

EMERGENCY MEDICAL SERVICES AGREEMENT

BETWEEN

RURAL/METRO OF CALIFORNIA, INC.

AND

COUNTY OF SANTA CLARA

Modified by the 1st Amendment to the Agreement [06/07/11]

Modified by the 2nd Amendment to the Agreement [06/21/11]

Modified by the 3rd Amendment to the Agreement [03/13/12]

Modified by the 4th Amendment to the Agreement [12/10/13]

Approved

DEC 14 2010

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS.....2
1.1	Definitions2
ARTICLE II	TERM; EXTENSIONS2
2.1	Term of Agreement2
2.2	Option to Extend.....2
ARTICLE III	SCOPE OF WORK.....2
3.1	Scope of Work - General2
3.2	Exclusive Operating Area Description and Service Area2
3.3	Franchise Fee3
3.4	County Communications Fees.....3
3.5	First Responder Fees.....3
3.6	Ambulance and Ambulance Service Permit Fees3
3.7	Start-Up Personnel Costs3
3.8	Attorneys' Fees4
3.9	City of Sunnyvale4
3.10	Mutual and Automatic Aid4
3.11	Disaster Assistance and Response4
3.12	Community Outreach and Enhancements.....5
3.13	Patient Satisfaction Program5
3.14	Exclusive Use of Emergency Resources6
ARTICLE IV	RESPONSE TIMES & PENALTIES6
4.1	Response Time Performance6
4.2	Upgrades, Downgrades, Cancellations and Reassignments.....8
4.3	Exemptions10
4.4	Liquidated Damages for Non-Performance11
4.5	Liquidated Damages for In County Use of Non-Rural Metro EOA Ambulances12
4.6	Liquidated Damages for Failure to Produce Patient Care Records13
4.7	Hard to Serve Area Waypoints13
4.8	San Antonio Valley Response13
4.9	Reasonable and Prudent Planning.....13
4.10	Minimum Deployment13
4.11	Stand-By and Special Events Coverage.....14

ARTICLE V	FLEET AND EQUIPMENT	14
5.1	Ambulances	14
5.2	Supervisor Vehicles	16
5.3	Equipment	16
5.4	Fleet Safety	16
5.5	Special Services Equipment.....	16
5.6	Ambulance Strike Teams/Medical Task Force	16
5.7	Administrative Facilities, Stations & Employee Facilities.....	17
5.8	Supplies.....	18
5.9	Environmental Responsibility.....	18
5.10	Security Interest/Three Way Lease Agreement	18
5.11	Space Occupancy Agreements	19
5.12	Security Interest in Equipment and Supplies.....	19
ARTICLE VI	CLINICAL QUALITY AND MEDICAL OVERSIGHT	19
6.1	Clinical Quality Program.....	19
6.2	Medical Oversight	20
6.3	Rural/Metro Medical Advisor.....	20
6.4	Advanced Clinical Care	20
6.5	Medical Protocols	20
6.6	Direct Interaction with Medical Control	20
6.7	Medical Review/Audits	20
6.8	Quality Improvement	21
6.9	Committee Participation	21
6.10	Field Treatment Guide Production	21
6.11	Clinical Quality Assurance and Improvement	21
6.12	Clinical Education and Training	21
6.13	County EMS Conference.....	22
ARTICLE VII	TECHNOLOGY, DATA AND REPORTING REQUIREMENTS.....	22
7.1	Data Reporting	22
7.2	Information Officer.....	22
7.3	Computer Aided Dispatch	22
7.4	Quality Improvement Data Reporting.....	22
7.5	Financial Statement Reporting.....	23
7.6	Service Complaints.....	23
7.7	Performance Data and Reporting	23
7.8	Dynamic Data Presentation	23
7.9	Secured Compliance Website.....	23
7.10	Public Data and Reporting	24
7.11	Patient Care Records.....	24

ARTICLE VIII	INTEGRATION OF FIRST RESPONDERS	24
8.1	Integration	24
8.2	Subcontractors.....	25
8.3	Billing Supply, Inventory, and Restock	25
8.4	Return to Station.....	25
8.5	Paramedic & EMT Training Program Support	25
ARTICLE IX	EMPLOYEES & WORKFORCE	25
9.1	Personnel	25
9.2	Minimum Employment Requirements.....	25
9.3	Incumbent Personnel Solicitation	26
9.4	County Credentialing Required.....	26
9.5	Initial Deployment Plan.....	26
9.6	Salary and Benefits	26
9.7	Recruitment and Retention.....	26
9.8	Personnel Preference by County.....	26
9.9	Field Management and Supervision	26
9.10	Operational Area Ambulance Coordinator Support.....	27
9.11	Employee Uniforms.....	27
9.12	Health and Wellness	27
9.13	Workforce Diversity	27
ARTICLE X	FINANCIAL MANAGEMENT, AMBULANCE BILLING AND FEES	28
10.1	Financial Management	28
10.2	Billing System	28
10.3	User Fees.....	28
10.4	Fee Increases.....	28
10.5	Informed Consent for Ambulance Transportation.....	28
10.6	Non-Ambulance Transport Requirements.....	29
10.7	Collections.....	29
10.8	Billing Waivers for Impoverished, Conserved & Vulnerable	29
10.9	Billing Audits.....	29
10.10	Patients' Bill of Rights.....	29
10.11	Lockbox	29
ARTICLE XI	INSURANCE	30
11.1	Insurance	30
11.2	Types of Insurance.....	30
11.3	Primary Insurance.....	30
11.4	Evidence of Coverage	30
11.5	Additional Insured.....	31
11.6	Insurance Company Rating	31

11.7	Notice of Cancellation.....	31
11.8	Waiver	31
11.9	Supplemental Insurance	31
11.10	Additional Insurance	31
11.11	Reservation of Rights.....	31
11.12	Cost of Insurance	31
11.13	No Cap on Rural/Metro Liability.....	31
11.14	Self Insurance	32
11.15	Subcontractor Insurance	32
ARTICLE XII	PERFORMANCE SECURITY; INDEMNIFICATION.....	32
12.1	Performance Bond	32
12.2	Indemnification	32
ARTICLE XIII	CONTRACT ADMINISTRATION.....	33
13.1	Contract Administration	33
13.2	Compliance with County Standards.....	33
ARTICLE XIV	BREACH, TERMINATION AND TAKEOVER.....	33
14.1	Material Breach Events	33
14.2	Declaration of Material Breach and Cure Period	35
14.3	Remedies.....	36
14.4	Lame Duck Provision	36
ARTICLE XV	MISCELLANEOUS PROVISIONS	36
15.1	Incorporation of Bid Exhibits	36
15.2	Amendments	37
15.3	Notices	37
15.4	Assignment	37
15.5	Product Endorsement/Advertising	37
15.6	Governing Law and Venue.....	37
15.7	Entire Understanding	37
15.8	Attorney's Fees	38
15.9	Policies and Procedures	38
15.10	Fair Market Value	38
15.11	Policy Acknowledgement	38
15.12	Covenant of Further Assurances.....	38
12.13	Waiver	38
15.14	Performance Guarantee.....	39

EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN
RURAL/METRO OF CALIFORNIA, INC.
AND
COUNTY OF SANTA CLARA

This Emergency Medical Services Agreement (the "Agreement") is made by and between Rural/Metro of California, Inc., a Delaware corporation ("Rural/Metro"), and County of Santa Clara (the "County") (collectively, the "Parties"), with respect to the provision of Advanced Life Support Emergency Ambulance Service in the Santa Clara County Exclusive Operating Area.

RECITALS

- A. WHEREAS, state law (Cal. Health & Safety Code § 1797.224) permits the County of Santa Clara (County) to provide Emergency Medical Services ("EMS") through the designation of one or more Exclusive Operating Areas ("EOAs"); and
- B. WHEREAS, the County issued Request for Proposals (PHD 10-06) for Advanced Life Support First Response and Paramedic Ambulance Transportation for the County's EOAs, excluding the City of Palo Alto and "Stanford Lands" parcels (the "Request for Proposal" or "RFP"); and
- C. WHEREAS, after a competitive process conducted through the Request for Proposals, the County entered into an Agreement of Material Business Terms under which Rural/Metro would provide Emergency Medical Services for the County's EOAs; and
- D. WHEREAS, Rural/Metro and the County desire to execute an EMS agreement consistent with the terms and conditions of the RFP, Rural/Metro's Response thereto (the "Proposal"), and the Parties' Agreement of Material Business Terms; and
- E. WHEREAS, the Parties agree that this Agreement will commence on July 1, 2011.

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties set forth in this Agreement, Rural/Metro and the County agree as follows:

//
//
//
//
//
//
//
//
//
//

ARTICLE I

DEFINITIONS

1.1 Definitions. For purposes of clarity and consistency, the definitions set forth in Exhibit "A" hereto shall apply to this Agreement unless the context clearly requires a different meaning.

The definitions included in California Code of Regulations, Title 22, Division 9, Chapters 1-9; California Code of Regulations, Title 13, Chapter 5, Article 1 and Division 2.5, Chapters 2-11 of the California Health and Safety Code, shall apply to this Agreement unless the Agreement indicates otherwise.

ARTICLE II

TERM; EXTENSIONS

2.1 Term of Agreement. This Agreement shall be effective as of 12:00 a.m. July 1, 2011, and shall be in force and effect for a period of five (5) years thereafter, until 11:59 p.m. June 30, 2016.

2.2 Option to Extend. The County shall have the right to extend the term of this Agreement for two (2) additional three (3) year periods. The County may exercise its right to extend the term of this Agreement by providing Rural/Metro no less than sixty (60) days prior written notice thereof. Upon extension of this Agreement, Rural/Metro shall provide the Services set forth in this Agreement in accordance with the terms in effect immediately prior to the extended term.

ARTICLE III

SCOPE OF WORK

3.1 Scope of Work - General. Rural/Metro shall provide Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services to the County for the County's EOA (the "Services"). Rural/Metro shall use the County Communications Center and will work cooperatively with the County and with the municipal public safety partners to provide outstanding emergency and prehospital medical services to County residents. Rural/Metro shall comply with the EMS System Enhancements set forth on Exhibit "O". All emergency Ambulance Services will be provided at the advanced life support ("ALS") level. Rural/Metro shall perform all Services under the terms and conditions set forth in this Agreement as supplemented by Exhibits A through O. The terms of all exhibits are intended to supplement the terms of this Agreement. In the event of any conflict between the terms of this Agreement and an exhibit, the terms of this Agreement shall govern and prevail.

3.2 Exclusive Operating Area Description and Service Area. The County's EOA includes Mountain View, Santa Clara, Cupertino, Milpitas, Sunnyvale, Los Altos,

Los Altos Hills, Campbell, Los Gatos, Monte Sereno, Saratoga, San Jose Morgan Hill, Gilroy, and all areas outside organized cities (including Moffett Field/NASA/AMES and incorporated county not covered by legally organized city or fire district). The County's EOA does not include the City of Palo Alto or Stanford Lands parcel. The City of Palo Alto maintains the lawful right to continue to provide advanced life support services in accordance with the California Health and Safety Code, Section 1797.201. Should it be required by the County, Rural/Metro shall provide seamless ambulance mutual and automatic aid services as approved by the County and the City of Palo Alto.

3.3 Franchise Fee. Rural/Metro shall pay to the County an annual franchise fee equal to \$1,500,000. Payment shall be made in quarterly payments in arrears equal to one-fourth (1/4) of the annual Franchise Fee. The annual franchise fee shall be made payable to the order of Santa Clara EMS Agency and shall be addressed to the Contract Manager. This fee shall be subject to increase annually by 3/5ths of the authorized rate of the ambulance fee increase.

3.4 County Communications Fee. Rural/Metro shall pay the County an annual communications fee equal to \$1,500,000. Payment shall be made in quarterly payments in arrears equal to one-fourth (1/4) of the annual County Communications Fee. The annual county communications fee shall be made payable to the order of Santa Clara EMS Agency and shall be addressed to the Contract Manager. This fee shall be subject to increase annually by 3/5ths of the authorized rate of the ambulance fee increase. Rural/Metro shall use County Communications in accordance with the terms of Exhibit "B".

3.5 First Responder Fees. Rural/Metro shall pay \$5,000,000 on an annual basis in first responder fees. Such amount shall be subject to increase by 3/5ths of the authorized ambulance fee increase.

3.5.1 Payment may only be issued if the respective fire department holds a valid agreement with the County and is in good standing with the Santa Clara County Emergency Medical Services Agency. The EMS Agency shall verify compliance with established standards and agreements prior to payment of fees.

3.5.2 Payment shall be made in quarterly payments in arrears equal to one-fourth (1/4) of the annual first responder fee, to each department (in accordance with the calculations provided by the County to Rural/Metro); provided, however, that if the full one-fourth (1/4) of the annual first responder fee is not payable in a particular quarter to the departments, the balance of the one-fourth (1/4) fee shall be deposited in the EMS Trust Fund (defined below). Rural/Metro shall pay each department within fifteen (15) days of receipt of invoice.

