Air Medical Services, San Diego Gas & Electric, American Red Cross, San Diego Burn Institute, VWD, Project Wildlife, San Marcos Boys & Girls Club, Forest Fire Lookout Association, and the San Marcos Historical Society.
 - Community Emergency Response Teams (CERT) – SMFD initiated the City’s CERT program where team members are divided up into the neighborhoods where they live in order to assist the SMFD during an emergency situation. Classes are held on disaster first aid, emergency preparedness, and light search and rescue. SMFD puts on an annual CERT class in the Fall for local residence interested in the program. Most CERT members are CPR certified, Red Cross Shelter trained, and assist in the City Emergency Operations Center (EOC) when called upon. Many of the CERT members are HAM radio operators and are part of the CERT Communications group. In the event of a disaster, these members can assist with emergency communications allowing information to be passed from the field to the EOC. There are approximately 120 members in the City and CSUSM CERT program.
 - Social Media – SMFD routinely uses social media platforms to inform the community on real-time emergencies, seasonal safety tips, and educational briefings. This media is used in conjunction with the City of San Marcos PIO and the San Marcos Professional Firefighter Association’s social media messaging.

2.1.8. Providing evidence of a current workforce (paramedics and EMT's) capable of managing the call volume of the area at least at the present configuration of the current ambulance service.

SMFD provides ALS services using a combination of four (4) ALS first responder engines and one (1) ALS first responder truck in addition to five (5) ALS ambulances operating from four (4) fire stations strategically located throughout the SMOA. SMFD staffs all ALS ambulances with a minimum, one (1) licensed FFPM and one (1) certified EMT.

- Fifteen (15) FFPMs and fifteen (15) EMTs are assigned to five (5) ALS ambulances over a three (3) shift schedule.
- Fifteen (15) Paramedics are assigned to four (4) ALS first responder engines and one (1) ALS first responder truck over a three (3) shift schedule.
- An additional twenty-three (23) Paramedics and twenty-five (25) part time EMTs are available to staff both front-line and reserve ALS ambulances to meet the system's demands.

There is adequate personnel on-duty every day to re-staff an ALS ambulance, if needed, to ensure uninterrupted service delivery to the system in accordance to policy outlined in the SMFD EMOM 200.00

2.1.9. Provide evidence of a current administrative workforce capable of program development to at least the existing level of service.

SMFD operates five (5) divisions, Administration, Emergency Preparedness, EMS, Operations, and Fire Prevention, as detailed by the organizational and staffing chart (Attachment 2). SMFD seamlessly integrates the Divisions to provide for an effectively-managed department.

The EMS and Operations Divisions include a Division Chief of Operations/EMS and an EMS Coordinator (Program Manager) to provide the oversight of the SMOA EMS program. The EMS Division manages daily EMS operations, and collaborates with the Training and Safety Battalion Chief and three (3) Shift Battalion Chiefs to obtain and provide oversight on training, records, reports, data collection, compliance standards, and CQI programs. Fifteen (15) Captains provide front-line management and supervision of FFPMs and EMTs using the appropriate leadership style and Crew Resource Management (CRM). All investigations involving personnel, apparatus and/or controlled drugs are coordinated by the EMS Division.

The EMS Division also collaborates with Wittman Enterprises who provide the ambulance billing services and utilizes Language Line Services to cover any languages that cannot be provided internally.

A SMFD Division Chief oversees the Administrative Division and ensures all EMS facilities, apparatus and equipment are maintained to manufacturer's standards and legal requirements. This includes vehicle and equipment procurement and replacement schedules, budgeting, grants, and asset liquidation. This Division is also responsible for all recruitment, retention, worker's compensation claims and personnel records.

2.1.10. Provide evidence of ability to interface with a dispatch service.

Since 1984, calls for service within the SMOA have been dispatched through the NCDJPA. Participation in the regionally-based JPA supports and enables the shared use of other area agencies ALS assets through the North Regional Zone boundary drop agreement that utilizes the closest transport resource concept. The dispatch services are provided by a state-of-the-art CAD system, which includes mobile data capability, and the use of the San Diego-Imperial Regional Communications System. SMFD facilities are connected to the dispatch center via T1 infrastructure to provide station alerting of resources.

2.2. Proposed Organizational Charts and Staffing

2.2.1-2.2.2 Organization and Staffing Chart: SMFD organization and staffing chart is included as part of this proposal as Attachment 2.

2.2.3. Job Descriptions: SMFD job descriptions are as follows:

Fire Chief

Hourly Salary Range: \$71.64 - \$97.33

Annual Salary Range: \$149,016.83 - \$202,438.63

Full Time

Benefits Offered:

Tuition Reimbursement – The City, on a calendar year basis, will provide a pool of money for employees to use for tuition reimbursement. A max of \$1,500 will be reimbursed to an employee each calendar year. Classes must be applicable to the nature of the work of the Department the employee is employed by, and employees must attain a grade letter of C or better. Funds not expended each year will roll over to the next year.

Holidays – The City observes thirteen (13) paid holidays that include ten (10) specifically designated days and three (3) floating holidays. **Vacation Leave** – A new employee will accrue eighty (80) hours of vacation per calendar year for the first five years of service (one hundred, twenty (120) hours for years five through ten, and one hundred, sixty (160) hours after ten years). Vacation accrual begins immediately; however, a new employee is not eligible to take vacation leave until the completion of six (6) months of service with the City.

Sick Leave – A new employee will earn ninety-six (96) hours of sick leave each year.

Bereavement Leave - Employees are eligible to use up to 40 hours of bereavement leave per Fiscal Year.

Executive Leave - As a "Management Exempt" At Will employee, you will receive eighty (80) hours of Executive Leave per Fiscal Year. This leave cannot roll over, has no cash value, and any leave not used by June 30th of each year will be lost.

Group Health Insurance Program – A new employee will become a member of one of the City's group health plans, which are provided by the California Public Employees' Retirement System (CalPERS). The City currently pays 90 % of premium of the plan elected.

Voluntary Dental/Vision Insurance Programs – The City offers two voluntary dental insurance programs, an HMO program and a PPO Program, as well as a voluntary vision insurance program.

Section 125 Flexible Spending Account – All employees are eligible to participate in the City's Section 125 Flexible Spending Account plan administered by Benefit Coordinators Corporation (BCC). This is an IRS-approved plan which enables you to have withheld from your paycheck an amount to cover eligible dependent care, and certain eligible medical expenses without being subject to federal income or social security tax on the income used to pay for these benefits.

Retirement – Benefits are provided by the California Public Employees' Retirement System (CalPERS). The City currently contracts with CalPERS for the 3% at 55 benefit formula, Post-Retirement Survivor Allowance, and 3 year average final pay for CLASSIC members and 2.7% at 57, Post-Retirement Survivor Allowance, and 3 year average final pay for PEPRA (new) members. Employees will contribute 9% or 12.25% towards CalPERS, depending whether a classic or new member.

Retiree Health Savings (RHS) – All employees participate in a Retiree Health Savings plan through the ICMA Retirement Corporation.

Additional Benefits – The City offers additional benefits such as short and long-term disability, group life insurance, accidental death and dismemberment insurance, and workers' compensation insurance.

