


RESOLUTION NO. 1955

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE COUNTY OF MONTEREY FOR THE
PROVISION OF EMERGENCY AMBULANCE
SERVICES

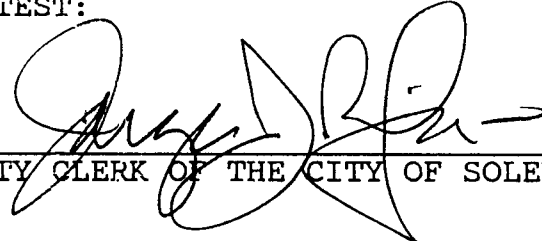
BE IT RESOLVED by the City Council of the City of Soledad that the Mayor be, and he is hereby, authorized and directed to execute with the County of Monterey an agreement for the provision of emergency ambulance services, in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 12th day of December, 1989, by the following vote:

AYES, and in favor thereof Councilmembers: Campos,
Holguin, Ledesma, Mayor Pro Tem Untalon, Mayor Ortiz
NOES, Councilmembers. None
ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT NO. _____
For the Furnishing of Ambulance Service
Exclusively in the Soledad Area

This Agreement made and entered into as of the 12th day of December, 1989, by and between the COUNTY OF MONTEREY, hereinafter called "County", and the City of Soledad, hereinafter called "City",

WITNESSETH

For and in consideration of the sums hereinafter referred to, to be paid by County to City, It Is Mutually Agreed

SECTION 1 TERMS OF AGREEMENT

This Contract shall be for the period commencing on the 1st day of March, 1990, and ending on the 28th day of February, 1991, unless terminated earlier in accordance with this Agreement.

SECTION 2 DEFINITIONS

(a) "Advanced life support" means special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base station hospital

(b) "Basic life support" means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

(c) "Certificate" means a specific document issued to an individual denoting competence in the named area of prehospital service

(d) "Dry Run" means a call responded to by City which is cancelled while City is enroute, or a call responded to by City which results in the refusal or failure of the patient to use the ambulance service.

(e) "Emergency" means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by the patient, emergency medical personnel, or a public safety agency and may occur at the scene, during transport, or during an interfacility transfer.

(f) "Emergency Ambulance Patient" means all persons, who, by reason of accident, misfortune, injury, illness, or mental disorder require the services of an ambulance for transportation to the emergency room of an acute care hospital.

(g) "Emergency Medical Technician-I" or "EMT-I" means an individual trained in all facets of basic life support according to standards and who

has a valid certificate. This definition shall include, but not be limited to, EMT-I (FS) and EMT-I-A

(h) "Emergency Medical Technician-Paramedic" or "EMT-P" or "paramedic" means an individual who is a mobile intensive care paramedic and whose scope of practice to provide advanced life support is according to standards, and who has a valid certificate.

(i) "Local EMS agency" means the designated agency, department, or office having primary responsibility for administration of emergency medical services in a county.

(j) "Response Time" means the actual elapsed time between receipt of notification from the Communication Center that a response unit is needed at a location and the arrival of the response unit at that location.

SECTION 3 PRIMARY COVERAGE AREA

City is hereby assigned and does hereby accept responsibility for responding to all requests in the following operating zone entitled Soledad Area

North Iverson Road south and Johnson Canyon Road west, but not including the intersection

City of Gonzales and the 5th Street Overpass, to include area up to the gasoline station just north of the city limits. Gonzales River Road to River Road, but not including the intersection. Soledad River Road to, but not including junction with Gonzales River Road/River Road intersection (16.47 mile marker).

South. Soledad Metz Road to Elm Avenue, but not including the intersection. To north city limit of Greenfield, including Thorne Road and intersection with Arroyo Seco Road

South and West Arroyo Seco Road to Indians Road to, but not including Escondido Camp Carmel Valley Road from Arroyo Seco Road to and including Martin Road.

SECTION 4 MUTUAL AID

City shall provide emergency ambulance support service to service areas in the County other than that area designated in primary coverage area when so requested under applicable mutual aid response agreements.

SECTION 5 EMERGENCY PERFORMANCE STANDARDS

(a) The City shall provide clinical performance consistent with approved medical standards and protocol as established by the State of California regulations, Monterey County EMS policies and procedures, and Base Hospital policies and procedures. Conduct of personnel must be professional and courteous at all times. Clinical and response time performance must be reliable, with equipment failure and human error held to an absolute minimum through constant attention to procedures and prompt and definitive corrective action.