3.6 Ambulance and Ambulance Service Permit Fees. Rural/Metro shall pay all Ambulance Service and permit fees required by the Santa Clara County Ordinance Code.

3.7 Start-Up Personnel Costs. Rural/Metro shall pay to the County an amount not to exceed \$108,000 on a one-time basis for 3 FTE to administer the

Agreement from April 2011 to July 1, 2011. Rural/Metro shall pay the County no later than May 2011.

3.8 Attorneys' Fees. Rural/Metro shall pay the County an amount not to exceed \$50,000 on a one-time basis for the cost of preparing all legal documents related to the RFP and this Agreement on or before January 2, 2011.

3.9 City of Sunnyvale. Rural/Metro shall fund the paramedic training, in an amount not to exceed \$150,000, for 15 individuals for the City of Sunnyvale. The City of Sunnyvale will have one year from the commencement of this Agreement to either accept or decline the paramedic training offer. If the City of Sunnyvale declines the training, Rural/Metro will deposit \$150,000 in the EMS Trust Fund on or before July 15, 2012.

3.10 Mutual and Automatic Aid. The County is a signatory to the California Master Mutual Aid Agreement and operates under SEMS (as defined in Section 3.12.2). Rural/Metro shall provide services in accordance with existing and future automatic aid agreements between San Mateo, Santa Cruz, Alameda, Stanislaus, Merced, San Benito, and Santa Clara County. Rural/Metro shall respond to all mutual aid requests as authorized by the County.

3.10.1 Cooperative Ambulance Assistance Agreements. In the sole and absolute direction of the County, Rural/Metro may enter into Cooperative Ambulance Assistance Agreements ("CAA") with proposers outside of the County's Operational Area. These CAAs shall address contractual performance standards and shall not infringe on Operational Area Mutual Aid processes and agreements. In the event the County determines, in its sole and absolute discretion, that Rural/Metro must temporarily suspend its responses to CAA requests, Rural/Metro shall do so after receipt of notice from the County.

3.10.2 Intra-County Cooperative Ambulance Assistance Agreements. Subject to the requirements of Section 8.2, Rural/Metro may enter a written agreement with each interested Santa Clara County permitted public and private ambulance service in good standing (as determined by the County) in the event that Rural/Metro requires additional resources to meet the provisions of this Agreement.

3.10.3 Cooperation with other County EOA Providers. Rural/Metro shall implement a procedure for providing cooperative assistance to other EOA's within the County within ninety (90) days of the commencement of the Agreement. The County may modify any procedures at any time and shall have the right to approve or disapprove cooperative assistance agreements in the County's sole and absolute discretion.

3.11 Disaster Assistance and Response. Rural/Metro shall be actively involved in planning for and responding to disasters in the County. Rural/Metro will use and follow the guidelines found in the County's Multiple Patient Management Plan, a copy of which has been provided to Rural/Metro, as the same may be amended from time to time by the County. In the event a disaster within the County or a neighboring county exists, normal operations may be suspended and Rural/Metro

shall respond in accordance with the County's emergency operations plans. Rural/Metro shall nonetheless maintain sufficient resources to satisfy Rural/Metro's obligations to the County under this Agreement, including, without limitation, meeting all Response Times. In the event of a local proclamation of disaster or emergency, the County in its sole and absolute discretion, may elect not to impose performance requirements and liquidated damages for Response Times.

3.11.1 Medical Health Operations Center. When requested by the County, Rural/Metro shall provide a senior operations manager as a resource to the Medical Health Operations Center or other location as an Agency Representative of Rural/Metro.

3.12 Community Outreach and Enhancements. Rural/Metro shall comply with the provisions in Exhibit "C", Community Enhancements, and the requirements below.

3.12.1 Education Requirements. Rural/Metro will provide at least thirty (30) hours per month of public outreach and education programs. Rural/Metro will support collaborative education and training programs offered by the County and fire departments. This may include the Every Fifteen Minutes program, in-school CPR/AED education, safety fairs, health expositions, etc.

3.12.2 Public Information. Rural/Metro shall refer all media inquiries related to the provision of 9-1-1 medical care services to the County. As a support agency, Rural/Metro shall coordinate all incident-related public information with the County's Public Information Officer, or such other County representative designated by the County. This shall be in accordance with the Standardized Emergency Management System ("SEMS").

3.12.3 Advertising Materials. The County shall review and approve or disapprove, in its sole and absolute discretion, all advertising, brochures, promotional materials (which if approved will require the inclusion of the Santa Clara County EMS System logo and corresponding wording as appropriate). Rural/Metro shall provide information to the public that describes the Services provided to the County. Promotional material must be provided in any bills for Service issued by Rural/Metro.

3.12.4 Website. Rural/Metro shall provide a website for use by the general public and a separate website (or secured section of the public website) for use by Rural/Metro employees. The website shall be focused on the Services provided to the residents of the County. The features, design, format and website content shall conform at all times with the County's requirements, as the same are provided from time to time. Other than downtime for normal maintenance at off peak hours, the website shall be operational 24 hours per day and 365 days per year.

3.13 Patient Satisfaction Program. Rural/Metro shall implement a coordinated Patient Satisfaction Program ("PSP") that focuses on the services provided to patients in the Santa Clara County EMS System. The PSP shall contain

quantitative and qualitative assessment mechanisms, and shall be modified from time to time, to the reasonable satisfaction of the County.

3.14 Exclusive Use of Emergency Resources. Rural/Metro shall maintain sufficient resources to satisfy Rural/Metro's obligations to the County under this Agreement, including, without limitation, meeting all Response Times. Rural/Metro shall provide all Services required under this Agreement through equipment, Ambulances, facilities, personnel and other resources exclusively dedicated to satisfaction of Rural/Metro's obligations under this Agreement. Rural/Metro may in no event utilize equipment, equipment, Ambulances, facilities, personnel and other resources to satisfy Rural/Metro's obligations under this Agreement if they are also utilized by Rural/Metro for Rural/Metro's private business. By way of example only, and not by way of limitation, Rural/Metro may not utilize a mechanic or repair facility for Ambulances utilized to perform the Services and for Rural/Metro's Ambulances utilized to provide non-emergency transport services. Notwithstanding the forgoing, Rural/Metro may utilize Attendants to provide the Services and provide non-emergency transport services if at the time an Attendant is providing the Services such Attendant is wearing the County approved uniform.

Section 3.14 modified by the 4th Amendment to the Agreement [12/10/13]

ARTICLE IV

RESPONSE TIMES & PENALTIES

4.1 Response Time Performance. In this performance-based agreement, Response Time performance is the sole responsibility of Rural/Metro. Exceeding expectations in one portion of Rural/Metro's operation does not excuse poor performance in other areas of operation. Rural/Metro shall operate the ambulance service system so as to achieve compliance in each response zone every month. Rural/Metro shall meet the Response Times to ambulance calls as particularly described in this Agreement. Compliance is achieved when ninety percent (90%) or more of responses in each priority and in each zone meet the specified Response Time requirements. For each call in every category not meeting the specified Response Time requirements, Rural/Metro will submit a written report in a format approved by the County documenting the cause of the late response and Rural/Metro's efforts to eliminate recurrence.

4.1.1 Medical Priority Dispatch System. Response priorities are defined according to a Medical Priority Dispatch System ("MPDS"), as identified in the following table.

//
//
//
//
//
//
//
//

MPDS Resource Type by Call Classification			
MPDS Call Classification	First Response	Transport	Notes
Alpha	ALS or BLS	ALS	<ol style="list-style-type: none"> 1. First Response unit ALS or BLS 2. Ambulance immediate dispatch, first responder determination to cancel as soon as possible. 3. Ambulance ALS
Bravo	ALS or BLS	ALS	<ol style="list-style-type: none"> 1. First Response unit ALS or BLS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Charlie	ALS	ALS	<ol style="list-style-type: none"> 1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Delta	ALS	ALS	<ol style="list-style-type: none"> 1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Echo	ALS	ALS	<ol style="list-style-type: none"> 1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Omega	NA	NA	<ol style="list-style-type: none"> 1. May not have First Response 2. Transport may be a non-ambulance 3. ALS or BLS resources 4. Call "Type" determines resource used

4.1.2 Urbanization Coding/Population Density. Urban, Suburban and Rural areas are defined by the population density in these areas. In March of each year, the County shall revise urbanization/population density coding based on the last full calendar year's population. This coding shall be used for the purpose of system deployment and performance evaluation and will be effective on the following July 1.

Classification	Population
Urban	>101 people per square mile
Suburban	51-100 people per square mile
Rural / Wilderness	<50 people per square mile

4.1.3 Response Time Requirements. The County's EOA is divided into five (5) geographical response zones. Rural/Metro shall be compliant with Response Time requirements in each of the five geographical response zones in

each response priority classification as identified in this Agreement. The Response Time requirements for each zone are described in the tables set forth in Exhibit "D" attached hereto and incorporated herein by reference.

4.1.4 Commencement of Response Time. The Response Time shall commence and be measured beginning with the time the call is dispatched by County Communications.

4.1.5 Response Clock. For all types of requests for Service, the response clock shall be stopped on the later to occur of the following:

- (1) upon Arrival at Incident Location, if the Ambulance crew concurrently reports its arrival on scene to County Communications; and
- (2) upon the Ambulance crew's next contact with County Communications, if the crew fails to concurrently report its Arrival at Incident Location to County Communications.

Arrival on the scene of an authorized first response unit shall not stop the Response Time clock unless the first responder is authorized to do so by the County.

Notwithstanding the foregoing, in situations where the Ambulance has responded to a location other than the scene (e.g., staging areas for hazardous scenes, or non-specific highway locations), arrival "on scene" shall be the time the Ambulance arrives at the designated staging point or other location provided that the Ambulance crew concurrently reports its arrival to County Communications. The Medical Director may require logging of "at patient" time for medical research purposes. "At patient" time intervals, however, shall not be considered part of the response times under this Agreement.

If Rural/Metro installs an automated vehicle location ("AVL") time stamp device compatible with County Communications system, which automatically reports to County Communications when an Ambulance has achieved Arrival at Incident Location, the automatic report to County Communications shall be utilized to determine Arrival at Incident Location in lieu of the manual reporting set forth above. In all cases, the clock by which Response Times shall be calculated shall be that of County Communications.

4.2 Upgrades, Downgrades, Cancellations and Reassignments.

4.2.1 Upgrades. If an assignment is upgraded to red lights and siren response, prior to the arrival on scene of the first ambulance, the response time clock will reset at the time the upgrade is dispatched, and Rural/Metro's compliance with contract standards will be the shorter of (a) the non-RLS response requirement measured from the time the unit was originally dispatched, or (b) the RLS Response Times measured from the time of the upgrade.

4.2.2 Downgrades. Medically trained first responders and law enforcement officers, as authorized by the County, may initiate downgrades. If an assignment is downgraded prior to the arrival on scene of the first Ambulance, Rural/Metro's compliance with contract standards and any liquidated damages will be calculated based on the lower priority response time requirement; however, the Response Time shall be calculated to include the time the Ambulance responded with RLS.

4.2.3 Reassignment Enroute. If an Ambulance is reassigned enroute prior to arrival on scene (e.g. to respond to a higher priority request), Rural/Metro's Response Time for the initial call will be calculated based on the time of the initial call (in accordance with Section 4.1.4) and the Arrival at Incident Location of an Ambulance (in accordance with Section 4.1.5). Rural/Metro's Response Time for the new call will be calculated based on the time of the new call and the Arrival at Incident Location of an Ambulance. Response Time shall not be reset as a consequence of an Ambulance being reassigned en route prior to arrival on scene. By way of example and not by way of limitation an ambulance may be reassigned enroute where:

1. It is the closest ambulance to an "Echo" response and its initial call required "Delta", "Charlie", "Bravo" or "Alpha" response.

2. County Communications determines that a newly available ambulance is closer to the event than the currently assigned ambulance.

3. A Rural/Metro available ambulance crew advises County Communications that they are closer to the event than the currently assigned ambulance.

4. Rural/Metro's field supervisor directs County Communications to reassign the response to another ambulance.

4.2.4 Multiple Ambulance Response. In the event multiple Ambulances are assigned to a call, only the Response Times for the first 2 Ambulances establishing an Arrival at Incident Location shall be calculated for purposes of this Agreement. The Response Times for additional Ambulances shall be disregarded.

4.2.5 Cancelled Enroute Where Elapsed Time is More Than Response Time Requirement. If an Ambulance is cancelled by an authorized agency, after an assignment has been made but prior to the arrival of the first Ambulance, and no Ambulance is required at the dispatched location, the Response Time clock will stop at the moment of cancellation. If the elapsed Response Time at the moment of cancellation exceeds the Response Time requirement for the assigned priority and zone of the call, the Ambulance will be determined to be "late."

