

RESOLUTION NO. 1959

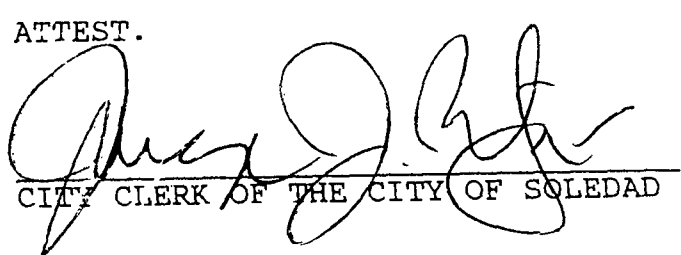
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PENINSULA PARAMEDIC SERVICES, INC., FOR
THE FURNISHING OF ADVANCED LIFE
SUPPORT SERVICES EXCLUSIVELY
IN THE SOLEDAD AREA

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 Peninsula Paramedic Services, Inc., an
agreement for the provision of Advanced Life Support 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 24th day of
January, 1990, by the following vote:

- AYES, and in favor thereof Councilmembers: John Holguin,
Fred Ledesma, Mayor Pro Tem Joe Ledesma
- NOES, Councilmembers: Councilmember Manuel Campos,
Mayor Richard Ortiz
- ABSENT, Councilmembers None


MAYOR OF THE CITY OF SOLEDAD

ATTEST.

CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT NO. _____

Between The City of Soledad And Peninsula Paramedic
Services, Inc., For the Furnishing of Emergency Ambulance
Service Exclusively In the Soledad Area

This Agreement made and entered into as of the 24th day
of January, 1990, by and between THE CITY OF SOLEDAD, hereinafter
"City," and PENINSULA PARAMEDIC SERVICES, INC., hereinafter
"PenMed",

WITNESSETH:

FOR AND IN CONSIDERATION OF THE SUMS HEREINAFTER
REFERRED TO, TO BE PAID BY CITY DIRECTLY TO PENMED, IT IS
MUTUALLY AGREED:

SECTION 1: TERMS OF AGREEMENT

1. This Contract shall be for the period commencing
on the day and year first referenced hereinabove, and ending on
the 1st day of January 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

Exhibit "A"

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, at 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) "Contract Officer" means the City Manager of the City who may assign this responsibility to the EMS Administrator of the County of Monterey ("County").

(e) "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.

(f) "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, ordering an interfacility transfer.

(g) "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.

(h) "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.

(i) "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.

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

(k) "Public Safety Providers" means a duly authorized fire, police or safety services provider authorized by any governmental agency, including any designated "first responder" agency or entity.

(l) "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

PenMed is hereby assigned and does hereby accept responsibility for responding to all requests in the following operating zone, or "primary coverage area" in the 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: SECONDARY COVERAGE AREA

For purposes of this Agreement the term "secondary coverage area" shall be that geographic area described as the

"primary coverage area" in Section 3 of County Agreement No. 5265 between PenMed and the County of Monterey.

SECTION 5: MUTUAL AID

PenMed shall provide emergency ambulance support service to coverage areas in the County of Monterey other than the Primary Coverage Area when so requested under applicable mutual aid response agreements.

SECTION 6: EMERGENCY PERFORMANCE STANDARDS

(a) PenMed shall provide clinical performance consistent with approved medical standards and protocol as established by the State of California regulations and Monterey County EMS 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.

(b) PenMed shall station emergency crew and ambulances in such a manner as to permit arrival at the scene of an emergency in the incorporated area of the City of Soledad, excluding that area described in Chapter 1173, Statutes of 1989

within eight (8) minutes of notification by County 911 dispatch to the Subcontractor, in 90% of total calls; within twelve (12) minutes from PenMed notification by County 911 dispatch to the Subcontractor within the incorporated area of Gonzales, in 90% of total calls; and within eighteen (18) minutes of notification by County 911 dispatch to PenMed to all other areas of the primary coverage area, for 85% of all such total calls. The foregoing maximum response times are to be measured by any thirty (30) day period.