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of operations, services and activities of a comprehensive emergency service operation including fire suppression, fire prevention, hazardous materials response, emergency medical, and associated services; principles and practices used in the administration, organization, and management of a municipal fire operation; governmental codes, ordinances, and regulations and Civil and Criminal codes as they relate to the functions of the fire department; Incident Command System; Fire science theory, principles, and practices and their application to a wide variety of emergency service operations including

fire suppression, fire prevention, and fire investigation; principles and practices of disaster preparedness, response, and recovery; advanced methods and techniques of emergency medical response; operational characteristics of fire apparatus and equipment; principles and practices of supervision, training, and performance evaluation; principles and practices of program development and administration; principles and practices of municipal budget preparation and administration; current safety practices as they relate to equipment and procedures involved in the fire service; methods and techniques of public relations; office procedures, methods, and equipment including computers and applicable software applications; pertinent federal, state, and local laws, codes, and regulations. Ability to manage and direct a comprehensive fire program; develop and administer departmental goals, objectives, and procedures; analyze and assess programs, policies, and operational needs and make appropriate adjustments; identify and respond to sensitive community and organizational issues, concerns, and needs; plan, organize, direct, and coordinate the work of lower level staff; delegate authority and responsibility; select, supervise, train, and evaluate staff; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; research, analyze, and evaluate new service delivery methods and techniques; respond to requests and inquiries from the general public; prepare and administer large and complex budgets; prepare clear and concise administrative and financial reports; interpret and apply applicable federal, state, and local policies, laws, and regulations; operate modern office equipment and computers including applicable software applications; effectively present information and respond to questions from groups of managers, clients, customers, and the general public; operate office equipment including computers and supporting word processing, spreadsheet, and database applications; demonstrate an awareness and appreciation of the cultural diversity of the community; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience: Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: Education/Training: A bachelor's degree from an accredited college or university with major course work in fire administration, fire science, public administration, or a related field is highly desirable upon appointment. A bachelor's degree is required for continued employment. Candidates who do not have the requirement at time of appointment are required to file an education plan, approved by the City Manager, and are required to provide quarterly updates until the completion of the bachelor's degree. A Master's degree in a related field is highly desirable. Experience: Ten years of increasingly responsible experience in an agency providing a full range of urban fire protection services including a minimum of five years of management and administrative responsibility at the level of Chief Officer. Have a diverse level of experience in all aspects of the operations of a Fire Department, including but not limited to, emergency operations, administrative functions, fire prevention, emergency medical services, emergency preparedness, and personnel supervision/management.

License or Certificate: Possession of a Class C (Firefighter Endorsement), valid driver license with satisfactory driving record. Possession of California State Fire Officer certification. Possession of CPR Certificate. Possession of Hazardous Materials First Responder Incident Command Certificate. Possession of Strike Team Leader Certificate. National Fire Academy Executive Fire Officer Certification is desirable.

DIVISION CHIEF

Hourly Salary Range: \$58.48 - \$79.45

Annual Salary Range: \$121,642.53 – 165,249.61

Full Time

Benefits Offered: Same as the Fire Chief list above.

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Knowledge of Fire ground tactics and strategy; emergency incident management, specifically the Incident Command System (ICS); principles of incident safety; automatic and mutual aid agreements; hazardous materials incident management; and confined space and technical rescue techniques; principles and practices of program development and administration; principles and practices of training program development and implementation; fire science theory, principles, and practices and their application to a wide variety of emergency service operations including fire suppression, fire prevention, and fire

investigation; principles and practices of Disaster Preparedness, Emergency Management and Homeland Security program development and administration; operational characteristics of fire apparatus and equipment including Code 3 driving techniques; modern fire loss and fire prevention principles, methods and practices; geography and street layout of the City and surrounding area; laws and regulations pertaining to fire and emergency medical services operations; Personal Protective Equipment; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases; departmental Policy and Procedures, Manual of Operations; principles and practices of municipal budget preparation and administration; principles of supervision, training, and performance evaluation; pertinent federal, state, and local laws, codes, and regulations; algebraic and arithmetic computations; English usage, spelling, grammar and punctuation. Ability to Oversee and participate in the management of fire suppression, prevention, emergency medical services, training and disaster preparedness program services and activities; perform competently in dynamic, highly stressful situations; command fire department staff and operate vehicles and radios; work extended hours and days to meet operational needs; oversee, direct, and coordinate the work of lower level staff; select, supervise, train, and evaluate staff; effectively work with contractors and manage contract agreements; analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; participate in the development and administration of division goals, objectives and procedures; prepare and administer large program budgets; prepare clear and concise administrative and financial reports; meet and deal tactfully and effectively with the public in all types of situations; collect, analyze and evaluate data and be able to prepare and deliver clear and concise written and oral management reports; react quickly and calmly in all types of emergency situations; speak effectively before public gatherings; research, analyze and evaluate new service delivery methods and techniques; operate modern office equipment including computers and supporting word processing, spreadsheet, and database applications; interpret and apply federal, state and local policies, laws and regulations; demonstrate an awareness and appreciation of the cultural diversity of the community; communicate clearly and concisely, both orally and in writing; work cooperatively with other departments, City officials, and outside agencies; establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience: Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: Education/Training: A bachelor's degree from an accredited college or university with major course work in fire science, fire administration, public administration or other related field is highly desirable upon appointment. A bachelor's degree is required for continued employment as a Division Chief.

Candidates who do not have this requirement at time of appointment are required to file an education plan, approved by the Fire Chief and are required to provide quarterly updates until the completion of the bachelor's degree. Successful completion of an accredited bachelor's degree program is required within two (2) years of the date of appointment, not to exceed four (4) years from the original San Marcos Battalion Chief appointment date, if applicable. Experience: Eight years of increasingly responsible experience in an agency providing a full range of urban fire protection services including two years of management and administrative responsibility at the level of Battalion Chief.

License or Certificate: Possession of a Class C (Firefighter Endorsement), valid driver license with satisfactory driving record. Possession of California State Fire Officer certification. Possession of CPR Certificate. Possession of Hazardous Materials First Responder Incident Command Certificate. Possession of Strike Team Leader Certificate. Possession of Firefighter I, Firefighter II, Fire Officer Certifications issued by the State of California, Chief Officer Certificate issued by the State of California recommended.

BATTALION CHIEF

Hourly Salary Range: \$38.43 – 50.14

Annual Salary Range: \$112,220.94 – 146,422.88

Full Time

Benefits Offered: Same as Fire Chief with the exception of the following:

Vacation Leave (56 hour) – A new employee will accrue 132 hours of vacation per calendar year for the first five years of service; 188 hours for years six through ten, 240 hours for eleven through fifteen; and 264 hours for over fifteen years of service. Vacation accrual begins immediately; however, a new

employee is not eligible to take vacation leave until the completion of six (6) months of service with the City.

Vacation Leave (40 hour) – A new employee will accrue 80 hours of vacation per calendar year for the first five years of service; 120 hours for years six through ten; 160 hours for years eleven and beyond. Vacation accrual begins immediately; however, a new employee is not eligible to take vacation leave until the completion of six (6) months of service with the City.