4.2.6 Cancellation Enroute Where Elapsed Time is Less Than Response Time Requirement. If an Ambulance is cancelled by an authorized agency, after an assignment has been made but prior to the arrival of the first Ambulance,

and no Ambulance is required at the dispatched location, the Response Time clock will stop at the moment of cancellation. If the elapsed Response Time at the moment of cancellation is less than the Response Time requirement for the assigned priority and zone of the call, the Ambulance's Response Time shall not be included in the aggregate overall fractile Response Time Compliance, but will be reported monthly to the County.

4.3 Exemptions. Rural/Metro shall at all times maintain sufficient resources to meet all of its obligations under this Agreement. Recognizing that certain events, such as inclement weather may result in higher Service calls than for a similar hour of the day during normal weather conditions, Rural/Metro shall schedule additional Ambulances for Service and take such reasonable and necessary steps to respond to higher anticipated Service calls (this may include use of CAA resources for the benefit of the County). However, the Parties understand that, from time to time, unusual factors beyond Rural/Metro's reasonable control may affect Rural/Metro's ability to meet Response Time requirements. In such cases when evaluating Rural/Metro's performance to determine compliance with the Response Time standards, the County shall factor the following exceptions:

4.3.1 Unusual System Overload. Exemptions from liquidated damages may be granted in cases of Unusual System Overload ("USO"), in the County's sole and absolute discretion. This shall include the following:

- (1) Operational System Surge Event.
Criteria: Implementation of Level II or greater Multiple Patient Management Plan Activation.

Notes: (a) The demand for service must have exceeded the historical demand at the 90th fractile by 120% for the day of the week and time of day, for the same day/time and zone in the previous year at the time that the initial unit was dispatched to the call.

(b) Unless exempted by the County, USO shall only be granted for the first 30 minutes of a medical-surge event.

- (2) During Times of Local Proclamation of Disaster or Emergency.
Criteria: The County may, in its sole and absolute discretion, specifically waive Response Time (or other applicable) requirements during a proclamation of disaster or emergency. The presence of a proclamation does not automatically exempt agreement provisions.

4.3.2 Response Times Outside of Exclusive Operating Area.

Rural/Metro will respond immediately to requests from outside the EOA, however, Rural/Metro will not be held accountable for emergency response time compliance for any response dispatched to a location outside of the EOA. Responses to requests for service outside of the EOA will not be counted in the total number of responses used to determine compliance.

4.3.3 Response Time Exceptions and Exemption Requests: The following responses may be exempt from Response Time requirements: responses to HSA and delayed responses due to substantiated County Communications failures. Exemptions may be granted at the sole and absolute discretion of the County. If Rural/Metro believes that any response or group of responses should be excluded from the compliance calculations due to unusual factors beyond Rural/Metro's reasonable control, Rural/Metro may provide detailed documentation and request that these runs be excluded from Response Time calculations and associated damages. Any such request must be made in writing and in accordance with the County's Exemption Review Process currently set forth in EMS Policy 830, as the same may be amended or renumbered from time to time. Rural/Metro equipment failures, traffic congestion, Ambulance failures and/or inability to staff Ambulances will not be grounds for granting an exemption.

4.4 Liquidated Damages for Non-Performance. If Rural/Metro shall fail to meet the requisite Response Times or otherwise fail to timely comply with deadlines, Rural/Metro shall pay the corresponding liquidated damages for such non-performance. All liquidated damage amounts will be paid within 30 days of occurrence to the EMS Trust Fund.

4.4.1 Liquidated Damages for Monthly Zone Non-Compliance. Ninety percent (90%) response time compliance in each zone and within each code of response, as adjusted for exemptions in accordance with the terms of this Agreement, shall be considered compliant. Liquidated damages will be assessed, in addition to the per-run liquidated damages for late responses, according to the following escalating scale when response time compliance falls below ninety percent (90%) for any zone or response code in a given month:

Zone Performance Liquidated Damages	
Zone Performance	Damages
89%	\$10,000
88%	\$20,000
87%	\$30,000
86%	\$40,000
85% and less	\$50,000

4.4.2 Liquidated Damages for Response Time Non-Performance. In addition to damages that accrue for zone noncompliance, liquidated damages will accrue for each call in each zone that exceeds the Response Time requirements in accordance with the following schedule:

RESPONSE TIME PERFORMANCE LIQUIDATED DAMAGES Per Response			
<i>Amount that Response Time is Exceeded</i>			Damages per- response
Urban / Suburban	Rural	Wilderness	
Up to 2:59	Up to 2:59	Up to 2:59	\$250
3 to 4:59	3 to 4:59	3 to 4:59	\$500
5 - 9:59	5 - 9:59	5 - 9:59	\$1,000
10 - 14:59	10 - 14:59	10 - 14:59	\$2,000
15 - 19:59	15 - 19:59	15 - 19:59	\$5,000
20 - 24:59	20 - 24:59	20 - 24:59	\$8,500
25 - 34:59	25 - 34:59	25 - 34:59	\$10,000
35+	35+	35+	\$15,000

Late responses will accrue liquidated damages with no aggregate cap. Liquidated damages shall increase according to the number of minutes the Ambulance is delayed past the mandated Response Time.

4.4.3 Liquidated Damages for Non-Compliance with Other Standards. In addition to meeting Response Time reporting requirements, Rural/Metro shall meet other standards, as set forth in Exhibit "E" hereto. The County, in its sole and absolute discretion may waive liquidated damages.

4.4.4 Liquidated Damages During Lam-Duck Period. The County may charge Rural/Metro up to \$200,000 in liquidated damages (per zone, per month) if the performance pattern consistently falls below the standards established in the Agreement during a "Lame Duck" period. Consistently means that performance falls below ninety percent (90%) compliance during any month in any zone during this Lame Duck Period. This liquidated damages calculation is in addition to any other damages identified in this Agreement.

4.4.5 Use of Liquidated Damages. Revenue generated from non-performance damages shall be deposited into an EMS Trust Fund Account. The Contract Manager shall manage this account as approved by the Contract Administrator.

4.5 Liquidated Damages for In County Use of Non-Rural Metro EOA Ambulances. In the event that Rural/Metro cannot provide sufficient resources in the EOA to satisfy its obligations under this Agreement, Rural/Metro shall pay liquidated damages if a non-contracted provider provides Services under this Agreement, unless exempted by the County or otherwise authorized through this Agreement following approval by the County. If another provider satisfies an obligation of Rural/Metro through a Cooperative Ambulance Assistance Agreement (CAA) (including

Rural/Metro's non-911/interfacility business) or if a division of Rural/Metro provides Services through the use of Ambulances which do not bear the County's approved markings as required by Section 5.1.3), Rural/Metro shall continue to be responsible under this Agreement for performance of those Services. Liquidated damages under this section are as follows:

4.5.1 \$1,000 per occurrence (when provider is not part of a CAA). Payment will be made within thirty (30) days of occurrence to County EMS Trust Fund.

4.5.2 Applicable Response Time liquidated damages attributable to the Response Time for the Service call. Payment will be made within thirty (30) days of occurrence to County EMS Trust Fund.

4.5.3 When provider is not part of a CAA, and the patient is uninsured or does not pay a "reasonable and customary" bill within six (6) months of the date of service, if the private ambulance provider can document collection effort in the County's reasonable discretion, Rural/Metro shall pay an amount equal to the 911 fee schedule approved by the County in damages directly to the provider (excluding any applicable co-payment or deductible owed by the patient). In the event that no patient is found at a call under this section, the amount of liquidated damages shall be \$500 payable directly to the provider of Services.

4.6 Liquidated Damages for Failure to Produce Patient Care Records. The County may assess liquidated damages of \$250 for every patient care form by Rural/Metro that is not accurately completed and entered into the Electronic Records Data Base by Rural/Metro within the time specified by the County.

4.7 Hard to Serve Area Waypoints. Rural/Metro shall hold the responsibility to cover areas that have been determined to be Hard to Serve Areas ("HSA"). In order to determine compliance, waypoints have been established that shall be used for the determination of response time performance. A list of HSAs is identified in Santa Clara County Prehospital Care Policy Manual. These areas shall be updated annually by the County based on urbanization coding, infrastructure development, and system risk hazard identification.

4.8 San Antonio Valley Response. Rural/Metro shall work cooperatively with the California Department of Fire and County to implement appropriate operational response procedures to support this response.

4.9 Reasonable and Prudent Planning. Rural/Metro shall be responsible for prudent and reasonable planning related to system deployment. In the event that Rural/Metro requests exemptions, sufficient proof of reasonable and prudent planning will be provided.

4.10 Minimum Deployment. Rural/Metro shall ensure that no less than three (3) ALS Ambulances are available for response at all times in the County. This minimum may be accomplished through other ambulance service providers under a County-approved CAA.

4.11 Stand-By and Special Events Coverage. Rural/Metro shall provide ALS Ambulance, ALS first response, and/or EMS Field Supervisor standby services when requested by any public safety partner or the County related to 9-1-1 system activity.

Rural/Metro shall be responsible to provide resources as requested by the County for any special event in which it is reasonable to suspect that increased emergency medical service requests will occur at no cost to the County. If the County requests special event coverage from Rural/Metro, Rural/Metro's Response Time shall be calculated in accordance with Article 4.

Other community service oriented entities may request stand-by coverage from Rural/Metro. Rural/Metro is encouraged to provide such non-dedicated standby coverage to events if possible. If Rural/Metro is requested to provide such services with a dedicated ambulance, then Rural/Metro may provide such services for a charge equal to the approved County rate for standby services. Rural/Metro may also make a paramedic or EMT available for pre-scheduled stand-by and special events coverage at an hourly rate.

ARTICLE V

FLEET AND EQUIPMENT

5.1 Ambulances.

5.1.1 Rural/Metro shall purchase 55 new, identically configured, 2011 GM G4500 or similar Type III model Ambulances. In addition, Rural/Metro shall have a fleet of Ambulances such that Rural/Metro shall have 25% more Ambulances than necessary to meet peak demand.

5.1.2 All Ambulances shall be replaced at 250,000 miles or 5 years, whichever comes first.

5.1.3 Ambulances must only display County-approved markings, unless otherwise required by law. Rural/Metro shall submit proposed Ambulance markings for review by the County no later than December 31, 2010. The County shall have the right to approve or disapprove the proposed Ambulance markings in its sole and absolute discretion.

5.1.4 Ambulances will be 2011 model year Ambulances at the time of the commencement of the Agreement, will be of Type III modular construction, will have the capability to center-mount the gurney to the floor, and will meet all Federal Specification KKK-A-1822E and subsequent revisions, and be certified by the manufacturer to meet the specifications in effect at the date of manufacture.

5.1.5 All Ambulance gurneys will be equipped with power-assisted lifting technologies with the exception of bariatric gurneys, for which power assistance is not available.

5.1.6 All Ambulances must be constructed to transport all county-required equipment, two (2) recumbent patients, and crew without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled.

5.1.7 Unit safety markings and conspicuity shall be consistent with current NFPA 1901 and KKK-A-1822F Federal Specifications for the Star-of-Life Ambulance standards and shall be approved by the County.

5.1.8 The County will provide unit numbering and typing identification standards.

5.1.9 Unit alerting systems such as, lights and siren must be of the highest caliber and represent the most validated state of the art technology (each time an Ambulance is replaced). This may include very high intensity LED warning lights, set to highly visible alerting patterns; sirens equipped with vibration technology such as "howler" or other similar technology, and any other devices and/or systems that make the identification of emergency vehicles more obvious to others.

5.1.10 Rural/Metro shall install appropriate traffic signal control solutions ("Opticoms") on all Ambulances, EUVs and four (4) EMS Agency vehicles.

5.1.11 Rural/Metro shall develop a standard ambulance specification for the County's review and approval consistent with Exhibit "F". Rural/Metro shall submit the standard Ambulance specification for review by the County no less than 180 days prior to July 1, 2011. The County may approve or disapprove the standard ambulance specification in its sole and absolute discretion.

5.1.12 Vehicles will be supplied and equipped according to the County equipment and supply standards specified in Santa Clara County Prehospital Care Policies, Santa Clara County Ordinance Code, and State and Federal regulations.

5.1.13 Vehicles must be capable of emitting a wireless signal to enable access to the internet for electronic patient tracking systems, etc.

5.1.14 Damaged vehicles may not be placed into service until repaired to the satisfaction of the County. This shall not include minor dings, scratches, or chips requiring less than three hundred (\$300) to repair.

5.1.15 Rural/Metro shall maintain an electronic database of vehicle maintenance.

5.1.16 In addition to daily inspection and readiness checks, routine and customary vehicle service shall be performed at least every six thousand miles.