(c) PenMed agrees to provide one ALS unit staffed with one paramedic and one EMT, and one BLS unit in the King City area staffed with two EMTs. A second ALS unit will be staffed within the boundaries of the City of Soledad. Whenever the Soledad ALS unit is engaged in a response, the King City ALS unit will be designated as the next available unit for emergencies in the primary coverage area, and will be assigned to be located within the incorporated boundary of the City of Greenfield, California. When the King City ALS and Soledad ALS are simultaneously units engaged in emergency responses, the King City BLS unit will be activated and stationed in Greenfield to respond to emergencies in both the primary and secondary coverage areas. Except as otherwise provided in this Agreement, the Soledad ALS unit is exclusively dedicated to the primary coverage area, and will only be directed to respond to emergency calls in the secondary coverage area when:

- (1) A multiple response incident has occurred requiring advanced life support level of care to which the King City ALS unit has responded and additional ALS units are is required; or
- (2) An incident has occurred requiring an advanced life support level of care while the King City ALS unit is already engaged in response to another incident and the response time required by the Soledad ALS unit to arrive at the situs of the emergency call would be less than that of the King City ALS unit if it were available to respond.

In no event shall the Soledad ALS unit be required to respond to an emergency call in the secondary coverage area for the administrative or business convenience of PenMed.

(d) The emergency ambulance(s) shall not respond to any non-emergency request, e.g., hospital transfer, when doing so requires the use of the last or only ambulance unit available to serve the specified response area.

(e) 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 EMT-IA certification.

(f) Exception: In performing calculations to evaluate Contractor's performance in regard to these standards, every 911 call originating from within Contractor'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 downgraded call is less than the performance standards of Section 5(b).
- (2) Runs shall be excluded which occur during periods of severe weather which could reasonably be expected to substantially impair Contractor'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 two (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 PenMed 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 PenMed's response time performance.

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

SECTION 7: RESOLUTION OF DISPUTES

(a) Response Time

PenMed's application for exception to the response time standards required hereunder shall be submitted to the EMS Agency and City for approval. PenMed may appeal the decision of either the City or EMS Agency to the Prehospital Care Board.

(b) Patient Care

Actual patient care is to be evaluated consistent with established standards of the County EMS Agency.

(c) Termination

Upon a finding by the Contract Officer that PenMed 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 because the findings of the specific deficiency shall be presented to PenMed in writing, who will be allowed a reasonable opportunity to correct such deficiency. If the deficiency remains, the findings shall be presented to the appropriate County Prehospital Care Board. If the Prehospital Care Board finds PenMed's performance is deficient, recommendation for termination of this Agreement will be made to the City. Any appeal proceedings will be heard by the City Council of the City of Soledad, whose decision will be final.

SECTION 8: MEDICAL CONTROL

PenMed's Medical Control will be provided by the Salinas Area Base Station Hospital Network (SABSHN) and County EMS Agency policies and procedures:

SECTION 9: TRAINING AND COORDINATION WITH PUBLIC SAFETYPROVIDERS(a) Training

PenMed shall furnish in-service training and offer an opportunity for participation in such programs to the public safety providers operating within the primary service area. This will include ALS/BLS interface, equipment familiarization and station visits.

(b) Meetings

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

SECTION 10: TRAINING/PERSONNEL

PenMed shall comply with all County EMS Agency policy and procedures for employment of qualified emergent care personnel and for the maintenance and operation of all emergency equipment.

SECTION 11: COMMUNICATION

(a) PenMed shall provide 24-hour a day telephone answering and liaison and notify County Communications when unable to respond. PenMed shall advise City of its inability to so respond by notification to the Watch Commander or On-duty Supervisor of the Soledad City Police Department.