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Knowledge of: Command functions at all types of emergency incidents; firefighting and EMS procedures and equipment; fire ground tactics and strategy; emergency incident management, specifically the Incident Command System (ICS); principles of incident safety; automatic and mutual aid agreements; hazardous materials incident management; confined space and technical rescue techniques; hazardous materials, fire prevention procedures and related codes; rescue operations and procedures; California vehicular laws related to operation of various firefighting and rescue apparatus; principles and practices of program development and administration; principles and practices of training program development and implementation; fire science theory, principles, and practices and their application to a wide variety of emergency service operations including fire suppression, fire prevention, and fire investigation; operational characteristics of fire apparatus and equipment including Code 3 driving techniques; modern fire loss and fire prevention principles, methods and practices; principles and practices of Disaster Preparedness, Emergency Management, and Homeland Security program development and administration; geography and street layout of the City and surrounding area; laws and regulations pertaining to fire and emergency medical services operations; personal protective equipment; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases; departmental Policy and Procedures, Manual of Operations; principles and practices of municipal budget preparation and administration; principles of supervision, training, and performance evaluation; pertinent federal, state, and local laws, codes, and regulations; algebraic and arithmetic computations; English usage, spelling, grammar and punctuation; principles and practices of customer service. Ability to: Oversee and participate in the management of fire suppression, prevention, emergency medical services, training and disaster preparedness program services and activities; perform competently in dynamic, highly stressful situations; command fire department staff and operate vehicles and radios; work extended hours and days to meet operational needs; oversee, direct, and coordinate the work of lower level staff; select, supervise, train, and evaluate staff; effectively work with contractors and manage contract agreements; analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; participate in the development and administration of department goals, objectives and procedures; prepare and administer large program budgets; prepare clear and concise administrative and financial reports; meet and deal tactfully and effectively with the public in all types of situations; collect, analyze and evaluate data and be able to prepare and deliver clear and concise written and oral management reports; react quickly and calmly in all types of emergency situations; speak effectively before public gatherings; research, analyze and evaluate new service delivery methods and techniques; operate modern office equipment and computers; interpret and apply federal, state and local policies, laws and regulations; demonstrate an awareness and appreciation of the cultural diversity of the community; communicate clearly and concisely, both orally and in writing; work cooperatively with other departments, City officials, and outside agencies; establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience: Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: Education/Training: A bachelor's degree from an accredited college or university with major coursework in Fire Science, Fire Administration, Public Administration or a related field is highly desirable upon appointment. A bachelor's degree is required for continued employment as a Battalion Chief. Candidates are required to file an education plan, approved by the Fire Chief and are required to provide quarterly updates until the completion of the bachelor's degree. Successful completion of an accredited bachelor's degree program is required within two (2) years of date of appointment. Experience: Seven years of full-time fire service experience in an agency providing a full range of urban fire

protection services including three years administrative and supervisory responsibility at the level of Captain.

License or Certificate: Possession of a Class C (Firefighter Endorsement) California driver's license with satisfactory driving record; possession of EMT Certificate; CPR Certificate; possession of Hazardous Materials First Responder Incident Command Certificate; FEMA IS-700 and IS- 800 Certificate; possession of a current Strike Team Leader Course Completion Certificate; possession of Firefighter I, Firefighter II, and Fire Officer certifications issued by the State of California.

FIRE CAPTAIN

Hourly Salary Range: \$30.26 - \$39.49

Annual Salary Range: \$88,380.65 - \$115,316.54

Full Time

Benefits Offered:

Vacation: A new employee will accrue vacation hours as follows: 1-5 years - 132 hours, 6-10 years - 188 hours, 11-15 years - 240 hours, 15+ years - 264 hours.

Holidays: In lieu of Holiday time off, the City provides employees with the option of 144 hours of straight time Holiday pay or conversion to 96 hours of accrued vacation time. The in-lieu Holiday pay is paid bi-weekly. **Sick Leave:** 144 hours per year with maximum accumulation of 800 hours. Incentive plans for non-use allows employees with various balances of accumulated sick leave to be reimbursed one time each year.

Bereavement Leave: Employees are eligible to use up to 48 hours of bereavement leave per Fiscal Year.

Longevity Stipend: Employees receive a one-time lump-sum longevity stipend in the pay period in which the employee reaches the following anniversary dates with the City: 10 years (1.0% of Step 10); 15 years (2.0% of Step 10); 20 years (2.5% of Step 10); 25 years (3.0% of Step 10); and 30 years (3.5% of Step 10).

Retirement: Benefits are provided by the California Public Employees' Retirement System (CalPERS). The City currently contracts with CalPERS for the 3% at 55 benefit formula, Post-Retirement Survivor Allowance, and 3 year average final pay for CLASSIC members and 2.7% at 57, Post-Retirement Survivor Allowance, and 3 year average final pay for PEPPRA (new) members. Employees will contribute 9% or 12.25% towards CalPERS, depending whether a classic or new member.

Group Medical Insurance: Benefits are provided by the California Public Employees' Retirement System (CalPERS). The City currently pays the full premium cost for employee and 90 % of dependents premiums. Effective July 1, 2014, and each year thereafter for the term of the contract, employees will share the additional cost of any yearly dependent premium increase over 10% in a 50/50 cost sharing arrangement with the City. The increase will be in addition to the 10% premium pick-up on dependent premiums employees are already paying.

Retiree Health Savings (RHS): All employees participate in a Retiree Health Savings plan through the ICMA Retirement Corporation. Employees in the Firefighter/Paramedic classification contribute 100% of all unused and accrued sick leave and vacation leave at the time of separation. Effective 01/01/2014 City contributes 1% of salary to RHS.

Education Incentive Stipend: An employee who meets the education requirements listed below shall be paid education incentive stipend on a pro-rated biweekly basis, or as an annual stipend, as follows: AA/AS/60 Units \$4,000 annually and BA/BS \$6,000 annually.

The Education Incentive stipend may be distributed biweekly or annually, at the employee's option, to be exercised once each year at the time of open enrollment.

Bilingual Pay: A stipend of \$75 per month will be paid to those employees utilizing their bilingual skills in the performance of their duties.

Group Life and Accidental Death and Dismemberment Insurance: The City provides all employees with Life and Accidental Death and Dismemberment Insurance coverage equivalent to the employee's annual salary.

Long Term Disability: The City contributes an amount not to exceed fifty dollars (\$50) per member per month, and long-term disability insurance is provided through the SMPFF.

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.
Knowledge of:

Firefighting and EMS procedures and equipment; fire ground tactics and strategy; emergency incident management, specifically the Incident Command System (ICS); principles of incident safety; automatic and mutual aid agreements; hazardous materials incident management; confined space and technical rescue techniques; fire prevention procedures and related codes; rescue operations and procedures; California vehicular laws related to operation of various firefighting and rescue apparatus; safety principles and practices related to the Fire Service; policies, procedures, rules, and regulations of the City and the San Marcos Fire Department; principles of effective supervision; principles of customer service; geography and street layout of the City and surrounding area; laws and regulations pertaining to fire and emergency medical services operations; personal protective equipment; pertinent federal, State, and local laws, codes, and regulations; algebraic and arithmetic computations; English usage, spelling, grammar and punctuation. Ability to: Perform competently under extreme pressure and in stressful situations; command Fire Department staff and operate vehicles and radios; carry out specific and general instructions with minimum supervision; maintain physical endurance and agility; make accurate observations and rapid judgments; oversee, direct, and coordinate the work of lower level staff; select, supervise, train, and evaluate staff; meet and deal tactfully and effectively with the public in all types of situations; collect, analyze and evaluate data and be able to prepare and deliver clear and concise written and oral reports; understand a variety of procedural instructions, both written and oral, and convert to proper actions; give oral instructions to others; prepare clear, concise, accurate written reports; communicate clearly and concisely, both orally and in writing; deal tactfully and effectively with the general public; speak effectively before public gatherings; work cooperatively with others and contribute to a successful team effort; Establish and maintain effective working relationships with those contacted in the course of work; demonstrate an awareness and appreciation of the cultural diversity of the community.

Education/Training: Must have completed a minimum of an Associate of Arts degree or college unit equivalent. Must have completed pre-application tasks identified within the San Marcos Fire Department Fire Captain's task book. All applicants, having complete pre-2017 California State Fire Marshal (CSFM) requirements for Company Officer, must be in possession of the certificate. All applicants having completed post-2017 CSFM education requirements for Company Officer certification will be issued a CSFM task book at the time of appointment, which must be completed within one (1) year. Experience: Minimum of five (5) years of firefighting experience in an organized firefighting agency. Three (3) of the five (5) years must be with a fire department that provides structural fire protection. Must have either been employed as a Fire Engineer or have successfully passed the Department's Fire Engineer examination process and be eligible to function as a certified "acting" Fire Engineer.