5.1.17 Any vehicle failure, while in the commission of 9-1-1 services shall constitute a major quality assurance concern and must be investigated and reported in writing to the County within 24 hours.

5.2 Supervisor Vehicles. Rural/Metro shall have in service no less than three (3) staffed field supervisor vehicles at all times. Each vehicle will be marked with the same logos designed for the ambulance fleet and approved by the County. In addition, each vehicle will be labeled, "Supervisor." The vehicles will meet all applicable policy mandates related to inventory standards for an ALS first response resource. These vehicles will be capable of towing 24-foot trailers with an estimated GVW of 10,000.

5.3 Equipment. All Rural/Metro vehicles shall be supplied and equipped according to the County's equipment and supply standards, as set forth in Santa Clara County Prehospital Care Manual. All ambulances and equipment used in the performance of the Agreement will be maintained in accordance with manufacturer, Rural/Metro and County standards.

5.4 Fleet Safety. Rural/Metro shall take efforts to ensure that vehicle and equipment specifications and modifications are designed to enhance the safety of patients, first responders and personnel. For example, Rural/Metro will provide driver education and training, fleet security, G-Force Video Collectors in vehicles and record keeping systems to improve safety and monitor driving performance, patient and attendant restraint systems, pediatric restraint systems, and ensure fleet maintenance designed to promote and enhance safety.

5.5 Special Services Equipment. In addition to ambulance response, Rural/Metro shall provide the following specialty resources to the Santa Clara County EMS System:

5.5.1 Disaster Cache. Rural/Metro shall maintain a mobile disaster cache that shall consist of basic medical supplies sufficient for five hundred (500) patients for no less than 96 hours. These supplies may be used to restock ambulances during times of emergency and/or disaster in the absence of an adequate managed inventory.

5.5.2 Alternative Transport Ambulances. Rural/Metro shall provide two (2) alternate transport ambulances for use by Rural/Metro and EMS System partners. These golf-cart type vehicles will be capable of patient transport and approved by the County.

5.5.3 Bariatric Unit. Rural/Metro shall provide sufficient, specially designed, patient transport unit(s) capable of moving and transporting obese patients. The unit(s) shall be equipped with specialized lifting and moving equipment and available for 9-1-1 EMS System response in a timely manner.

5.6 Ambulance Strike Teams/Medical Task Force. Rural/Metro shall deploy a planned California-approved ALS ambulance strike team [5 ALS ambulances, staffed with one paramedic and at least one EMT and an accredited EMS Field Supervisor

with a lights/siren equipped vehicle or such other combination of ambulances and personnel as requested by the corresponding state, regional or federal authority] within sixty (60) minutes of notification when approved and requested by the County. This shall include all County-specified equipment, personnel, and strike team leaders.

5.6.1 Rural/Metro shall maintain the ability to fill an immediate need request for an ALS ambulance strike at all times.

5.6.2 Rural/Metro shall maintain a County-controlled, State-provided Disaster Medical Support Unit ("DMSU"). This shall include coordinating vehicle service with the State as authorized by the County, basic cleaning and readiness preparation at Rural/Metro's cost.

5.6.3 Rural/Metro shall staff the DMSU for out-of-County response within sixty (60) minutes and within eleven minutes and fifty-nine seconds (11:59) minutes for in-County responses. The DMSU will be staffed with at least two EMTs when in service.

5.6.4 Rural/Metro will be responsible for restocking all supplies used unless the DMSU is activated for a State supported mutual aid assignment and/or the County identifies other payment sources.

5.7 Administrative Facilities, Stations & Employee Facilities.

5.7.1 Headquarters. Rural/Metro shall have a primary headquarters office within the County prior to the commencement of Services to be performed under this Agreement.

5.7.2 Facilities. Stations and employee facilities shall be modern, well maintained, safe, and provide for the comfort of employees. All stations and facilities will be subject to inspection by the County at any time without notice. Rural/Metro shall provide an external lock box containing keys to all secured areas of the facility at each location, and the County will have access to these lock boxes at all times.

5.7.3 Facility Security. Rural/Metro shall implement a facility security plan that provides appropriate measures to secure each site effectively. Each facility will have redundant communications/alerting systems in place and reasonable power supply back-up.

5.7.4 Disaster Cache. Rural/Metro shall equip its facilities with an emergency cache that contains adequate food, water, and basic personal hygiene materials for personnel for no less than ninety-six (96) hours.

5.7.5 Station Identification. Each Rural/Metro facility shall be marked clearly with the EMS Station Number/Name; instructions to contact 9-1-1 for emergencies, and have a direct connect phone line to the appropriate Public Safety Answering Point (PSAP) for "walk-in" patients. Rural/Metro understands that the County shall have the authority to approve or disapprove, in the

County's sole and absolute discretion, all facility locations and exterior markings/signage.

5.8 Supplies. Rural/Metro will provide all supplies necessary and/or required to provide basic and advanced life support ambulance services as required by policy, County Code and/or State law.

5.9 Environmental Responsibility. Rural/Metro shall implement an Environmental Responsibility Plan for approval by the County which conforms to the requirements set forth in Exhibit "G". The plan must address the use of alternate fuels, reduction of perishable and nonrenewable resources, methods to decrease Rural/Metro's "carbon footprint," and associated employee training.

5.10 Security Interest/ Three Way Lease Agreement. Rural/Metro may purchase its Ambulance fleet. In the event Rural/Metro purchases its fleet, Rural/Metro shall grant a first priority lien in the Collateral (defined below) in favor of the County to secure Rural/Metro's faithful performance under this Agreement. Rural/Metro shall designate the County as the first lien holder with the California Department of Motor Vehicles for each motor vehicle used by Rural/Metro to provide the Services to the County (the "Collateral"). Evidence of title for each motor vehicle used by Rural/Metro shall be forwarded to the County as the lien holder. The County, from time to time, may request that Rural/Metro execute and record, at the sole cost and expense of Rural/Metro, such additional security agreements and financing statements reasonably required in order to perfect the County's security interest herein granted by Rural/Metro. If Rural/Metro shall fail to execute any additional security agreements and financing statements within thirty (30) days of the County's written request, the County may without waiving any other rights or remedies, exercise its rights as holder of the performance bond under Section 12.1. In addition to all other rights and remedies of the County, whether at law or in equity, in the event of a material breach of this Agreement by Rural/Metro (which material breach shall not have been cured in accordance with Section 14.2 of this Agreement), the County as the secured party shall have the right to take possession of the Collateral, sell the Collateral and apply the proceeds of such sale against Rural/Metro's obligations under this Agreement. Pending sale of the Collateral, the County shall also have the right to utilize the Collateral to provide Ambulance services within Santa Clara County until such time as the County can contract with another provider of Ambulance services. If the County should exercise its rights to the Collateral under this Section 5.10, such exercise shall not be deemed an election of remedies precluding the exercise of other rights and remedies by the County. Upon replacement of any ambulance by Rural/Metro pursuant to Section 5.1.2 of the Agreement, the County shall release any lien or other security interest in such replaced ambulance and Rural/Metro shall provide a first priority lien in the new ambulance in favor of the County. In the event Rural/Metro shall lease any vehicle, Rural/Metro will include a provision in its lease agreement which shall allow the County or the County's designee (as an intended third party beneficiary) to assume the rights and obligations of Rural/Metro upon written notice by the County to the lessor. The County's obligations under the lease shall be limited to only those obligations which accrue during the period the County shall assume the rights and obligations of Rural/Metro. After assuming the lease, the County shall have the right to assign the lease to its designee or to terminate the lease. In either case, the County shall have no liability to the lessor for obligations

which accrue following the County's assignment of the lease to the County's designee or upon the County's termination of the lease.

5.11 Space Occupancy Agreements. In the event Rural/Metro shall occupy any space for its Ambulance fleet, that serve the EOA under this Agreement, through a lease or other contract with a third party, Rural/Metro will use its best efforts to include a provision in its lease or other contract with a third party which shall allow the County or the County's designee (as an intended third party beneficiary) to assume the rights and obligations of Rural/Metro upon written notice by the County to the third party. The County's obligations under the lease or other contract shall be limited to only those obligations which accrue during the period the County shall assume the rights and obligations of Rural/Metro. After assuming the lease or other contract, the County shall have the right to assign the lease or other contract to its designee or to terminate the lease or other contract. In either case, the County shall have no liability to the third party for obligations which accrue following the County's assignment of the lease or other contract to the County's designee or upon the County's termination of the lease or other contract.

5.12 Security Interest in Equipment and Supplies. Rural/Metro shall grant a first priority lien in favor of the County in all equipment and supplies required to perform its obligations under this Agreement. The County, from time to time, may request that Rural/Metro execute and record, at the sole cost and expense of Rural/Metro, such additional security agreements and financing statements reasonably required in order to perfect the County's security interest herein granted by Rural/Metro in all equipment and supplies. If Rural/Metro shall fail to execute any additional security agreements and financing statements within thirty (30) days of the County's written request, the County may without waving any other rights or remedies, exercise its rights as holder of the performance bond under Section 12.1. In addition to all other rights and remedies of the County, whether at law or in equity, in the event of a material breach of this Agreement by Rural/Metro (which material breach shall not have been cured in accordance with Section 14.2 of this Agreement), the County as the secured party shall have the right to take possession of the equipment and supplies, sell the same and apply the proceeds of such sale against Rural/Metro's obligations under this Agreement. Pending sale of the equipment and supplies, the County shall also have the right to utilize the equipment and supplies to provide Ambulance services within Santa Clara County until such time as the County can contract with another provider of Ambulance services. If the County should exercise its rights to the equipment and supplies under this Section 5.12, such exercise shall not be deemed an election of remedies precluding the exercise of other rights and remedies by the County.

ARTICLE VI

CLINICAL QUALITY AND MEDICAL OVERSIGHT

6.1 Clinical Quality Program. Rural/Metro will provide the County of Santa Clara with a clinical program that achieves contemporary benchmarks of clinical excellence in a progressive and sustainable fashion. Rural/Metro's clinical and continuous quality improvement (CQI) programs and activities must be reviewed by

County EMS Medical Director and be approved by the County and will be conducted in accordance with the County's Prehospital Care Policies. Exhibit "H" documents Rural/Metro's clinical and continuous quality improvement (CQI) programs and activities. The processes identified in the Exhibit "H" may be modified due to changes in local, state and/or federal regulations and at the direction of the County EMS Medical Director/Agency.

6.2 Medical Oversight. The County shall furnish medical oversight services, including the services of an EMS Medical Director, for Rural/Metro and all participating first response agencies in accordance with County policies. The EMS Medical Director shall receive no compensation or remuneration from Rural/Metro.

6.3 Rural/Metro Medical Advisor. Rural/Metro shall employ or contract a medical advisor for no less than .25 FTE. Rural/Metro will include the County EMS Medical Director in the selection of the medical advisor. The Rural/Metro Medical Advisor shall serve as the primary liaison between the County EMS Medical Director and the Rural/Metro Clinical Management Program. The Rural/Metro Medical Advisor will serve as the lead clinical care quality manager for Rural/Metro's internal quality improvement processes and as subject matter expert. The Rural/Metro Medical Advisor must be a California licensed M.D. or D.O. who is board certified and experienced in Emergency Medicine and has experience in quality improvement techniques.

6.4 Advanced Clinical Care. All Ambulances rendering Services shall be staffed with at least one (1) paramedic, and will be equipped to render paramedic care. The second staff member shall, at a minimum, be an EMT. This standard shall also apply within the City of Sunnyvale.

6.5 Medical Protocols. Rural/Metro shall comply with EMS System medical protocols and policies and other requirements of the system standard of care as established by the EMS Medical Director. Rural/Metro's employees shall be trained in and abide by the County's Prehospital Care Manual. Rural/Metro's Medical Advisor and Clinical Manager shall be responsible for ensuring medical protocol compliance.

6.6 Direct Interaction with Medical Control. Rural/Metro shall designate an individual who will be responsible for quality improvement and serve as liaison to the EMS Agency. Rural/Metro's personnel have the right and responsibility to interact with the County's EMS personnel.

6.7 Medical Review/Audits. The EMS Medical Director may require that any of Rural/Metro's employees attend a medical audit when necessary. Employees may attend any audit with respect to any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. To the greatest extent possible, any medical audit is to be scheduled in advance for the convenience of the field personnel. Rural/Metro shall arrange schedule changes, if possible, to make medical audit attendance more convenient. The EMS Medical Director may review and categorize medical audit requests, and may resolve the matter directly without further involvement, or unnecessary inconvenience of field personnel. The County shall at all times work with Rural/Metro to ensure that

procedures and processes which are already in place in Rural/Metro's organization are not altered unnecessarily.