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(b) The City shall station advanced life support ambulances in such a manner as to permit arrival at the scene of an emergency within 18 minutes from City notification of the emergency call for not less than 85 percent of all such calls as measured by any 30 day period and notify the EMS Agency Medical Director of any changes to said location

(c) The emergency ambulance(s) shall not respond to any non-emergency request when doing so requires the use of the last or only ambulance unit available to serve the specified response area

(d) Each advanced life support ambulance shall be at a minimum staffed as follows

- 1) one attendant - valid certification as an EMT-P.
- 2) one driver - valid California driver's license, ambulance driver's certification, and an EMT-1A certification.

(e) Exceptions In performing calculations to evaluate City's performance in regard to these standards, every 911 call originating from within City's primary coverage area shall be included except as follows

- 1) Runs shall be excluded if a call is down graded (reduced to Code 2) and the response time to the down grade is less than 18 minutes.
- 2) Runs shall be excluded which occur during periods of severe weather which could reasonably be expected to substantially impair City's response time performance, provided it shall be City's responsibility to document said conditions, the time period affected, and the affected runs and to apply for this exception as provided for in Section 6 hereof
- 3) Excess runs occurring during periods of unusual system overload defined for these purposes as a period of time during which more than 2 emergency calls originating from within City's primary service area are simultaneously in progress. Response times to calls in excess of that number shall not be included provided City applies for and receives an exemption in accordance with Section 6 hereof
- 4) The response time requirements of this Agreement shall be suspended during a declared disaster in Monterey County, or during a declared disaster in a neighboring jurisdiction which has requested assistance from Monterey County. For purposes of this provision, the declaration of disaster must be made or affirmed by the Contract Officer.
- 5) In cases of multiple-response incidents (i.e., where more than one ambulance is sent to the same incident), only the response time of the first arriving ambulance shall be counted for purposes of measuring City's response time performance.

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No other causes of poor response time performance, such as traffic congestion, vehicle failure, or other such causes, shall be allowed as exceptions to this response time requirements.

(f) During the term of this Agreement, retail competition shall continue to be allowed throughout Monterey County for convalescent (wheelchair) transport services, subject to applicable laws and ordinances. Nothing in the Agreement is intended to restrict City's participation in that retail competition.

SECTION 6. RESOLUTION OF DISPUTES

(a) Response Time

City's application for exception to the response time standards required hereunder shall be submitted to the Contract Officer for approval. The decision of the Contract Officer may at City's option be appealed to the Prehospital Care Board.

(b) Patient Care

Upon a finding by the Contract Officer that the City is in default, and that the nature of the default is such that termination of this Agreement is necessary to protect the public health and safety, the finding shall be presented to the City in writing and the City will be allowed a reasonable opportunity to correct such deficiency. If the deficiency remains the findings shall be presented to the Prehospital Care Board, who will provide review of questions involving patient care. If the Prehospital Care Board finds the City's performance is deficient and dangerous to public health and safety, recommendation for termination will be made to the EMS Medical Director. Appeal proceeding will be heard by the Board of Supervisors.

(c) Operations

Upon a finding by the Contract Officer that the City is in default, and that the nature of the default is such that termination of this Agreement is necessary to protect the public health and safety, the findings shall be presented to the City in writing and the City will be allowed a reasonable opportunity to correct such deficiency. If the deficiency remains, the findings shall be presented to the appropriate EMS Regional Council. If the EMS Regional Council finds the City's performance is deficient, recommendation for termination of this Agreement will be made to the EMS Medical Director. Any appeal proceedings will be heard by the Board of Supervisors.

SECTION 7: MEDICAL CONTROL

City's Medical Control will be provided by the Salinas Area Base Station Hospital Network (SABSHN). City shall:

(a) Comply with all policies and procedures of SABSHN and EMS Agency.

(b) Maintain skills, clinical and assessment, by attending tape critique, and Emergency Department skill labs when requested by SABSHN.

(c) Provide data monthly on the number of skills attempted and their associated success and failure rates using the methodology and format as directed by SABSHN

(d) Maintain an internal Quality Assurance Program as outlined by SABSHN.

(e) Receive SABSHN's approval prior to any field activity by new paramedics personnel.

(f) Shall ensure all personnel read, understand and sign off on the policies and procedures of SABSHN and the EMS Agency

(g) Supply all equipment, supplies and drugs City may purchase from SABSHN supplies, drugs at 10% above cost.