(b) PenMed shall notify the Contract Officer of all emergency responses requested from other sources.

(c) PenMed 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. PenMed 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 PenMed's option such radios and equipment may be serviced and maintained by County's Communication Department. PenMed 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) Operate communications equipment and use radio procedures in accordance with instructions from the EMS Agency.

SECTION 12: DISASTER PLAN

PenMed will complete within thirty (30) days of the effective date of this agreement an emergency option plan spelling out its role in emergencies and disaster within the primary coverage area. This plan will satisfy and be coordinated through the City. PenMed will provide assistance and participation of ambulance resources for a maximum of two (2) disaster drills per year as requested by the City. The date and time of said assistance and participation of the ambulance resources will be mutually agreed upon by PenMed and City.

SECTION 13: ACCESS TO RECORDS AND REPORTING REQUIREMENTS

PenMed shall comply with the following recordkeeping and reporting requirements throughout the term of this Agreement:

(a) Coverage Plans. PenMed shall routinely report in advance PenMed's system status management (SSM) plan, including post locations, post priorities, and around-the-clock coverage levels. This information is confidential to the Contract Officer.

(b) Information To Be Supplied. PenMed shall submit to City a monthly report detailing the number of runs made in the primary coverage area, the response time for such runs and a brief description of the nature of the response, excluding privileged medical information, which is deemed necessary by the City to monitor performance.

(c) Use of Dispatch Data. The City shall use dispatch data supplied by PenMed for the following purposes:

(1) To monitor PenMed's compliance with response time and mutual aid requirements of this Agreement.

(2) To develop statistical information to consider the City's participation in the bid competition contemplated by the EMS Agency for distribution to prospective bidders in the bid competition being contemplated by the EMS Agency.

(d) Financial Records. The City shall have the right to inspect PenMed's financial records under this Agreement as follows: upon reasonable notice and during normal business hours

the Contract Officer shall have access to PenMed's billing and accounts receivable records for purposes of determining PenMed's compliance with this Agreement.

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

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

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

SECTION 14: REVIEW OF FEE STRUCTURE; PAYMENT FOR SERVICES.

(a) PenMed's rate schedules shall not exceed the currently approved charge schedule of Monterey County for ambulance services.

(b) Upon achieving operational status for the ALS unit assigned to the primary coverage area, PenMed shall invoice City monthly for services provided in an amount not to exceed \$12,367.00. City shall pay PenMed within thirty (30) days receipt of any invoice for service to the extent that it has received funds for such payment from the County of Monterey.

(c) PenMed agrees not to charge for any service call which, for any reason, does not result in transport.

(d) Notwithstanding compensation due PenMed from the City, PenMed shall retain the right to bill all eligible recipients for ambulance services. Account receivables for ambulance services rendered by PenMed shall be, and remain, the sole property of PenMed.

SECTION 15: SPECIAL PROHIBITIONS AND OBLIGATIONS

(a) During the term of this Agreement, and in regard to every 911 call as defined herein, PenMed shall not engage in

the following practices: telephone call screening or 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. Subcontractor shall not refuse to provide transportation to patients or victims when so requested by a public agency within the primary coverage area.

(b) Notwithstanding the foregoing, PenMed may employ priority dispatching practices in accordance with approved telephone and dispatch protocols, and at PenMed'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.

(c) The City agrees to loan to PenMed that certain 1984 Ford van ambulance, Vehicle No. IFPJS34L8EHB98386, under such terms and conditions as may be determined in the exercise of its discretion.

SECTION 16: INSURANCE INDEMNIFICATION

PenMed agrees to defend, indemnify and save harmless the County and the City of Soledad, 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 PenMed's performance of this agreement. Without limiting PenMed's indemnification, it is agreed that the designated PenMed 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 both the County of Monterey and the City of Soledad, as well as their respective officers, agents, and employees, as Additional Insureds, and shall further provide thirty (30) days written notice to both Soledad and the 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 PenMed's/Provider's performance of this agreement.