6.8 Quality Improvement. Rural/Metro shall develop and implement a comprehensive quality improvement process for its services. This process will include, at a minimum, transport personnel and will provide for integration of all responders and caregivers for each patient care situation. Quality improvement processes shall be utilized to improve outcome oriented patient care and facilitate continuing education. Rural/Metro's quality assurance and performance measurement program will be implemented and refined with the input, approval, and oversight of the County of Santa Clara's EMS Medical Director. The program shall be compliant with all local, state and federal requirements.

6.8.1 Training Programs (Non-Continuing Education). Rural/Metro shall provide in-house or sub-contracted in-service training programs (other than Continuing Education Programs) designed to meet employee certification requirements that will be offered at no cost to employees. Rural/Metro will compensate employees their regular hourly rate for time spent in required training.

6.8.2 Clinical Upgrades. Rural/Metro shall budget no less than \$50,000 each year to be used in a manner approved by the County for non-mandatory clinical upgrades, such as chest compression assistance devices, breathing assistance tools, heating/cooling devices, etc.

6.9 Committee Participation. Rural/Metro shall participate in all appropriate EMS System Stakeholder Committees and task force groups, as determined by the Contract Manager.

6.10 Field Treatment Guide Production. Rural/Metro shall be responsible for the production of County approved Field Treatment Guides (Section #700 of the Santa Clara County Prehospital Care Manual) every other year at Rural/Metro's cost. Beginning January 2012, no less than 3,000 guides must be produced as designed and published by the Santa Clara County Information Systems Printing Services Department.

6.11 Clinical Quality Assurance and Improvement. Rural/Metro shall comply with the State, County, and provider-based Emergency Medical Services Quality Improvement Plan ("EQIP"). Failure to provide requested data on time may result in a fine of \$1,000 per-document, per day or portion thereof.

6.12 Clinical Education and Training. Rural/Metro shall develop and implement a clinical education and training program for the approval of the County. This program must synchronize with the County-approved EQIP. Rural/Metro's clinical training and education program will include new employee orientation (for Rural/Metro employees), and continuing education, Santa Clara County EMS orientation and an FTO program for pre/post accreditation paramedics and continuing education (at no cost to participants). Rural/Metro's training programs are documented in Exhibit "H". Rural/Metro will become a Continuing Education Provider, in compliance with the California Code of Regulations, Title 22, Division 9,

Chapter 11. Rural/Metro shall extend all continuing education certifications to all fire agency training departments who choose to offer Rural/Metro's continuing education curriculum.

6.13 County EMS Conference. Rural/Metro shall assist in the production of an annual County EMS Conference in cooperation with the EMS Agency.

ARTICLE VII

TECHNOLOGY, DATA AND REPORTING REQUIREMENTS

7.1 Data Reporting. Rural/Metro shall provide to the County monthly reports detailing its performance during the preceding month as related to the clinical, operational and financial performance under the Agreement. Rural/Metro shall provide such reports to the County within ten (10) business days after the first of each calendar month. The format of such reports shall be subject to the County's approval.

7.2 Information Officer. Rural/Metro shall identify a primary Information Officer and adequate relief/back-up personnel. All personnel assigned to Information Officer responsibilities shall complete the California Specialized Training Institute ("CSTI") or other approved class, as well as crisis and/or basic and advanced information officer programs (or other equivalent programs) approved by the County.

7.3 Computer Aided Dispatch. The County operates a CAD System, which is owned, operated and maintained by the County. Rural/Metro will fund any modifications, additions or custom programming to the existing CAD that may be required to meet and maintain the requirements of this Agreement ("CAD Modifications"). Rural/Metro shall reimburse the County within thirty (30) days after receipt of an invoice setting forth the cost of a CAD Modification.

7.3.1 Automated Vehicle Location (AVL)/Global Positioning System. Rural/Metro's AVL system shall integrate with the County's CAD System. All programming, preventative maintenance, and repairs to the system will be the responsibility of Rural/Metro. Rural/Metro's AVL system description requirements are located in Exhibit "I".

The system provided by Rural/Metro will be implemented such that any fire agency or law enforcement agency in the county will have access to the AVL system "backbone" so that the public safety agencies may upgrade their systems to include AVL. Rural/Metro will not be obligated to pay for another agency's use of the system

7.4 Quality Improvement Data Reporting. Rural/Metro's electronic data system must be fully comprehensive and capture and report complete and integrated information on all EMS system activities beginning with the receipt of a request for service and up to and including transport and arrival information. Rural/Metro shall ensure that personnel comply with field reporting requirements, including accuracy and completeness of reports. Rural/Metro will assume the cost of integrating the medical reporting system.

7.5 Financial Statement Reporting. Rural/Metro shall publish, at least quarterly, an accounting of revenues and expenses incurred within the EOA in a format approved by the County Contract Manager. Annual cash flow and income statements for Rural/Metro's operation under this Agreement shall be provided to the County within 90 days of the end of each fiscal year. The annual statements shall be in the format designated by the County Contract Manager, or otherwise agreed upon by the Parties, and shall be audited and certified by an external certified public accountant that has direct knowledge of financial aspects of Rural/Metro's operations under this Agreement. The County may make these financial statements available to other parties as deemed appropriate by the County. Rural/Metro's external auditing firm shall conduct the audit at Rural/Metro's expense. Rural/Metro shall comply with such other reasonable, miscellaneous financial reporting requirements as may be specified by the County, at Rural/Metro's expense.

7.6 Service Complaints. Rural/Metro shall submit a report of all complaints received and their appropriate disposition/resolution to the County on a monthly basis.

7.7 Performance Data and Reporting. The County shall provide Rural/Metro access to County Communications CAD data and Rural/Metro shall provide, at its cost, a data reporting application for the near real-time evaluation of performance and response time data as specified by the County. This system shall enable web-based access by the County, first response agencies, and others as authorized by the County.

7.7.1 Standardized Reports. Standardized reports shall be provided to the County and fire departments in accordance with the standards established by the County. Rural/Metro will collaborate with the County and first response agencies to provide routine and ad hoc reports.

7.7.2 Surveillance Data Evaluation. Rural/Metro's performance and data reporting system shall also, at its cost, include syndromic surveillance data evaluation.

7.7.3 County Access. Rural/Metro shall provide fire departments and the County 24 hour access to the system for the purpose of monitoring compliance, performance improvement, syndromic surveillance, and general data analysis within their jurisdiction.

7.8 Dynamic Data Presentation. Screens and access to various monitoring systems (CAD, EMS system, AVL, mapping) shall be provided by Rural/Metro in EMS Agency offices, County Communications, County Operational Area EOC, and Medical Health Operations Center. Rural/Metro shall ensure remote access to same for authorized personnel (fire departments, County), at Rural/Metro's cost.

7.9 Secured Compliance Website. All materials related to the performance of the Agreement shall be posted to a secured website that may be accessed by the County and Rural/Metro. The website shall provide verification of document posting dates/times. All records, reports, and documents shall be posted to and accessible to

by the County by the respective required submission dates. Rural/Metro shall retain electronic and hardcopy back-ups.

7.10 Public Data and Reporting. To the greatest extent possible, Rural/Metro shall maintain transparency in the operation of its services. Rural/Metro shall publicly report all performance and public financial data on its publicly accessible website.

7.11 Patient Care Records. A patient care record must be completed for all patients for whom care (including assessment), is rendered at the scene, regardless of whether the patient is transported. Rural/Metro shall pay a portion of the annual cost of maintaining the EMS Patient Care Data System program, which annual cost of maintaining the EMS Patient Care Data System program is included in the annual franchise fee that is to be paid to the County. Patient care forms must be delivered to the County Contract Manager or the Medical Director on reasonable demand.

7.11.1 Prehospital Data Collection System. Rural/Metro shall participate in the County's Prehospital Data Collection System in accordance with County standards.

7.11.2 Data Capture. Rural/Metro shall coordinate data capture with Santa Clara Communications to identify the total number of EMS responses, total number of patients assessed, total number of patients treated, total number of patients transported by ambulance with transport destinations, and total number of patients not transported by Ambulance (service refusals, alternative non-ambulance transport decisions, etc.). Patient care records should clearly identify those instances when two or more patients are transported in the same Ambulance.

ARTICLE VIII

INTEGRATION OF FIRST RESPONDERS

8.1 Integration. Advanced life support first response is available in a number of areas in the County. Rural/Metro shall ensure first responder integration to improve clinical patient care, overall system efficiency and the cost effectiveness of the EMS system consistent with the terms of Exhibit "J".

8.1.1 First Response by Rural/Metro. Although Rural/Metro's primary responsibility is to provide basic and/or advanced life support ambulance transportation services, Rural/Metro occasionally will arrive on scene prior to public safety responders. In such cases, Rural/Metro shall provide first response, patient care, transportation services, and incident management until the appropriate public safety responder having primary investigative authority arrives on scene.

8.1.2 Incident Command System. Rural/Metro shall fully and actively adhere to the Incident Command System ("ICS") and Personnel Accountability

System ("PAS") as adopted by Santa Clara County in addition to SEMS and NIMS.

8.2 Subcontractors. Rural/Metro has elected not to subcontract with any particular local agency. In the event Rural/Metro seeks to subcontract any of its obligations under this Agreement, the County shall have the right to approve or reject any proposed contract between Rural/Metro and any third party. Notwithstanding the foregoing, Rural/Metro shall not be released from its obligations under this Agreement, and the County shall continue to hold Rural/Metro responsible for its obligations under this Agreement. If any third party shall fail to perform its obligations, Rural/Metro shall be entitled to pursue its remedies against such subcontractor, but such failure to perform by the subcontractor shall not be a defense to Rural/Metro's breach of this Agreement.

8.3 Billing Supply, Inventory, and Restock. Rural/Metro will provide on the spot, one-for-one replacement of both consumable and disposable medical supplies, and participate in exchange of basic durable medical supplies on-scene. If circumstances prevent the on-scene replacement, a field supervisor will coordinate the immediate delivery of needed supplies to the first responder unit, regardless of time of day. This will include disposable medical supplies and personal protective supplies as authorized by the County. Rural/Metro shall coordinate supply and inventory changes with first responders through the Santa Clara County Prehospital Providers Advisory Committee and through the EMS Section of the Santa Clara County Fire Chiefs Association prior to implementation following approval by the County.

8.4 Return to Station. In any situation in which fire agency personnel assist Rural/Metro during transport to the hospital, Rural/Metro shall provide or arrange, within a reasonable time period, return transportation to the fire station for those personnel.

8.5 Paramedic & EMT Training Program Support. Rural/Metro shall provide in-service training for the first responder agencies, including opportunities for joint EMS training.

ARTICLE IX

EMPLOYEES AND WORKFORCE

9.1 Personnel. Rural/Metro will support the recruitment and retention of a highly qualified staff and take efforts to ensure its employees meet the County's standards and adhere to the terms of Exhibit "K". Rural/Metro will ensure quality, employee-driven programs in the organization. Any background check will be reportable to the Santa Clara County EMS Agency, and shall be paid for by Rural/Metro. The County may summarily reject the service of any member of Rural/Metro's staff based on the results of this check.

9.2 Minimum Employment Requirements. Clinical field personal must:

- (a) Possess current licenses/certifications as required by Santa Clara County and the State of California;

- (b) Possess a current State of California driver license with ambulance certificate and a driving history that meets Rural/Metro standards;
- (c) Pass a standard physical ability evaluation;
- (d) Pass a State of California Department of Justice and Federal criminal background check;
- (e) Pass a drug and alcohol screen.

9.3 Incumbent Personnel Solicitation. Rural/Metro will guarantee employment for all incumbent EMT and paramedic personnel within the County's EOA who meet the minimum employment requirements. Rural/Metro shall ensure that all other incumbent employees who meet the minimum employment requirements will be afforded priority consideration for employment. All such incumbent personnel will receive compensation and benefits that equal or exceed their current employment compensation and benefits, as long as minimum employment requirements are met. Rural/Metro will recruit employees currently working in the system to assure a smooth transition and to encourage personnel longevity.

9.4 County Credentialing Required. All Emergency Medical Technicians, Paramedics and Field Supervisors must be credentialed by Santa Clara County and be issued an authorized Santa Clara County EMS System Identification Badge. This shall be inclusive of a state and federal background check with records reportable to the Santa Clara County EMS Agency as applicable.

9.5 Initial Deployment Plan. Rural/Metro's shall implement the detailed deployment plan found in (Exhibit "L").

9.6 Salary and Benefits. Rural/Metro shall provide employees with competitive salary, access to healthcare benefits (including medical, dental and vision care) and access to retirement program options. Average salaries for employees throughout the organization shall be equal to or exceed their current salary levels.

9.7 Recruitment and Retention. Rural/Metro shall implement an aggressive recruitment and retention program and establish priority hiring programs with Santa Clara County EMT and paramedic training programs.