License or Certificate:

The following license and certification are required to be maintained throughout employment and are not subject to waiver: Valid California Driver License with satisfactory driving record, Emergency Medical Technician (EMT) Certification, CPR Certificate with a rating of BLS-C.

The following license and certification are required to be obtained within one (1) year of employment, are not subject to waiver and must be maintained throughout employment: Valid California Driver License for fire apparatus, California State Firefighter I and II Certificates, Hazardous Materials First Responder Operational Certificate.

FIRE ENGINEER

Hourly Salary Range: \$26.20 - \$34.18

Annual Salary Range: \$76,492.76 - \$99,805.31

Full Time

Benefits Offered: Same as Fire Captain

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Knowledge of: Firefighting and EMS procedures and equipment; fire ground tactics and strategy; emergency incident management, specifically the Incident Command System (ICS); principles of incident safety; automatic and mutual aid agreements; hazardous materials incident procedures; and confined space and technical rescue techniques; hazardous materials, fire prevention procedures and related codes; rescue operations and procedures; California vehicular laws related to operation of various firefighting and rescue apparatus; mechanical operation and maintenance of pumping engines, truck and brush

engines; safety principles and practices related to the Fire Service; policies, procedures, rules and regulations of the City and the San Marcos Fire Department; geography and street layout of the City and surrounding area; laws and regulations pertaining to fire and emergency medical services operations; personal protective equipment; pertinent federal, state, and local laws, codes, and regulations; algebraic and arithmetic computations; English usage, spelling, grammar and punctuation; principles and practices of customer service. Ability to: Perform competently under extreme pressure and in stressful situations; make accurate observations and rapid judgments; operate assigned fire apparatus and equipment efficiently in a manner consistent with safety principles; carry out specific and general instructions with minimum supervision; understand a variety of procedural instructions, both written and oral, and convert to proper actions; give oral instructions to others; prepare clear, concise, accurate written reports; deal tactfully and effectively with the general public in all types of situations; work cooperatively with others and contribute to a successful team effort; communicate clearly and concisely, both orally and in writing; prepare and present programs to department staff and the public; speak effectively before public gatherings; maintain physical endurance and agility; establish and maintain effective working relationships with those contacted in the course of work; demonstrate an awareness and appreciation of the cultural diversity of the community.

Education and Experience: Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training: Must be a San Marcos Fire Department Certified Driver Operator, or equivalent. Must have completed appropriate education and training in fire hydraulics, fire apparatus and equipment, or have successfully completed Driver Operator 1A and 1B.

Experience: A minimum of two years of firefighting experience with the San Marcos Fire Department, or three years of full-time experience with a fire department that provides structural fire protection. Experience with the San Marcos Fire Department is highly desirable.

License or Certificate: The following license and certification are required to be maintained throughout employment and are not subject to waiver: Valid California Driver License for driving fire apparatus with satisfactory driving record, California State Firefighter I and II Certificates, CPR Certificate with a rating of BLS-C, EMT Certification, and Hazardous Materials First Responder Operational Certificate.

FIREFIGHTER PARAMEDIC (FFPM)

Hourly Salary Range: \$34.07 - \$44.46

Annual Salary Range: \$70,872.21 – 92,472.11

Full Time

Benefits Offered: Same as Fire Captain

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of: Firefighting and EMS procedures and equipment; fire ground tactics and strategy; emergency incident management, specifically the Incident Command System (ICS); principles of incident safety; automatic and mutual aid agreements; hazardous materials procedures; and confined space and technical rescue techniques; hazardous materials, fire prevention procedures and related codes; rescue operations and procedures; California vehicular laws related to operation of various firefighting and rescue apparatus; safety principles and practices related to the Fire Service; policies, procedures, rules and regulations of the City and the San Marcos Fire Department; geography and street layout of the City and surrounding area; laws and regulations pertaining to fire and emergency medical services operations; personal protective equipment; pertinent federal, state, and local laws, codes, and regulations; algebraic and arithmetic computations; English usage, spelling, grammar and punctuation; principles and practices of customer service. Ability to: Perform competently under extreme pressure and in stressful situations; make accurate observations and rapid judgments; understand a variety of procedural instructions, both written and oral, and convert to proper actions; give oral instructions to others; prepare clear, concise, accurate written reports; deal tactfully and effectively with the general public; work cooperatively with others and contribute to a successful team effort; maintain physical endurance and agility; demonstrate an awareness and appreciation of the cultural diversity of the community.

Education and Experience: Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would

be: Education/Training: Must be at least 18 years of age and have an education equivalent to completion of the twelfth grade. Must have graduated from a 240-hour Firefighter I Academy accredited by California State Fire Marshal/State Fire Training or equivalent, as determined by the San Marcos Fire Chief. Must have completed appropriate education and training to obtain certification as a California State Certified EMT/Paramedic and meet requirements of the County of San Diego EMS Office, including the successful completion of the San Diego County protocol examination.

License or Certificate: The following license and certification are required to be maintained throughout employment and are not subject to waiver: Valid California Driver License with satisfactory driving record, Current California State Certified EMT/Paramedic license, Current EMT-P accreditation with the County of San Diego EMS office, and CPR Certification with a minimum rating of BLS-C.

The following license and certification are required to be obtained within one year of employment, are not subject to waiver, and must be maintained throughout employment: Valid California Driver License for fire apparatus, California State Firefighter I and II Certificates, Hazardous Materials First Responder Operational Certificate, NIMS (IS700), and Weapons of Mass Destruction First Responder Awareness.

EMERGENCY MEDICAL TECHNICIAN

Hourly Salary Range: \$14.68 - 19.15

Annual Salary Range: \$42,859.66 - \$55,922.02

Full Time

Benefits Offered:

Vacation: A new employee will accrue vacation hours as follows:

1-5 years: 108 hours

6-10 years: 148 hours

11+ years: 188 hours

Holidays: In lieu of Holiday time off, the City provides employees with 96 hours of straight time holiday pay. This in-lieu holiday pay is processed as a separate payment and received each year with the first paycheck in December.

Sick Leave: 108 hours per year with maximum accumulation of 900 hours. Incentive plans for non-use allows employees with various balances of accumulated sick leave to be reimbursed one time each year.

Bereavement Leave: Employees are eligible to use up to 48 hours of bereavement leave per Fiscal Year.

Retirement: The City participates in both the Social Security (FICA) and the California Public Employees' Retirement Systems (CalPERS). The City currently contracts with CalPERS for the 2% at 55 benefit formula, Post-Retirement Survivor Allowance, and 3 year average final pay for CLASSIC members and 2% at 62, Post-Retirement Survivor Allowance, and 3 year average final pay for PEPRA (new) members. Employees will contribute 7% or 6.5% towards CalPERS, depending whether a classic or new member.

Group Medical Insurance: A new employee will become a member of one of the City's group health plans (Aetna HMO, Aetna PPO, or Kaiser HMO) effective the first day of the month following their date of hire. The City will pay 90% of the health care premium and employees will pick up 10% of the premiums of the plan they select.

Voluntary Dental/Vision Insurance Programs: The City offers two voluntary dental insurance programs, an HMO program and a PPO Program, as well as a voluntary vision insurance program.