(h) Understand that the SABSHN Medical Director may direct that a paramedic shall be removed from service and immediately temporarily suspended certification if, in the opinion and sole judgement of the Medical Director, this is necessary to prevent possible adverse effects on the safe care of patients City recognizes that SABSHN's prime responsibility is to the patients and this will supercede the paramedic's privilege to practice as a paramedic in the SABSHN area

(i) Allow SABSHN personnel to ride along as a "third person" to observe operations in their performance of medical control.

SECTION 8 FIRST RESPONDER AGENCIES

(a) Training

City shall furnish in-service training and offer opportunity for participation in such programs to all first responder agencies operating within contractor's primary service area. This will include ALS/BLS interface, equipment familiarization and station visits

(b) Meetings

City shall attend and participate in scheduled meetings mutually agreed to between City, EMS Agency, and first responder agencies for purposes of improving EMS System, resolving conflicts, critiquing incidents, and for internal auditing patient care.

SECTION 9 TRAINING/PERSONNEL

(a) A basic life support ambulance attendant and driver utilized by a City shall be at least eighteen (18) years of age and shall be trained and competent in the proper use of all ambulance equipment and shall demonstrate compliance with all applicable State and County laws and regulations. The ambulance attendant shall hold as a minimum qualification a current certification as a California State EMT-1A. The ambulance driver will have in his/her possession a valid California Driver's License and a valid Ambulance Driver's Certificate. The ambulance driver must also hold a current California State EMT-1A Certificate

(b) An advanced life support ambulance attendant and driver utilized by a City shall be at least eighteen (18) years of age; shall be trained and competent in the proper use of all ambulance equipment, and shall demonstrate compliance with all applicable State and County laws and regulations. The attendant shall hold as a minimum qualification a current Monterey County approved certification as an EMT-P. The driver shall hold as a minimum a current certification as a California State EMT-1A and will have in his/her possession a valid California Driver's License and a valid Ambulance Driver's Certificate.

(c) City shall participate with hospitals and the EMS Agency in periodic reviews of emergency run cases and ensure that ambulance personnel in contractual service do likewise in accordance with the policies and procedures of the EMS Agency and Base Hospital.

SECTION 10: COMMUNICATION

(a) The City shall provide 24 hour a day telephone answering and liaison and notify County Communications when unable to respond

(b) The City shall notify County Communications of all emergency responses requested from other sources

(c) The City shall list the emergency number 911 for emergency ambulance service in the telephone directory.

(d) All vehicles used in the performance of this Agreement shall be equipped with radios on the county emergency medical radio network and such radios shall be of a type approved by County's Director of Communications. Said approval shall not be unreasonably withheld. City agrees to operate radio equipment in conformance with rules prescribed by the Federal Communications Commission and in accordance with procedures prescribed by County's Director of Communications. At City's option such radios and equipment may be serviced and maintained by County's Communication Department. City agrees to pay County a fee equal to the cost to County of such service and maintenance. The fee shall be determined by County's Director of Communications.

(e) The City shall operate communications equipment and use radio procedures in accordance with instructions from the EMS Agency.

SECTION 11: DISASTER PLAN:

City will complete an emergency operation plan spelling out their role in emergencies and disaster. This plan will satisfy and be coordinated through the EMS Agency. City will provide assistance and participation of ambulance resources to a minimum of two (2) disaster drills approved by the EMS Agency per year. The date and time of said assistance and participation of the ambulance resources will be mutually agreed upon by the City and EMS Agency.

SECTION 12: ACCESS TO RECORDS AND REPORTING REQUIREMENTS

The City shall comply with the following recordkeeping and reporting requirements throughout the term of this agreement.

(a) Coverage plans. The City shall routinely report in advance City's system status management (SSM) plan, including post locations, post priorities, and around-the-clock coverage levels. This information is confidential to the EMS Agency.

(b) Use of Dispatch Data. The EMS Agency shall use dispatch data supplied by the County for the following purposes:

- 1) To monitor City's compliance with response time and mutual aid requirements of this Agreement.
- 2) To develop statistical information for distribution to prospective bidders in the bid competition being contemplated by the EMS Agency.

(c) Patient Report Forms. City shall complete an approved form for every patient served by City's personnel, and furnish a copy of that form to the EMS Agency for statistical analysis and medical audit purposes.

(d) Financial Records. The EMS Agency shall have the right to inspect City's financial records under this Agreement as follows: upon reasonable notice and during normal business hours the Contract Officer shall have access to City's billing and accounts receivable records for purposes of determining City's compliance with approved charge schedules.

(e) Observation of Operations. EMS Agency representatives may, at any time and without notification, directly observe City's maintenance facilities and ambulance post locations, and may ride as "third person" to observe the operation of any of City's ambulance units at any time.