9.8 Personnel Preference by County. The County may notify Rural/Metro, at any time and from time to time, that a member employed by Rural/Metro may no longer be authorized to provide Services to the County under this Agreement. In such event, the County will provide Rural/Metro with written notice (which may be provided by Rural/Metro to such member employed by Rural/Metro), and Rural/Metro shall not permit such member to provide Services to the County under this Agreement.

9.9 Field Management and Supervision. Rural/Metro shall provide no less than three (3) on-duty Santa Clara Accredited EMS Field Supervisors at all times as defined in the Santa Clara County Prehospital Care Policy. Rural/Metro shall include the County and EMS Section of the Santa Clara County Fire Chiefs in the selection

process for these field supervisor positions. All Field Supervisors shall be certified Ambulance Strike Team Leaders by a State program approved by the County within one year of agreement execution.

9.10 Operational Area Ambulance Coordinator Support. When requested, Rural/Metro may provide resources to the County in assisting with completing the duties of the Medical Health Operational Area Coordinator. Rural/Metro shall be responsible for assisting the County in the central routing of patients from the field to the hospital (or other location) in times of emergency and during Level 3 Multiple Patient Management Plan activations as set forth in the Santa Clara County Prehospital Care Manual. Rural/Metro will participate and coordinate routine exercises in support of these functions under the direction of the County.

9.11 Employee Uniforms. Rural/Metro shall provide uniforms to its personnel providing services under the Agreement which are distinctive from all other ambulance service providers clearly identifying such personnel as Santa Clara County EMS. All uniforms must only display County-approved insignia.

9.12 Health and Wellness. Rural/Metro shall develop and implement a Health and Wellness Program for all employees. The program shall provide for preventative health, injury reduction and prevention, mental and physical wellness. Rural/Metro shall set forth a program consistent with the program set forth on Exhibit "K".

9.12.1 Immunizations. In addition to those required by OSHA/CalOSHA standards, Rural/Metro shall provide all personnel with Hepatitis A, Hepatitis B, and annual influenza inoculations at no cost (when available, the County may provide vaccine at no cost).

9.12.2 Priority Prophylaxis. Rural/Metro shall provide a minimum of fourteen (14) days supply of antibiotics, as identified in the Santa Clara County Pandemic Influenza Plan, for all employees and their families (employee total multiplied by 2.7 to account for other cohabitating residents in the employee's residence). When grant opportunities exist, the County may assist Rural/Metro in applying for funding opportunities.

9.12.3 Substance Abuse. Rural/Metro shall maintain a drug and abuse free workplace.

9.13 Workforce Diversity. Rural/Metro shall follow a comprehensive Equal Employment Opportunity program that is consistent with the County's Policy on Diversity. Rural/Metro will implement a diversity recruitment program to ensure that the workforce reflects the diverse communities it serves.

//
//
//
//
//
//
//

ARTICLE X

FINANCIAL MANAGEMENT, AMBULANCE BILLING, AND FEES

10.1 Financial Management. Revenue will be collected for patients that are transported from 9-1-1 system responses in accordance with a County-approved billing and fee schedule attached as Exhibit "M". Rural/Metro will charge according to the charges in the fee schedule. Rural/Metro shall receive no compensation from the County or cities for providing the Services under this Agreement. Rural/Metro hereby authorizes the County to review Rural/Metro's background, as well as the financial background of the individuals managing the provision of Services to the County, from time to time, throughout the term of this Agreement.

10.2 Billing System. Rural/Metro will process the billing and collections for services provided under the Agreement. Rural/Metro will operate a billing program which will link with the County's CAD system as well as Rural/Metro's electronic patient care record ("ePCR") system. Patients will receive a local telephone number as well as a toll free number with which to reach the office.

10.3 User Fees. Rural/Metro will charge no more than the amount identified in Exhibit "M", User Fee Schedule for Disposable Supplies and Medications and the pricing levels below, unless otherwise agreed by the Parties.

Section 10.3 modified by 3rd Amendment of the Agreement [03/13/12]

10.4 Fee Increases. The County shall automatically adjust permissible fees annually if the consumer price index increases in excess of two percent (2%). No more than a five percent (5%) increase shall be authorized annually.

10.4.1 Fee Increase for Cause. In the event that unforeseeable system costs will cause a significant impact to the solvency of Rural/Metro's ability to perform the services contained herein, Rural/Metro may petition for a rate increase with cause. Authorization for increases is at the sole and absolute discretion of the County Board of Supervisors and is final. If the petition for a rate increase is denied by the County Board of Supervisors, Rural/Metro shall not be released from its obligations under this Agreement, nor shall the County's rights and remedies be diminished as a consequence thereof.

10.4.2 County Assistance. The County will assist Rural/Metro in submitting requests for mutual aid, local, state and federal reimbursements when services were provided and authorized in accordance with SEMS.

10.5 Informed Consent for Ambulance Transportation. Rural/Metro and its personnel shall comply with all applicable federal, state, local laws, regulations, and policies with respect to obtaining informed legal consent from patients prior to offering transportation by Ambulance. Patients that do not present a condition which requires immediate need of Ambulance transportation to an emergency department shall be provided with a pricing schedule, where appropriate. The pricing document will include applicable disclaimers related to insurance coverage, additional costs, etc. Rural/Metro shall provide patients this information, when appropriate, to permit the patient to make an informed decision.

Section 10.6 modified by the 4th Amendment of the Agreement [12/10/13]

10.6 Non-Ambulance Transport Requirements. Rural/Metro shall not encumber ambulance transportation for patients that are not in immediate need of transportation by ambulance. Upon approval by the County, Rural/Metro shall develop and implement various non-ambulance transport options for patients in need of non-emergent transportation. Upon approval of the County, Rural/Metro will implement a Resource Access Program to address the problem of high-frequency ambulance users. The program will integrate EMS with public health and specifically target the small contingency of County residents who inappropriately use 911 emergency medical services in lieu of regular community care for non-emergency medical or psychiatric problems.

10.7 Collections. Rural/Metro shall take reasonable and prudent measures to collect bills from patients that received authorized services. No collections will take place at the time of Service.

10.8 Billing Waivers for Impoverished, Conserved & Vulnerable. Rural/Metro shall establish a procedure that allows for the patient or responsible party to make a payment arrangement. Such patients must fill out a "Financial Statement" form. The Billing Manager will review the form and assess an appropriate and acceptable monthly payment arrangement. All information relating to financial hardship requests shall be kept confidential.

10.9 Billing Audits. Rural/Metro will use a two-layer audit process to ensure the integrity of Rural/Metro's billing processes. Within the Billing Department, supervisors shall perform monthly paper and customer service phone line audits to ensure all claims are recorded, all reports balance and customers receive the highest level of service. Rural/Metro's Corporate Office shall conduct separate but similar audits as an external review. In addition, Rural/Metro's corporate office shall perform audits to ensure billing practices remain compliant with all Sarbanes Oxley requirements.

10.10 Patients' Bill of Rights. Rural/Metro shall submit for approval to the County a Patient's Bill of Rights.

10.11 Lockbox. All monies collected by Rural/Metro from fees for Ambulance Service under this Agreement shall flow through a lockbox account at the County's depository bank. The lockbox account will be established through a commercially reasonable three-party agreement between the County, the bank and Rural/Metro which will: (1) allow the County the opportunity to view the activity in the account and (2) upon a material breach by Rural/Metro (which material breach shall not have been cured in accordance with Section 14.2 of this Agreement), allow the County (as a secured party with control over the account) to take all proceeds on deposit in the lockbox account and apply the same against damages sustained by the County as a result of such uncured material breach. Rural/Metro shall fund the cost of maintaining the lockbox. Upon the expiration of the term of this Agreement, or any extension thereof, all funds in the lockbox shall belong to Rural/Metro and the County shall not have any interest in such funds.

// **Section 10.11 modified by 2nd Amendment of the Agreement [06/21/11] -**
// **changed/added Sections 10.11.1; 10.11.2; & 10.11.3**

ARTICLE XI

INSURANCE

11.1 Insurance. Prior to the commencement of services performed hereunder and during the term of this Agreement, including any extension(s) thereof, Rural/Metro shall obtain and provide insurance as set forth in this Article XI.

11.2 Types of Insurance. At all times during the term of this Agreement, Rural/Metro shall maintain at its own expense insurance coverage as follows:

11.2.1 Automobile Liability. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 for each occurrence and a \$5,000,000 aggregate limit, with respect to Rural/Metro's owned, hired and non-owned vehicles utilized in the performance of its services. Uninsured motorist coverage, underinsured motorist coverage and personal injury protection or "no fault" insurance coverage shall not be required under this Agreement, except where required by specific state law and, then, only at the statutory minimum required.

11.2.2 Commercial General Liability. Commercial General Liability Insurance covering bodily injury (including death), personal injury and property damage, with a limit of not less than \$5,000,000 for each occurrence and a \$5,000,000 aggregate limit. General liability coverage shall include premises and operations, personal injury liability, and severability of interest.

11.2.3 Professional Liability. Rural/Metro shall maintain Professional Liability Insurance covering bodily injury, with a limit of not less than \$5,000,000 for each occurrence and a \$5,000,000 aggregate limit. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

11.2.4 Workers' Compensation. Rural/Metro shall carry Workers' Compensation Insurance to cover obligations imposed by federal and state statutes for all employees who are subject to this Agreement, including broad all-states coverage; and Employer's Liability Insurance with a limit of not less than \$1,000,000 per occurrence.

11.3 Primary Insurance. Rural/Metro's insurance shall respond first as it relates to bodily injury or property damage caused by Rural/Metro in the performance of its services hereunder.

11.4 Evidence of Coverage. Prior to commencement of this Agreement, Rural/Metro shall furnish to the County Certificates of Insurance issued by Rural/Metro's insurer as evidence that the coverage: (1) is placed with reasonably acceptable insurers; (2) is detailed on the Certificates as specified in this Agreement; and (3) is in full force and effect upon the commencement date of services. Rural/Metro shall furnish to the County updated Certificates as policies are renewed. Individual endorsements executed by the insurance carrier shall accompany the certificate.

11.5 Additional Insured. The insurance coverage required hereunder, except Workers' Compensation, shall include the following endorsement, a copy of which shall be provided to the County:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

11.6 Insurance Company Rating. Insurance policies required under this Agreement shall have been issued by an insurance company having a financial rating of at least "A-, VI" by A.M. Best Company or better according to the A.M. Best Rating Guide as of the date the policy is issued.

11.7 Notice of Cancellation. All coverage as required in this Article 11 shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days prior written notice of such cancellation or change being delivered to the County or its designated agent.

11.8 Waiver. The Commercial General Liability and Automobile Liability policies shall contain a waiver of recovery (subrogation) against the County for any claims arising out of Rural/Metro's performance of its services under this Agreement.

11.9 Supplemental Insurance. During the term of this Agreement, County, in its reasonable discretion, may require Rural/Metro to obtain additional coverage or increase the amount of any insurance Rural/Metro carries to the extent the coverage is reasonably and commercially available to Rural/Metro ("Supplemental Coverage"). County shall allow reasonable time for Rural/Metro's insurance broker to research the market availability of such required Supplemental Coverage.

11.10 Additional Insurance. Rural/Metro may obtain additional insurance not required by this Agreement.

11.11 Reservation of Rights. The County reserves the right, from time to time, to review Rural/Metro's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the County.

11.12 Cost of Insurance. Rural/Metro shall, at its sole cost and expense, comply with the insurance requirements set forth above.

11.13 No Cap on Rural/Metro Liability. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Rural/Metro and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise

assumed by Rural/Metro pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

11.14 Self Insurance. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of Rural/Metro. However, this shall not in any way limit liabilities assumed by Rural/Metro under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Rural/Metro's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

11.15 Subcontractor Insurance. Should any of the work under this Agreement be subcontracted, Rural/Metro shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Rural/Metro may insure subcontractors under its own policies.

ARTICLE XII

PERFORMANCE SECURITY; INDEMNIFICATION

12.1 Performance Bond. Rural/Metro will provide the County with a performance bond in the amount of \$5 million. The performance bond shall be issued by companies that meet the following minimum requirements:

1. A California admitted surety with either a current A.M. Best rating of A IV or a current or a current Standard and Poors (S&P) rating of A.
2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660.
3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance Manager.

The performance bond shall be maintained by Rural/Metro in full force and effect during the entire period of performance under this Agreement. In the event Rural/Metro shall breach this Agreement, the County shall be entitled to exercise its rights as the holder under the performance bond.

12.2 Indemnification. Rural/Metro agrees to defend, indemnify, protect, and hold County and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to County's or Rural/Metro's employees, agents, or officers which arise from, or are caused, or claimed to be caused by the acts, or omissions of Rural/Metro and its agents, officers, in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this Agreement, and all expenses of investigating and defending against same; provided, however, that Rural/Metro's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole gross negligence or willful misconduct of the County, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this Agreement will not give rise to, nor will it be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

Section 12.3 added by 2nd Amendment of the Agreement [06/21/11]

ARTICLE XIII

CONTRACT ADMINISTRATION

13.1 Contract Administration. The Director of the Santa Clara Emergency Medical Services Agency shall serve as the Contract Administrator.