Section 125 Flexible Spending Account: All employees are eligible to participate in the City's Section 125 Flexible Spending Account plan administered by Benefit Coordinators Corporation (BCC). This is an IRS-approved plan which enables you to have withheld from your paycheck an amount to cover eligible dependent care, and certain eligible medical expenses without being subject to federal income or social security tax on the income used to pay for these benefits.

Retiree Health Savings (RHS): All employees participate in a Retiree health Savings plan through the ICMA Retirement Corporation.

Uniform Allowance: \$350 dollars per Fiscal Year is provided.

Bilingual Pay: A stipend of \$75 per month will be paid to those employees utilizing their bilingual skills in the performance of their duties.

Additional Benefits: The City offers additional benefits such as short and long-term disability, group life insurance, accidental death and dismemberment insurance, and workers' compensation insurance.

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Knowledge of: EMT Scope of Practice; EMS procedures and equipment; California vehicular laws; a basic understanding of fire based EMS delivery system; geography and street layout of the City of San Marcos and surrounding area; English usage, spelling, grammar, and punctuation; principles and practices of customer service. Ability to: Perform competently under extreme pressure and in stressful situations; make accurate observations and rapid judgments; understand a variety of procedural instructions, both written and oral, and convert to proper actions; deal tactfully and effectively with the general public; work cooperatively with others and contribute to a successful team effort; maintain physical endurance and agility; adjust to all weather conditions for prolonged periods of time; demonstrate an awareness and appreciation of the cultural diversity of the community.

Education and Experience: Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: Education/Training: Equivalent to the completion of the twelfth grade. Experience: One year of experience as an E.M.T. is preferable.

License or Certificate: Valid California Driver's License with a minimum of Class C and satisfactory driving record at time of appointment, must possess a valid EMT-I certification as defined by the State of California, Emergency Medical Services Authority (EMSA) at time of application, CPR Certificate, and must be accredited as an EMT-I in San Diego County at the time of appointment, and EMT-I accreditation and CPR certificate must be maintained as a condition of employment

EMERGENCY MEDICAL TECHNICIAN

Hourly Salary Range: \$13.08 - \$17.07

Part Time: 0.5 FTE

Benefits Offered: Part time Emergency Medical Technicians (EMTs) will earn one (1) hour of sick time for every thirty (30) hours worked, part time EMTs are able to use up to 72 hours of paid sick leave in each year of employment and part time EMTs are able to carry over up to 144 hours of accrued paid sick leave per year.

All EMT positions are on a regular 24-Hour shift schedule (40 regular hours plus additional hours worked at OT).

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Knowledge of: EMT Scope of Practice; EMS procedures and equipment; California vehicular laws; a basic understanding of fire based EMS delivery system; geography and street layout of the City of San Marcos and surrounding area; English usage, spelling, grammar, and punctuation; principles and practices of customer service. Ability to: Perform competently under extreme pressure and in stressful situations; make accurate observations and rapid judgments; understand a variety of procedural instructions, both written and oral, and convert to proper actions; deal tactfully and effectively with the general public; work cooperatively with others and contribute to a successful team effort; maintain physical endurance and agility; adjust to all weather conditions for prolonged periods of time; demonstrate an awareness and appreciation of the cultural diversity of the community.

Education and Experience: Must be at least 18 years of age and have an education equivalent to completion of high school. Six months E.M.T. experience preferred but not required. Completion of State Fire Marshal Firefighter I Academy (348 hour or equivalent) preferred but not required.

License or Certificate: The following licenses and certificates are required to be maintained throughout employment and are not subject to waiver. Valid California Class C Driver License, Candidates must submit a DMV Driving Report. (Available online at the DMV website), valid EMT-I certification as defined by the State of California, Emergency Medical Services Authority (EMSA), must be accredited as an EMT-I in San Diego County by time of appointment, and if you currently have a SD County EMT Accreditation, please submit and Valid CPR Certificate/Card (minimum of healthcare provide.

EMERGENCY MEDICAL SERVICES COORDINATOR

Hourly Salary Range: \$40.61 - \$52.98

Annual Salary Range: \$88,465.70 - \$110,208.58

Full Time

Benefits Offered:

Holidays – The City observes thirteen (13) paid holidays that include ten (10) specifically designated days and three (3) floating holidays.

Vacation Leave – A new employee will accrue eighty (80) hours of vacation per calendar year for the first five years of service (one hundred, twenty (120) hours for years five through ten, and one hundred, sixty (160) hours after ten years). Vacation accrual begins immediately; however, a new employee is not eligible to take vacation leave until the completion of six (6) months of service with the City.

Sick Leave – A new employee will earn ninety-six (96) hours of sick leave each year.

Bereavement Leave - Employees are eligible to use up to 40 hours of bereavement leave per Fiscal Year.

Executive Leave - As an "Exempt" At Will employee, you will receive forty (40) hours of Executive Leave per Fiscal Year. This leave cannot roll over, has no cash value, and any leave not used by June 30th of each year will be lost.

Group Health Insurance Program – A new employee will become a member of one of the City's group health plans (Aetna HMO, Aetna PPO, or Kaiser HMO) effective the first day of the month following their date of hire. The City will pay 90% of the health care premium and employees will pick up 10% of the premiums of the plan they select.

Voluntary Dental/Vision Insurance Programs – The City offers two voluntary dental insurance programs, an HMO program and a PPO Program, as well as a voluntary vision insurance program.

Section 125 Flexible Spending Account – All employees are eligible to participate in the City's Section 125 Flexible Spending Account plan administered by Benefit Coordinators Corporation (BCC). This is an IRS-approved plan which enables you to have withheld from your paycheck an amount to cover eligible dependent care, and certain eligible medical expenses without being subject to federal income or social security tax on the income used to pay for these benefits.

Retirement - The City participates in both the Social Security (FICA) and the California Public Employees' Retirement Systems (CalPERS). The City currently contracts with CalPERS for the 2% at 55 benefit formula, Post-Retirement Survivor Allowance, and 3 year average final pay for CLASSIC members and 2% at 62, Post-Retirement Survivor Allowance, and 3 year average final pay for PEPRA (new) members. Employees will contribute 7% or 6.5% towards CalPERS, depending whether a classic or new member.

Retiree Health Savings (RHS) – All employees participate in a Retiree Health Savings plan through the ICMA Retirement Corporation.

Additional Benefits – The City offers additional benefits such as short and long-term disability, group life insurance, accidental death and dismemberment insurance, and workers' compensation insurance.

Qualifications: The following generally describes the desired qualifications, the knowledge and the ability required to successfully perform the assigned duties of the classification within a short period of time. Knowledge of: Operational characteristics, services, and activities of an EMS program; principles and practices of public safety; management skills necessary to plan and organize tasks; public administration and program development; research techniques and report preparation; principles of supervision, training, and performance evaluation; basic principles and practices of budget preparation and administration; purposes, goals, and responsibilities of Basic and Advanced Life Support programs, pre-hospital care system, and emergency health care practices and procedures, local treatment guideline protocols; communicable disease, blood borne pathogens, and exposure treatment modalities, pertinent federal, state, and local laws, codes, and regulations including those relating to emergency medical services; licensing requirements for paramedics and EMTs; adult learning theory, teaching principles, practices, and techniques; continuous quality improvement principles; American Heart Association standards and practices; recent developments, current literature and sources of information related to assigned programs and service areas; principles and practices of customer service; terminology used in area of assignment; modern office procedures, methods, and equipment, including computers and various software packages; methods and techniques of effective technical, administrative, and financial recordkeeping, report preparation and presentation and principles of technical writing. Ability to: Plan, coordinate, monitor, and evaluate the EMS program, perform responsible and difficult programmatic and administrative duties involving the use of independent judgment and personal initiative; participate in the development and administration of program goals, objectives, policies, and procedures; analyze program needs and develop, recommend, and implement policies and procedures to achieve effective long range program operation; define problem areas; understand the organization and