Provided, however, that in exercising this right to inspect and observe City's operations, the EMS Agency's representatives shall conduct themselves in a professional and courteous manner, shall not interfere with City's employees in the performance of their duties, and shall at all times be respectful of City's employer/employee relationship.

City shall have the right to refuse to allow any representative of EMS Agency to ride as "third person" on City's ambulance units if that representative does not sign the "Personal Waiver Form".

(f) EMS Investigative Reports. The County shall furnish City with EMS Investigative Report Forms. The City shall encourage employees to use these forms. City shall ensure proper compliance of completion and forwarding to EMS Agency in accordance with local policy.

SECTION 13. APPROVAL OF THE FEE STRUCTURE

(a) The City's rate schedules shall not exceed the currently approved charge schedule of Monterey County for ambulance services. In addition, if overcharging occurs the payer will be immediately reimbursed for any excess taking.

(b) County shall pay to City the sum of \$12,367 per month commencing on the 1st day of January, 1990, until the termination of the Agreement. The sums herein agreed to be paid shall include payment for the furnishing

of ambulance service to patients who are transported within the County of Monterey.

SECTION 14 SPECIAL PROHIBITIONS

During the term of this Agreement, and in regard to every 911 call as defined herein, City shall not engage in the following practices. telephone call screening, refusal to transport a 911 patient to the nearest medically appropriate facility as defined by transport protocols, and on-scene, enroute, or at-hospital collection of bills owed by 911 patients. However, City may employ priority dispatching practices in accordance with approved telephone and dispatch protocols, and at City's option, may engage in on-scene collections relative to any patient transfer or originating or terminating outside Monterey County, as well as in regard to calls other than 911 calls.

SECTION 15 INSURANCE INDEMNIFICATION

City agrees to defend, indemnify and save harmless the County, its officers, agents and employees, from and against any and all claims and losses accruing or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with the City's performance of this Agreement. In the event that City assigns any rights of performance under this Agreement, it is agreed that the City, or assignee, shall maintain in force at all times during the performance of this Agreement a policy or policies of insurance covering all of its operations, including but not limited to, the following coverage, and the minimum limits of liability as stated herein

(a) Comprehensive General Liability, including Personal Injury and Products/Completed Operations.

- 1) Bodily Injury \$1,000,000 per occurrence and \$1,000,000 Aggregate and \$100,000 Property Damage
- 2) \$1,000,000 Combined Single Limit

(b) Comprehensive Auto Liability, including Non-Owned and Hired Car.

- 1) Bodily Injury \$1,000,000 per Person and \$1,000,000 per Occurrence and \$100,000 Property Damage
- 2) \$1,000,000 Combined Single Limit

(c) Ambulance Attendant Errors and Omissions (Malpractice)

- 1) \$1,000,000 Combined Single Limit

(d) Workers Compensation. Statutory Benefits

Comprehensive General, Auto Liability and Ambulance Attendant Errors and Omission policies shall provide an endorsement naming the County of Monterey, it's officers, agents, and employees, as Additional Insureds, and shall further provide 30 days written notice to County of Monterey in advance of cancellation or non-renewal of said policies

Policies shall also be endorsed to provide that such insurance is primary insurance and that no insurance of the additional insureds shall be called on to contribute to any loss incurred in connection with City's performance of this Agreement

The above described coverages shall be maintained throughout the time of this Agreement and City shall file with the Clerk of the Board of Supervisors, and the EMS Agency from time to time a Certificate of Insurance evidencing that the insurance coverages required herein has been obtained and is currently in effect

SECTION 16 LICENSES AND COMPLIANCE WITH LAWS

(a) City shall, at its own cost and expense, obtain all necessary State and local licenses and permits to conduct the business of furnishing ambulance service

(b) All services furnished by the City under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, rules and regulations. It shall be the City's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement, and to maintain compliance with those applicable standards at all times.

SECTION 17 ASSIGNMENT WITH CONSENT

(a) This Agreement shall not be assigned by City, either whole or in part, nor shall City voluntarily assign any monies due or to become due to him under this contract without the written consent of the County first had and obtained. The County shall not unreasonably withhold request for assignment of contract

(b) Notwithstanding the foregoing, or any other provision within this Agreement, the signators hereto acknowledge and further specifically agree that the City has been and is legally authorized to provide ambulance service within its response area.

SECTION 18 INDEPENDENT CONTRACTOR

City, and the agents and employees of City, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the County.

SECTION 19. NON-DISCRIMINATION

City agrees as follows:

(a) During the performance of this Agreement, agrees to comply with all applicable provisions of federal, state, and local laws and regulations pertaining to prohibited discrimination.