13.1.1 Contract Manager. A Contract Manager, designated by the Contract Administrator, shall manage the Agreement. The Contract Manager will be an EMS Agency manager responsible for assuring compliance with the Agreement and shall serve as the liaison between Rural/Metro and the County. All agreement-related communications shall be directed to the Contract Manager from Rural/Metro unless otherwise specified in this Agreement.

13.1.2 Governmental and Public Affairs Liaison. Rural/Metro shall employ a full-time Governmental and Public Affairs Liaison, or equivalent option, that shall be the primary resource for the County and municipal partners. Rural/Metro will include the County Fire Chiefs Association and the County in the selection process for this position.

13.2 Compliance with County Standards. Rural/Metro shall provide all services in compliance with the Santa Clara County Ordinance Code and associated Ambulance Permit regulations.

ARTICLE XIV

BREACH, TERMINATION AND TAKEOVER

14.1 Material Breach Events. The following circumstances shall constitute a material breach of contract:

14.1.1 Failure of Rural/Metro to operate the system in a manner which enables the County and Rural/Metro to remain in compliance with federal or state laws, rules or regulations, and with the requirements of the Ordinance Code and/or related rules and regulations.

14.1.2 Falsification of information by Rural/Metro, including by way of example, but not by way of limitation, altering the presumptive run code designations to enhance Rural/Metro's apparent performance or falsification of any other data required under the Agreement.

14.1.3 Creating patient responses or transports so as to artificially inflate run volumes.

14.1.4 Repeated failure of Rural/Metro (despite written email requests) to provide reports, data, generated in the course of operations including, but not limited to, dispatch data, patient report data, response time data or financial data, within the time periods specified in the Agreement.

14.1.5 Unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.

14.1.6 Failure of Rural/Metro to maintain equipment in accordance with manufacturer recommended maintaining procedures.

14.1.7 Failure of Rural/Metro to cooperate reasonably with and assist the County after notice of a material breach has been properly delivered to Rural/Metro.

14.1.8 Acceptance by Rural/Metro or its employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Rural/Metro or its employees could be reasonably construed as violation of federal, state or local law.

14.1.9 Payment by Rural/Metro or any of its employees of any bribe, kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state or local law.

14.1.10 Failure of Rural/Metro to meet the system standard of care as established by the Medical Director, following reasonable notice and opportunity to address any such failure.

14.1.11 Failure of Rural/Metro to maintain appropriate insurance in accordance with the terms of the Agreement.

14.1.12 Failure of Rural/Metro to meet the ninety percent (90%) response time requirements as set forth in this Agreement:

- (a) In the same response zone for any two (2) reporting periods in any six consecutive months; and/or
- (b) In the same response code category for any two (2) reporting periods within any consecutive six (6) month period; and/or
- (c) For three consecutive months or for four (4) months in any contract year.

14.1.13 Failure of Rural/Metro to maintain a performance bond throughout the term of this Agreement as required under Section 12.1.

14.1.14 Use of emergency resources, including personnel on duty and serving the EOA, to augment the operations of non-emergency services or

services operating in Santa Clara County or other counties, without prior consent of the County.

14.1.15 The unauthorized sale or transfer of the operating entity contracted to perform all services under the Agreement, provided that the County will not unreasonably withhold authorization if sufficient evidence of ability and commitment of the acquirer or transferee, to meet the performance criteria is provided to convince the County that the sale or transfer is in the public interest.

14.1.16 The unauthorized assignment of any assets, used in the performance of the County contract to any third party.

14.1.17 Rural/Metro's filing of a voluntary petition in bankruptcy; adjudication that Rural/Metro is insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. § 301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of Rural/Metro, or any of Rural/Metro's property and Agreement and/or any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors; or failing to pay Rural/Metro's debts generally as they become due.

14.1.18 Any failure of performance, clinical or other, required in accordance with the Agreement and which is determined by the Contract Administrator and confirmed by the EMS Medical Director to constitute an endangerment to public health and safety.

14.1.19 Failure to perform any monetary or non-monetary obligation within ten (10) days after written notice thereof from the County.

14.1.20 Receipt of three or more notices under Section 14.1.19 in any ninety (90) day period or six or more notices in any three hundred sixty (360) day period.

14.2 Declaration of Material Breach and Cure Period. In the event the County determines that a material breach has occurred, the County shall provide reasonable notice of such breach to Rural/Metro. Rural/Metro shall have up to thirty (30) days (or sixty (60) days if the breach is pursuant to Section 14.1.2 and Rural/Metro submits a correction plan reasonably acceptable to the County within fifteen (15) days of the County's notice) to either cure the breach or provide evidence to the reasonable satisfaction of the County that a material breach does not exist. In the event the County determines that a material breach has occurred under Sections 14.1.5, 14.1.17, 14.1.18 or 14.1.20, or if Rural/Metro's conduct or non-performance poses endangerment to public health and safety, Rural/Metro shall have no cure period.

Typo: should reference Section 14.1.12

14.3 Remedies. If circumstances constituting a material breach as set forth above are determined to exist, and Rural/Metro fails to cure such breach pursuant to Section 14.2, the County shall have all rights and remedies available at law or in equity under the contract, including termination of the Agreement. The County may pursue one or more remedies, at any time; provided, however, that pursuing any remedy shall not be deemed an election of remedies by the County precluding the exercise of another remedy by the County. By way of example only, and not by way of limitation, the County shall have the right to: (1) recover all damages incurred by the County; (2) exercise its rights as a secured party with respect to the Collateral under Section 5.10; (3) exercise its rights as a secured party to all amounts on deposit in the lockbox account under Section 10.11; (4) demand payment under the performance bond in accordance with Section 12.1; and (5) exercise its rights under the Performance Guarantee (as defined in Section 15.14), concurrently or in any order or combination desired by the County.

14.3.1 If the County has provided Rural/Metro with a notice of breach and offered Rural/Metro the opportunity to cure the breach, the County, may require Rural/Metro to pay additional liquidated damages in the amount of \$200,000 as a consequence of such uncured breach in addition to other rights and remedies the County may have.

14.4 Lame Duck Provision. Should this Agreement not be renewed or extended, or if it is terminated early per Section 14.2, Rural/Metro agrees to continue to provide all Services required in and under this Agreement until the County or a new entity assumes service responsibilities. Under these circumstances Rural/Metro will, for a period of several months, serve as a lame duck provider. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

14.4.1 Rural/Metro shall continue all operations and support services at the same level of effort and performance as were in effect prior to the termination of this Agreement, including but not limited to compliance with the provisions herein related to the qualifications of key personnel;

14.4.2 Rural/Metro shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting Service and operating costs to maximize profits during the final stages of this Agreement; and

14.4.3 The County recognizes that if another entity should be selected to provide Service, Rural/Metro may reasonably begin to prepare for transition of Service to the new entity.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.1 Incorporation of Exhibits. This Agreement incorporates each of the Exhibits A through O, and the terms thereof, by reference.

15.2 Amendments. This Agreement may be amended by mutual agreement of the Parties in writing, subject to County or Board of Supervisors approval when required.

15.3 Notices. All notices, demands or other writings to be given, made or sent pursuant to this Agreement, or which may be given, made or sent by either of the Parties to this Agreement to the other (other than routine correspondence between the parties), shall be deemed to have been fully given, made or sent when put in writing and delivered personally, or mailed by first class certified return receipt mail, addressed to the respective parties as follows:

a) For the County:

Santa Clara County EMS Agency
Attn: EMS Director
976 Lenzen Avenue, Suite 1200
San Jose, CA 95126
Fax: 408-885-3538

b) For Rural/Metro:

Rural/Metro of California, Inc.
Attn: Contract Manager
9221 E. Via de Ventura
Scottsdale, AZ 85258
Fax: 480-606-3422

If mailed as described above, notice shall be deemed given, made or sent three days after deposit in any government Post Office box, postage prepaid. The addresses set forth above for each of the Parties may be changed by written notice given to the other Party in accordance with this Section 15.3.

15.4 Assignment. Rural/Metro shall not assign any portion of this Agreement without first obtaining written consent from the County. Any assignment made contrary to this Section 15.4 may be deemed a breach of this Agreement and, at the option of the County, shall not convey any rights to the assignee.

15.5 Product Endorsement/Advertising. Rural/Metro shall not use the name of the County of Santa Clara or the County EMS Agency for the endorsement of any commercial products or services without the expressed written permission of the County.

15.6 Governing Law and Venue. This Agreement shall be deemed to be made and shall be construed in accordance with the laws of the State of California. If any party shall initiate litigation to interpret or enforce the terms of this Agreement, venue shall only be proper in a court of competent jurisdiction located in Santa Clara County.

15.7 Entire Understanding. This Agreement constitutes the entire understanding and agreement between these Parties, and the Parties, by accepting

same, acknowledge that there is no written or oral agreement between the Parties other than those expressly identified in this section. The Parties further agree that these agreements supersede all prior offers, negotiations, discussions, agreements and writings of the Parties. Each of these Parties acknowledges that no Party, nor any agent or attorney of any Party, has made any promise, representation, waiver or warranty whatsoever, express or implied, which is not expressly contained in these agreements, and each Party further acknowledges that it has not executed these agreements in reliance upon any collateral promise, representation, waiver or warranty, or in reliance upon any belief as to any fact not expressly recited in these agreements.

15.8 Attorneys' Fees. In the event either party shall initiate litigation to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

15.9 Policies and Procedures. The Parties may adopt written policies and procedures to address day-to-day operations consistent with this Agreement and the Contract Documents.

15.10 Fair Market Value. This Agreement has been negotiated at arms length and in good faith by the parties. Nothing contained in this Agreement, including any compensation payable, is intended or shall be construed: (i) to require, influence, or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind whatsoever to the party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

15.11 Policy Acknowledgement. County acknowledges that it has received copies of Rural/Metro's Code of Ethics and Business Conduct and Rural/Metro's Anti-Kickback Policy.


15.12 Covenant of Further Assurances. Rural/Metro agrees that subsequent to the execution and delivery of this Agreement, and without any additional consideration, Rural/Metro shall perform such further acts and shall execute such additional documents as are reasonably necessary and appropriate to fulfill the intent of the parties under this Agreement and to effect any necessary corrections thereto (as may be requested by the County from time to time). To the extent Rural/Metro committed to any obligation in its Proposal, which is now omitted and not addressed in this Agreement, such obligation is hereby deemed incorporated in this Agreement, and may be memorialized in one or more amendments, prepared and executed by the Parties from time to time, in accordance with the immediately preceding sentence.

15.13 Waiver. The failure of County to insist upon the strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that the County may have, and shall not be deemed a waiver of its right to require strict performance of all terms, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.


15.14 Performance Guarantee. Since Rural/Metro's RFP proposal was evaluated based on the combined financial strength of both Rural/Metro and its parent company Rural/Metro Corporation, concurrently with Rural/Metro's execution of this Agreement and as a condition precedent to the effectiveness of this Agreement, Rural/Metro shall deliver an original guaranty executed by Rural/Metro Corporation ("Performance Guarantee") in the form attached as Exhibit "N".

IN WITNESS WHEREOF, this Agreement is entered into this 14th day of December, 2010 by the County of Santa Clara, and Rural/Metro of California, Inc., a Delaware corporation.

COUNTY OF SANTA CLARA

By: 
Name: Ken Yeager
Title: President, Board of Supervisors
Date: DEC 14 2010

RURAL/METRO OF CALIFORNIA, INC.
A Delaware Corporation


By: 
Michael P. DiMino
President

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

Maria Marinos, Clerk of the Board of Supervisors

APPROVED AS TO FORM AND
LEGALITY:

By: 
Miguel Moreno
Deputy County Counsel

FIRST AMENDMENT
TO
EMERGENCY MEDICAL SERVICES AGREEMENT

This First Amendment to Emergency Medical Services Agreement (“**First Amendment**”) dated as of June 7, 2011 (“the **Effective Date**”), is made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (the “**County**”) and Rural/Metro of California, Inc., a Delaware corporation (“**Rural/Metro**”).

RECITALS

A. The County and Rural/Metro entered into that certain Emergency Medical Services Agreement dated December 14, 2010 (the “**Original EMS Contract**”) to provide Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services to the County for the County’s EOA.

B. The County and Rural/Metro now desire to modify the Original EMS Contract with regard to Rural/Metro’s Remote Access to County information technology systems, networks and related infrastructure.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Rural/Metro hereby agree that the Original EMS Contract is amended, as of the Effective Date as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the Original EMS Contract.
2. EMS Contract. The Original EMS Contract as amended by this First Amendment is hereafter referred to as the “EMS Contract”.
3. Exhibit “P”. As of the Effective Date, Exhibit “P” attached hereto and incorporated herein by reference is added to the Original EMS Contract.
4. Exhibit “P-1”. As of the Effective Date, Exhibit “P-1” attached hereto and incorporated herein by reference is added to the Original EMS Contract.
5. Entire Agreement; Amendment. The EMS Contract constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the EMS Contract. The EMS Contract may not be amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.