operation of the EMS division within the San Marcos and Escondido Fire Departments, assigned program and outside agencies as necessary to assume assigned responsibilities; understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations, including those that affect the operation and administration of the Basic and Advanced Life Support Programs; identify and respond to community and organizational issues, concerns, and needs; coordinate services with public agencies, physicians and other medical professionals, representatives of interested community groups, institutions, and the general public; plan, organize, and direct training programs and evaluate their effectiveness; effectively evaluate the performance of paramedic and EMT personnel in the area of emergency medical services; coordinate critical incident stress debriefing; establish and maintain various data collection, record keeping, tracking, filing, and reporting systems; prepare clear and concise technical, administrative, and financial reports; make oral and written presentations in a clear, logical manner; plan, schedule, and review the work and performance of assigned staff; participate in the preparation and administration of budgets; operate and use modern office equipment, including computer and various software packages; work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person; plan and organize work to meet changing needs and deadlines; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work; demonstrate an awareness and appreciation of the cultural diversity of the community.

Education and Experience: A Bachelor's degree from an accredited college or university with major course work in health care or related field. Previous experience in the administration of EMS or major EMS training program and in the field as either an EMT-P or an MICN is highly desirable.

License or Certificate: Must possess a valid California driver's license. Must possess RN license, EMT-P or MICN license in California and accreditation in San Diego County highly desirable. Possession of Teaching Methodology Certification approved by the State EMS Authority.

Must be able to obtain status as an approved provider of ALS and BLS continuing education in San Diego County. Certification as instructor for ACLS, PEPP, CPR, and PHTLS must be obtained within one year of appointment.

SENIOR MANAGEMENT ANALYST

Hourly Salary Range: \$37.60 - \$49.06

Annual Salary Range: \$78,208.98 - \$102,044.97

Full Time

Benefits Offered: Same as Emergency Medical Services Coordinator

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Knowledge of operational characteristics, services, and activities of assigned program area; organization and operation of municipal government; principles and practices of program development; methods and techniques of data collection, research, and report preparation; methods and techniques of statistical and financial analysis; principles and procedures of financial record keeping and reporting; principles and practices of budget preparation and administration; principles and practices of accounting; office procedures, methods, and equipment including computers and applicable software applications; applicable civil, government, and administrative codes; principles and practices of public sector contract administration; principles and practices used in grant development and administration; public sector employee relations theory, practice, and issues; principles and practices of customer service; principles of business letter writing; basic principles of supervision and training; policies and procedures of the assigned department; English usage, spelling, grammar, and punctuation; pertinent federal, state, and local laws, codes, and regulations. Ability to perform a full range of responsible analytical and administrative duties in support of assigned programs, functions, and/or department involving the use of independent judgment and personal initiative; research and analyze problems and prepare recommendations on a variety of issues; understand the organization and operation of assigned department and outside agencies as necessary to assume assigned responsibilities; interpret and apply pertinent federal, state, and local laws, codes, and regulations, as well as City policies and procedures; participate in various organization studies and analyses; research, analyze, and evaluate programs, policies, and procedures; collect, evaluate and interpret complex information and data; prepare, research, negotiate, and monitor contracts and agreements; prepare clear and concise administrative and financial

reports; maintain accurate and complete records on programs and operations; assist with budget preparation and administration; interpret technical information for a variety of audiences; independently prepare correspondence and memoranda; operate office equipment including computers and supporting applications; adapt to changing technologies and learn functionality of new equipment and systems; supervise, organize, and review the work of lower level staff as assigned; organize and prioritize work flow; demonstrate an awareness and appreciation of the cultural diversity of the community; communicate clearly and concisely, both orally and in writing; and establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience:

Education/Training: A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics, or a related field. A Master's degree in public, personnel, or business administration, economics, or a related field from an accredited U.S. college or university, or a certified foreign studies equivalent, is desirable. **Experience:** Senior Management Analyst: Five years of increasingly-responsible professional-level administrative, analytical, and/or budgetary experience related to assigned area. Experience in administering programs in a governmental jurisdiction is highly desirable.

License or Experience: Possession of an appropriate, valid driver's license with satisfactory driving record.

OFFICE SPECIALIST I

Hourly Salary Range: \$20.61 - \$26.89

Annual Salary Range: \$42,859.01 - \$55,921.30

Full Time

Benefits Offered:

Holidays – The City observes thirteen (13) paid holidays that include ten (10) specifically designated days and three (3) floating holidays.

Vacation Leave – A new employee will accrue eighty (80) hours of vacation per calendar year for the first five years of service (one hundred, twenty (120) hours for years five through ten, and one hundred, sixty (160) hours after ten years). Vacation accrual begins immediately; however, a new employee is not eligible to take vacation leave until the completion of six (6) months of service with the City.

Sick Leave– A new employee will earn ninety-six (96) hours of sick leave each year.

Bereavement Leave - Employees are eligible to use up to 40 hours of bereavement leave per Fiscal Year.

Group Health Insurance Program – A new employee will become a member of one of the City's group health plans (Aetna HMO, Aetna PPO, or Kaiser HMO) effective the first day of the month following their date of hire. The City will pay 90% of the health care premium and employees will pick up 10% of the premiums of the plan they select.

Voluntary Dental/Vision Insurance Programs – The City offers two voluntary dental insurance programs, an HMO program and a PPO Program, as well as a voluntary vision insurance program.

Section 125 Flexible Spending Account – All employees are eligible to participate in the City's Section 125 Flexible Spending Account plan administered by Benefit Coordinators Corporation (BCC). This is an IRS-approved plan which enables you to have withheld from your paycheck an amount to cover eligible dependent care, and certain eligible medical expenses without being subject to federal income or social security tax on the income used to pay for these benefits.

Retirement - The City participates in both the Social Security (FICA) and the California Public Employees' Retirement Systems (CalPERS). The City currently contracts with CalPERS for the 2% at 55 benefit formula, Post-Retirement Survivor Allowance, and 3 year average final pay for CLASSIC members and 2% at 62, Post-Retirement Survivor Allowance, and 3 year average final pay for PEPRA (new) members. Employees will contribute 7% or 6.5% towards CalPERS, depending whether a classic or new member.

Retiree Health Savings (RHS) – All employees participate in a Retiree Health Savings plan through the ICMA Retirement Corporation.

Bilingual Pay: A stipend of \$100 per month will be paid to those employees utilizing their bilingual skills in the performance of their duties.

Additional Benefits – The City offers additional benefits such as short and long-term disability, group life insurance, accidental death and dismemberment insurance, and workers' compensation insurance.

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Knowledge of: Organization and function of public agencies, including the role of an elected City Council and appointed boards and commissions; applicable codes, regulations, policies, technical processes, and procedures related to the department to which assigned; modern office administrative and secretarial practices and procedures, including the use of standard office equipment and computers; business letter writing and the standard format for reports and correspondence; principles and practices of data collection and report preparation; computer applications related to the work, including word processing, database, and spreadsheet applications; business mathematics and basic statistical techniques; principles and procedures of recordkeeping; modern office practices, methods, and computer equipment; computer applications related to work, including word processing and spreadsheet software; English usage, grammar, spelling, vocabulary, and punctuation; methods and techniques of public relations; techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff. Ability to: Perform responsible administrative and secretarial support work with accuracy, speed, and general supervision; provide varied and responsible secretarial and office administrative work requiring the use of tact and discretion; understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities; interpret and apply administrative and departmental policies and procedures; respond to and effectively prioritize multiple phone calls and other requests for service; interpret, apply, and explain policies and procedures; compose correspondence and reports independently or from brief instructions; make accurate mathematical, financial, and statistical computations; enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work; establish and maintain a variety of filing, recordkeeping, and tracking systems; organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines; operate modern office equipment including computer equipment and specialized software applications programs; understand and follow oral and written instructions; type at a speed of 50 words per minute and enter data at a speed necessary for successful job performance; exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs; use English effectively to communicate in person, over the telephone, and in writing; use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines; establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Education and Experience: Equivalent to the completion of the 12th grade, supplemented by specialized training in business or secretarial science. Experience: No experience is required.