The above-described coverages shall be maintained throughout the time of this agreement and PenMed/Provider shall file with the City Clerk, a Certificate of Insurance evidencing

that the insurance coverage required herein has been obtained and is currently in effect.

SECTION 17: LICENSES AND COMPLIANCE WITH LAWS

(a) PenMed 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 PenMed under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, rules and regulations. It shall be PenMed'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 18: INDEPENDENT CONTRACTOR

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

SECTION 19: NON-DISCRIMINATION

PenMed agrees as follows:

(a) PenMed, 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) PenMed will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. PenMed 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, 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. PenMed 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) PenMed will, in all solicitations or advertisement for employees placed by or on behalf of PenMed, state that all

qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex or age.

SECTION 20: TERMINATION

(a) If PenMed violates any of the terms of this Agreement, and fails to cure such violations within thirty (30) days after being given written notice to do so, any of the parties hereto may terminate the Agreement.

(b) This Agreement may be terminated by mutual consent of the parties hereto for any reason, said termination to be effective one hundred eighty (180) 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. Said termination shall be effective thirty (30) days after the date of such notice to the County and PenMed.

(d) This agreement is subject to force majeure and force majeure and is contingent upon acts of God, restrictions imposed by 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 21: TRANSITION PLANNING

PenMed is aware that the EMS Agency is contemplating a competitive procurement process for the award of EMS countywide contracts 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 in 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) PenMed may prohibit its employees for assisting competing bidders in preparing their bid proposals by revealing PenMed's trade secrets or other information about PenMed's business practices or field operations.

(b) Should PenMed fail to win the EMS Agency's contemplated bid for selection of an ambulance services contractor, the Contractor shall depend upon PenMed to continue provision of all services required under this contract until the winning bidder takes over. Under these circumstances, the parties recognize that PenMed would, for a period of several months, be operating as a "lame duck" operator. During such period of time, PenMed 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 PenMed shall specifically be prohibited from making any changes in PenMed's methods of operation which could reasonably be considered to be aimed at cutting PenMed's operating costs to maximize profits during the final stages of this PenMed. 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 PenMed 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, PenMed 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 PenMed'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 PenMed'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 PenMed'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 22: 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:

City

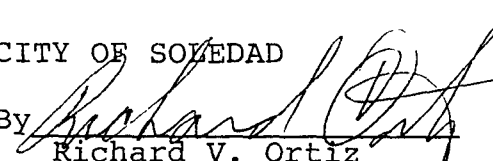
Mr. Jorge J. Rifa, Manager
City of Soledad
Post Office Box 156
Soledad, California 93960

PenMed

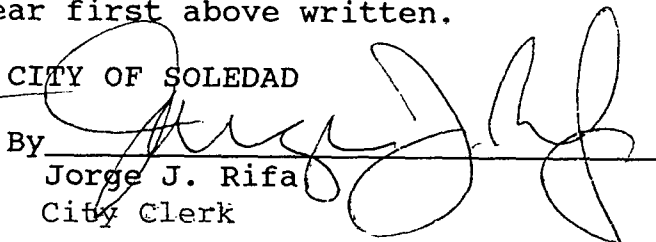
Peninsula Paramedic Services, Inc.
Attention: Brian Sinnott
Post Office Box 1399
Seaside, California 93955

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

CITY OF SOLEDAD

By 
Richard V. Ortiz
Mayor

CITY OF SOLEDAD

By 
Jorge J. Rifa
City Clerk

PENINSULA PARAMEDIC SERVICES, INC.
By *Erin A. Scott*

APPROVED AS TO LEGAL FORM.

ROSS & SCOTT
A Professional Corporation
Special Counsel

By *William D. Ross*
WILLIAM D. ROSS

On behalf of City
City of Soledad

By _____

On behalf of Peninsula
Paramedic Services,
Inc.