(b) To not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual preference, sex, or age. City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, sexual

preference, sex or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(c) To, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sexual preference, sex or age.

SECTION 20 CONTRACT OFFICER

The EMS Administrator of Monterey County is hereby appointed "Contract Officer" for purposes of this Agreement

SECTION 21 TERMINATION

(a) If City violates any of the terms of this Agreement, and fails to cure such violation within 30 days after being given written notice to do so, the County may terminate the Agreement.

(b) This Agreement may be terminated by mutual consent of the parties effective 90 days after the date of such mutual consent

(c) This Agreement may be terminated unilaterally by the City if, after operations commence pursuant to this Agreement, the City determines in its sole discretion that continued participation under this Contract is not in the best interest of the City, its officers, employees or the emergency ambulance patients whose welfare is the goal of this Agreement.

(d) This Agreement is subject to force majeure and force majeure and is contingent upon acts of God, restrictions imposed by the State and Federal authorities, or other impediments beyond the control of the parties. If performance of the agreement is prevented by any such cause of force majeure or force majeure then this agreement shall be cancelled by either party without penalty to either party.

SECTION 22 TRANSITION PLANNING

City is aware that the EMS Agency is contemplating a competitive procurement process for the award of EMS countywide contract in the future. The City is interested in participating in said competitive process at such time as it determines the countywide system envisioned herein is on the best interest of the residents of the primary coverage area. In anticipation of that procurement and a possible transition of contractors, the following transition planning provisions shall apply

(a) City may prohibit its employees from assisting competing bidders in preparing their bid proposals by revealing City's trade secrets or other information about City's business practices or field operations.

- (b) Should City fail to win the EMS Agency's contemplated bid for selection of an ambulance services contractor, the EMS Agency shall depend upon the City to continue provision of all services required under this contract until the winning bidder takes over. Under these circumstances, the parties recognize that City would, for a period of several months, be operating as a "lame duck" operator. During such period of time, City shall continue all operations at the same level of effort and level of performance as were in effect prior to the award of the bid to another firm, and City shall specifically be prohibited from making any changes in City's methods of operation which could reasonably be considered to be aimed at cutting City's operating costs to maximize profits during the final stages of this Contract. Any deterioration in quality of level of service during such "lame duck" period, or unusual reduction in the labor force, management staff, quality or in-service training efforts, or any other reduction in effort during the "lame duck" period, as compared with previous months of operation, may be viewed as an attempt by the City to engage in excessive and dangerous profit taking during the "lame duck" period, and the Authority may, at its option, terminate this Agreement subject to provisions set forth in Section 6, hereof

However, the EMS Agency recognizes that, if a competing bidder is awarded a contract in the next contracting cycle, City may reasonably begin to prepare for transition of service to the new contractor during the "lame duck" period, and the EMS Agency shall not unreasonably withhold its approval of City's reasonable requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc , so long as such transition activities do not impair City's performance during the "lame duck" period

- (c) The EMS Agency shall assure that the winner of the anticipated bid competition make a reasonable effort to hire currently certified personnel. In this regard, the winner of that contract shall be required, as a condition of that contract, to offer reasonable employment opportunity to City's employees who are qualified hereunder. The actual salary levels, benefits, and working conditions offered by that contractor shall be considered as part of the competitive process and in the final award. This offer of employment shall be for not less than six months after the new contract goes into effect, and during that time eligible employees shall not be terminated except for cause.

SECTION 23: NOTICES

Notices to the parties in connection with the provisions of this agreement shall be given in person or by regular mail addressed as follows

County of Monterey
 Robert J. Melton, M.D , M.P.H.
 EMS Medical Director
 1270 Natividad Road
 Salinas, CA 93906

City
Jorge Rifa, City Manager
City of Soledad
P.O. Box 156
Soledad, CA 93960

SECTION 24. CAPACITY

The County is empowered to enter into this Agreement pursuant to California Government Code Section 23004 The City is empowered to enter into this Agreement pursuant to California Government Code Sections 37103 and 37112, and California Constitution Article XI, Section 7

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

COUNTY OF MONTEREY

CITY OF SOLEDAD

By _____
Chair of the Board of Supervisors

By *Richard City*
Mayor of the City of Soledad

APPROVE TO LEGAL FORM

APPROVED TO LEGAL FORM

By *Walter H. [unclear]*
County Counsel *D. J. T.*
12-4-1989

By *John W. [unclear]*
City Counsel

EMS/173d