License or Certificate: Possession of an appropriate, valid driver's license with satisfactory driving record.

FIRE & EMS SUPPORT SPECIALIST

Hourly Salary Range: \$16.94 - \$22.09

Part Time: 0.5 FTE

Benefits Offered:

This is a part time non-benefited position, however effective 07/01/2015 part time employees will receive 1 hour of sick leave accrual per 30 hours worked. Employees in this category are eligible use up to 27 hours per year and are able to carry over up to 54 sick leave hours per year.

Qualifications: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Knowledge of: Organization and function of public agencies, including the role of an elected City Council and appointed boards and commissions; applicable codes, regulations, policies, technical processes, and procedures related to the department to which assigned; modern office administrative and secretarial practices and procedures, including the use of standard office equipment and computers; business letter writing and the standard format for reports and correspondence; principles and practices of data collection and report preparation; computer applications related to the work, including word processing, database, and spreadsheet applications; business mathematics and basic statistical techniques; principles and procedures of recordkeeping; modern office practices, methods, and computer equipment; computer applications related to work, including word processing and spreadsheet software; English usage, grammar, spelling, vocabulary, and punctuation; methods and techniques of public relations; techniques

for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff. Ability to: Perform responsible administrative and secretarial support work with accuracy, speed, and general supervision; provide varied and responsible secretarial and office administrative work requiring the use of tact and discretion; understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities; interpret and apply administrative and departmental policies and procedures; respond to and effectively prioritize multiple phone calls and other requests for service; interpret, apply, and explain policies and procedures; compose correspondence and reports independently or from brief instructions; make accurate mathematical, financial, and statistical computations; enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work; establish and maintain a variety of filing, recordkeeping, and tracking systems; organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines; operate modern office equipment including computer equipment and specialized software applications programs; understand and follow oral and written instructions; type at a speed of 50 words per minute (net) and enter data at a speed necessary for successful job performance; exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs; use English effectively to communicate in person, over the telephone, and in writing; use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines; establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Education and Experience: Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: Education/Training: Equivalent to the completion of the 12th grade, supplemented by specialized training in business administration, Fire Administration, Emergency Services, or similar areas of study. Experience: One or more years of experience working with a public safety and/or emergency medical transportation agency is preferable. Previous public safety administration experience is desirable.

2.2.4. Staff Resumes: SMFD personnel resumes are included as part of this proposal as Attachment 3.

2.2.5. Bilingual Capability:

SMFD has four (4) program employees who are bilingual. They are as follows:

- Fire Engineer Jaime Serrato
- EMT Francisco Healy
- EMT Tracey Vera
- EMT Richard Lemus

In addition, SMFD has installed a translation application on each tablet to assist with individuals who prefer to communicate in Spanish or other common non-English language spoken in the County.

2.3. County of San Diego Contracts:

Item	County Contract	Description	Start	End	Type	COSM Contract No.	County Dept
1	503329	1st responder pool of funds	07/01/04	06/30/24	Goods and Services	4641	Health and Human Services Agency
2		Wireless emergency alert MOA	08/22/18	On-going	MOA	5939	County Department
3	547768	Senior nutrition program RFSQ 6081	07/01/14	06/30/19	Goods and Services	6081	Health and Human Services Agency
4		Training facility	04/25/18	04/25/23	Goods and Services	5849	San Diego County (Fire Authority)
5	555195	Fuel for countywide vehicles for various departments	01/01/17	08/18/21	Goods and Services	5565	General Services
6	558301	Rescue ambulance	05/15/18	06/01/18	Goods and Services	5877	General Services
7	559760	Carlsbad watershed management area water quality monitoring and assessment requirements	05/15/18		Goods and Services	5871	County of San Diego / CAL FIRE
8	560099	Rental of San Marcos' council chamber for Palomar airport advisory (cy 2019)	01/09/19	12/31/19	Goods and Services	Use App	Palomar Airport
9		Next generation regional communication system	01/28/14	20 YRS	Goods and Services	4279	County Department
10		General and specialized law enforcement and traffic services	07/01/17	06/30/22	Public Safety	5718	San Diego County Sheriff

2.4. Subcontracts, Memorandum of Agreement (MOA), Memorandum of Understanding (MOU):

The following list of Subcontracts, MOAs and MOUs are proposed to be used to meet the program requirements as follows:

2.4.1.			2.4.2.		2.4.3.	2.4.4.
Type	Organization	Experience	Program Requirement	Monitoring Mechanism	Committed (Y or N) - Contract No. (if applicable)	If N, how will they be solicited? (RFP, Bid, etc.)
Contract	North County Dispatch JPA (NCDJPA)	Joint Powers of Authority	Dispatch	Monthly Report	Y - 4631	N/A
Contract	Wittman Enterprises LLC	25+ Years of providing industry-leading billing, follow up and collection programs	Billing Services	Monthly Report	Y - 5531	N/A
Purchase Order	Stryker Inc.	Specializes in gurney and stair chair services and sales	Gurney Preventative Maintenance (PM)	Per Scheduled PM	Y	N/A
SaaS	World Advancement of Technology for EMS and Rescue (WATER)	Provides ePCR systems for public safety	ePCRs	QA/QI	Y	N/A
As Needed	Allied Medical	OSHA and HIPAA compliant medical waste disposal provider	Medical Waste Disposal	Per Scheduled Disposal	Y	N/A
MOU	2-1-1 San Diego	Sole referral services in the San Diego area	Public Health Referral Services	Referral reports	Y	N/A
Through NCDJPA	North Zone Medical Director	Extensive experience verified through the RFP process	Medical Oversight of EMS program	Through NCDJPA	Y-Through NCDJPA	N/A
Contract	BitPros	Specializes in public safety vehicle repairs	Vehicle Repairs	Satisfactory completion of repairs	Y	N/A
As Needed	Medical Supplies	Various vendors that provide medical supplies	Medical Supplies	Quality products that meet the needs of the EMS program	Y	N/A
As Needed	Various EMS software related programs	Various programs utilized to administer the EMS program	EMS program support	Functional program and outputs	Y	N/A

COUNTY CONTRACT NUMBER 562228
 AGREEMENT WITH SAN MARCOS FIRE DEPARTMENT FOR
 9-1-1 ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR SAN MARCOS OPERATING AREA

PO/Invoice	Various EMS Communication vendors	Specializes in EMS communication equipment and services	EMS communications	Functional equipment and services	Y	N/A
PO/Invoice	Uniform vendors	Provides professional public safety uniforms	EMS Uniforms	Quality EMS Uniforms	Y-as needed	N/A
MOA	Multi Agency (Boundary Drop)	North Regional Zone Master Automatic Aid Agreement for Fire-Rescue Responses and Support Activities	EMS program	NCDJPA Chiefs Meetings	Y	N/A
PO/Invoice	Various EMS program specific services	EMS program needs relating to health and wellness	EMS program	As needed	Y-as needed	N/A

2.5. Letter of Intent:

No longer required per County of San Diego RFP 9547 Addendum #1.

2.6. Litigation:

SMFD has no pending and/or current litigation items.

2.7. References:

2.7.1. -2.7.6. Business references are included in this proposal as Attachment 4.

2.8. Certification regarding debarment, suspension and related matters:

SMFD certifies to the best of its knowledge that neither it nor any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.

3. Fiscal Solvency

3.1. Fiscal Management Process:

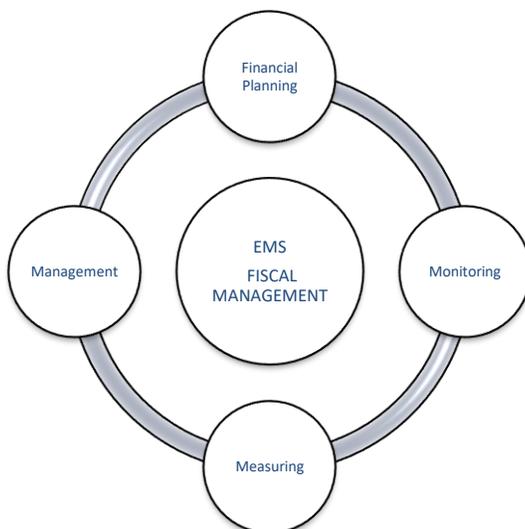
To provide internal fiscal management, and on a regular basis, SMFD utilizes an extensive approval process for expenditures and partners with the City’s Finance Department to ensure funding and revenues are adequate to meet program costs which shall include, but not be limited, to the following:

Financial Planning – Analyze current and prior year’s revenue and expenditure budget to actual reports to develop an annual budget for appropriation by the City.

Monitoring – Use MUNIS, a financial management application by Tyler Technologies, to track spending utilizing enhanced dashboards for Approvals, Open Contracts and Purchase Orders, Budgets, Employees, Actual to Budget transactions, etc. and monitor program revenue.

Measuring – Use MUNIS to track and forecast employee and program spend against budgets on a monthly basis, run revenue and expenditure reports for trends and forecasting.

Management – Use MUNIS to manage Receivables and Revenues, General Ledger accounts, commodities, purchasing information (including sub contracts, payments, etc.), payroll and various cost elements related to the program. Comply with internal approval workflow for expenditures against the program, which requires chain of command approval prior to incurring actual expense.



3.2. Financial Information for the last three (3) Fiscal Years:

- 3.2.1. Most current un-audited interim financial statements are attached. (Attachment 5)
- 3.2.2. Audited financial statements can be found on the City website at <https://www.san-marcos.net/departments/finance/financial-statements-reporting> and are included as part of this proposal as follows:
 - Comprehensive Annual Financial Report (CAFR)
 - Fiscal Year 2017-2018 (Attachment 6)
 - Fiscal Year 2016-2017 (Attachment 7)
 - Fiscal Year 2015-2016 (Attachment 8)
- 3.2.3. Independent Auditor’s Report (last three Fiscal Years) –Attachment 9. The IAR can also be found on each Fiscal Year CAFR, FINANCIAL SECTION, Independent Auditor’s Report, Page 1.
- 3.2.4. Statement of findings or question costs – In the last three Fiscal Years, and per last three Fiscal Years’ Independent Auditor’s Report provided above, there have been no statement of findings or questioned costs.
- 3.2.5. N/A
- 3.2.6. N/A

3.3. Financial Information:

The General Fund Reserve Policy (Attachment 10) is reviewed annually by the City Council as part of the annual operating budget review and adoption process. Attached is the Fiscal Year 2019-2020 General Fund Summary (including Reserve Fund Balance) which depicts that SMFD/City will have sufficient reserves to maintain the program for sixty (60) days (Attachment 11). A copy of the City Budget Document for prior years is available on the City’s website at: <https://www.san-marcos.net/departments/finance/annual-budgets>.

3.4. Accounting System:

SMFD and City utilizes MUNIS, a Tyler Technologies financial management application that offers fast access to information and simplified reporting to ensure accountability, financial controls and transparency. MUNIS consists of a suite of products including Financials (Purchase Order, Requisition, Contract Management, General Ledger, GASB 34 Processing, Vendor ID, etc.), General Revenues (Accounts Receivables, Payment Processing, General Billing, etc.), HR/Payroll, etc. that supports the program in segregating, supporting, controlling, and accounting of all program funds, property, expenses, revenues, and assets. MUNIS will be used as the primary source of expenditure and revenue information for the program. MUNIS is fully integrated into the budget development and is currently reflected in the 2019-2020 Budget Document. The system is in compliance with generally accepted accounting principles and Office of Management and Budget Circulars. For additional detailed information regarding MUNIS, feel free to visit their website at: <https://www.tylertech.com/products/munis>.

3.5. Exhibit C – User Fee Schedule:

ALS Transport Rate Charge	Mileage Charge Per Mile	Oxygen Charge	Night Charge	Assessment Only Charge
\$1,255.00	\$24.00	\$65.00	\$50.00	\$150.00

4. Contract Template and Insurance Requirements Acceptance/Clause Exception(s) Statement

In response to Item 4 of the Submittal Requirements, please see proposed insertions or deletions which are marked in RED for the following Articles (within the DRAFT AGREEMENT provided):

Article 2 SCOPE OF WORK

2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or services from other sources, when deemed by the County to be in its best interest **ADD:** *with notification to Contractor for coordination under its obligations under Statement of Work Section 5.4.*

Article 6 CHANGES

(Request to add language after “etc.”)

6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes (“Changes”), within the general scope of this Agreement, in the definition of services to be performed, and the time...**ADD:** *If any such Change causes an impact to the services provided to the City, Contracting Officer shall make notification to City of such Change and shall use all reasonable efforts to meet and confer with Contractor prior to implementing any such Change impacting health and safety of San Marcos Operating Area. If any such Change causes an increase...*

Article 7 SUSPENSION, DELAY AND TERMINATION

(Request to add “reasonably”)

7.1 Termination for Default. Upon Contractor’s breach of this Agreement, County...from the date the notice is issued to cure the default or make progress **ADD:** *reasonably* satisfactory to County in curing the default, unless a different time is given in the notice.

Second Paragraph (of 7.1): In the event of such termination, the County may purchase or obtain supplies or services elsewhere, **ADD:** *or from Contractor at the prevailing market price.* ~~and Contractor shall be liable for the difference, if applicable, between the prices set forth in the terminated order and the actual thereof to the County.~~ The prevailing market price shall be considered the fair repurchase price...

7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County, **ADD:** *with reasonable care,* to Contractor under this or subsequent agreements, ...

7.4 Full Cost Recovery of Investigation And Audit Costs.

Second Paragraph (of 7.4) At the sole **ADD:** *reasonable* discretion of the County, and subject to funding source restrictions...

7.5 Termination for Convenience. The County may, by written notice **ADD:** *of not less than ten (10) days to City and Contractor (note: added “City” to notice as the Service provided under this Agreement is vital to the City’s public health and safety of its residents and visitors),* stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time.

7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement...for the convenience of the Government **ADD:** *and notice to City. (note: added “City” to notice as the Service provided under this Agreement is vital to the City’s public health and safety of its residents and visitors)* County reserves the right to prohibit,...

10.1 Indemnity. Six lines down beginning with “Claims”

Claims caused by the sole passive negligence ~~act or the concurrent negligent act, error or omission, whether active or passive,~~ of County Parties. *(note: this is consistent with agreements entered into with other government agencies).*