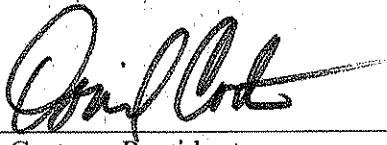
6. Force and Effect. Except as modified by this First Amendment, the terms and provisions of the Original EMS Contract are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this First Amendment and the Original EMS Contract as to the specific matters which are the subject of this First Amendment, the terms and conditions of this First Amendment shall govern and prevail.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

Agreed to for County of Santa Clara:

Agreed to for Rural Metro:

By:




Dave Cortese, President
Board of Supervisors

By:



Michael P. DiMino
President

Attest:



Maria Marinos
Clerk of the Supervisors

Approved as to Form and Legality:



Jennifer S. Sprinkles
Deputy County Counsel

Approved

SECOND AMENDMENT
TO
EMERGENCY MEDICAL SERVICES AGREEMENT

This Second Amendment to Emergency Medical Services Agreement ("**Second Amendment**") dated as of June __, 2011 ("the **Effective Date**"), is made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (the "**County**") and Rural/Metro of California, Inc., a Delaware corporation ("**Rural/Metro**").

RECITALS

- A. The County and Rural/Metro entered into that certain Emergency Medical Services Agreement dated December 14, 2010 (the "**Original EMS Contract**") to provide Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services to the County for the County's EOA.
- B. The County and Rural/Metro subsequently entered into that certain First Amendment to Emergency Medical Services Agreement dated as of June __ 2011 ("**First Amendment**") to allow Rural/Metro access to the County's servers for purposes of providing the Services.
- C. The County and Rural/Metro now desire to further modify the Original EMS Contract with regard to the lockbox account to facilitate compliance with applicable federal laws.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Rural/Metro hereby agree that the Original EMS Contract is amended, as of the Effective Date as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the Original EMS Contract.
2. EMS Contract. The Original EMS Contract as amended by the First Amendment and this Second Amendment is hereafter referred to as the "EMS Contract".
3. Bank Accounts. As of the Effective Date, Section 10.11 of the Original EMS Contract is amended and restated in its entirety to read as follows:

"10.11 Bank Accounts. Rural/Metro shall process revenues for Ambulance Services under this Agreement through the following accounts:

10.11.1 Revenue Collection Account. All monies collected by Rural/Metro from fees for Ambulance Service under this Agreement shall be deposited into an account with JP Morgan Chase (the "**Revenue Collection Account**"). Rural/Metro shall not deposit any monies into the Revenue

Approved

Collection Account which do not pertain to Ambulance Service under this Agreement. The County shall have no security interest in the Revenue Collection Account. Notwithstanding the foregoing, Rural/Metro shall: (1) provide the County copies of all monthly bank statements for the Revenue Collection Account, electronic access to the Revenue Collection Account such that the County may review all deposits and withdrawals on a daily basis, and such additional financial information with respect to the Revenue Collection Account required by the County; (2) at the end of each business day, cause all monies on deposit in the Revenue Collection Account to be automatically withdrawn from the Revenue Collection Account and deposited into the Control Account (defined below); and (3) not withdraw any amounts on deposit in the Revenue Collection Account other than through the Sweep; and (4) not remove, cancel or otherwise terminate the Sweep function for the Revenue Collection Account throughout the term of this Agreement. Each automatic withdrawal from the Revenue Collection Account and deposit into the Control Account is defined as a "Sweep".

10.11.2 Control Account. Rural/Metro hereby grants the County a security interest in all monies deposited in the account governed by the three-party agreement between the County, JP Morgan Chase and Rural/Metro in the form attached hereto as Exhibit "Q" (the "**Control Account**") through the Sweep. Upon a material breach by Rural/Metro (which material breach shall not have been cured in accordance with Section 14.2 of this Agreement), the County (as a secured party with control over the Control Account) shall be entitled to take all proceeds on deposit and apply the same against damages sustained by the County as a result of such uncured material breach. Rural/Metro shall fund the cost of maintaining the Control Account. Upon the expiration of the term of this Agreement, or any extension thereof, all remaining funds in the Control Account shall belong to Rural/Metro and the County shall not have any interest in such funds.

10.11.3 Operational Accounts. Provided that the County has not exercised its rights to the proceeds in the Control Account under Section 10.11.2, Rural/Metro may withdraw all amounts on deposit in the Control Account at the end of each business day and deposit the proceeds into one or more Rural/Metro operating accounts. Rural/Metro shall provide monthly, quarterly and yearly financial reports to the County in such detail and form as the County shall specify, in its sole and absolute discretion, setting forth all costs and expenses incurred by Rural/Metro which are exclusively attributable to Rural/Metro's provision of the Ambulance Services under this Agreement. Rural/Metro shall not include costs or expenses which are attributable to services provided by Rural/Metro other than the Ambulance Services provided under this Agreement in such reports. Notwithstanding the foregoing, nothing herein is intended nor shall it be construed to modify the discretion of the Board of Supervisors under Section 10.4.1."

4. Exhibit Q. As of the Effective Date, Exhibit "Q" attached hereto and incorporated herein by reference is added to the Original EMS Contract.

Approved

5. Remedies. As of the Effective Date, Section 14.3 of the Original EMS Contract is amended and restated in its entirety to read as follows:

“14.3 Remedies. If circumstances constituting a material breach as set forth above are determined to exist, and Rural/Metro fails to cure such breach pursuant to Section 14.2, the County shall have all rights and remedies available at law or in equity under the contract, including termination of the Agreement. The County may pursue one or more remedies, at any time; provided, however, that pursuing any remedy shall not be deemed an election of remedies by the County precluding the exercise of another remedy by the County. By way of example only, and not by way of limitation, the County shall have the right to: (1) recover all damages incurred by the County; (2) exercise its rights as a secured party with respect to the Collateral under Section 5.10; (3) exercise its rights as a secured party to all amounts on deposit in the Control Account under Section 10.11.3; (4) demand payment under the performance bond in accordance with Section 12.1; (5) exercise its rights under the Performance Guarantee (as defined in Section 15.14); and (6) exercise its rights under the letter of credit, concurrently or in any order or combination desired by the County.

14.3.1 If the County has provided Rural/Metro with a notice of breach and offered Rural/Metro the opportunity to cure the breach, the County may require Rural/Metro to pay additional liquidated damages in the amount of \$200,000 as a consequence of such uncured breach in addition to other rights and remedies the County may have.”

6. Letter of Credit. As of the Effective Date, a new Section 12.3 is added to the Original EMS Contract which shall read as follows:

“12.3 Letter of Credit. Rural/Metro shall provide the County a letter of credit in the amount of \$5 million in the form attached hereto as Exhibit “R”. The letter of credit shall be issued by JP Morgan Chase or such other financial institution reasonably acceptable to the County. The letter of credit shall be maintained by Rural/Metro in full force and effect during the entire period of performance under this Agreement. In the event Rural/Metro shall breach this Agreement, the County shall be entitled to exercise its rights under the letter of credit. Rural/Metro acknowledges that if the Issuer (as defined in the letter of credit) notifies the County that the letter of credit shall not be extended or renewed, and Rural/Metro does not provide a substitute letter of credit in a form acceptable to the County in its sole and absolute discretion within forty-five (45) days of such notice, Rural/Metro shall be deemed in breach of this Agreement and the County shall be entitled to draw upon the letter of credit.”

7. Exhibit R. As of the Effective Date, Exhibit “R” attached hereto and incorporated herein by reference is added to the Original EMS Contract.

8. Entire Agreement; Amendment. The EMS Contract constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the EMS Contract. The EMS Contract may not be

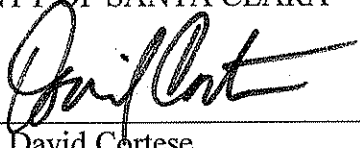
amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

9. Force and Effect. Except as modified by this Second Amendment, the terms and provisions of the Original EMS Contract as amended by the First Amendment are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Second Amendment and the Original EMS Contract as amended by the First Amendment as to the specific matters which are the subject of this Second Amendment, the terms and conditions of this Second Amendment shall govern and prevail.

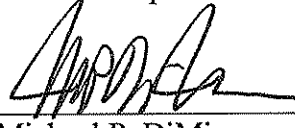
10. Attorneys' Fees. In the event either party initiates litigation to interpret or enforce the terms of this Second Amendment, the prevailing party shall be entitled to recover reasonable costs and expenses incurred in connection therewith including reasonable attorneys' fees, in addition to any other award.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the Effective Date.

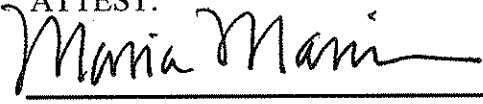
COUNTY OF SANTA CLARA

By: 
Name: David Cortese
Title: President, Board of Supervisors
Date: 6/21/11

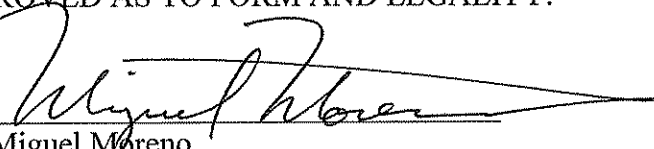
RURAL/METRO OF CALIFORNIA, INC.
A Delaware Corporation

By: 
Michael P. DiMino
President

ATTEST:


Maria Marinos
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

By: 
Miguel Moreno
Deputy County Counsel

Approved

THIRD AMENDMENT
TO
EMERGENCY MEDICAL SERVICES AGREEMENT

This Third Amendment to Emergency Medical Services Agreement ("**Third Amendment**") is made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (the "**County**") and Rural/Metro of California, Inc., a Delaware corporation ("**Rural/Metro**"). This Third Amendment shall be effective as of the date it is fully executed by both parties ("**Effective Date**").

RECITALS

A. The County and Rural/Metro entered into that certain Emergency Medical Services Agreement dated December 14, 2010 (the "**Original EMS Contract**") to provide Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services to the County for the County's EOA.

B. The County and Rural/Metro subsequently entered into that certain First Amendment to Emergency Medical Services Agreement dated as of June 7, 2011 ("**First Amendment**") to allow Rural/Metro access to the County's servers for purposes of providing the Services.

C. The County and Rural/Metro subsequently entered into that certain Second Amendment to Emergency Medical Services Agreement dated as of June 21, 2011 ("**Second Amendment**") with regard to the lockbox account to facilitate compliance with applicable federal laws.

D. The County and Rural/Metro now desire to modify the Original EMS Contract with regard to Rural/Metro's User Fee Schedule for Disposable Supplies and Medications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Rural/Metro hereby agree that the Original EMS Contract is amended, as of the Effective Date as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the Original EMS Contract.
2. EMS Contract. The Original EMS Contract, as amended by the First Amendment, the Second Amendment, and this Third Amendment, is hereafter referred to as the "EMS Contract".
3. User Fees. As of the Effective Date, Section 10.3 of the Original EMS Contract is amended and restated in its entirety to read as follows:

10.3 User Fees. Rural/Metro will charge no more than the amount identified in Exhibit "M," and the pricing levels below, excluding the provisions for increases identified in Section 10. 4, unless otherwise agreed to by the Parties. The Contractor Administrator has the authority to amend, modify, and/or add items to Exhibit "M," per the agreement of the parties.

4. Entire Agreement; Amendment. The EMS Contract constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the EMS Contract. The EMS Contract may not be amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

5. Force and Effect. Except as modified by this Third Amendment, the terms and provisions of the Original EMS Contract as amended by the First and Second Amendments are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Third Amendment and the Original EMS Contract, the First Amendment, and/or the Second Amendment as to the specific matters which are the subject of this Third Amendment, the terms and conditions of this Third Amendment shall govern and prevail.


IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the dates written below.

Agreed to for County of Santa Clara:


Agreed to for Rural Metro:

By:

By:

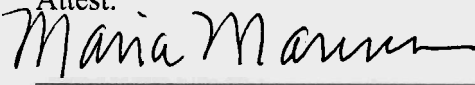

George Shirakawa, President
Board of Supervisors

3-13-12
Date

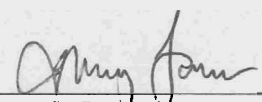

Michael P. DiMino
President and CEO

2/29/12
Date

Attest:


Maria Marinos
Clerk of the Supervisors

Approved as to Form and Legality:


Jenny S. Lam
Deputy County Counsel

FOURTH AMENDMENT
TO
EMERGENCY MEDICAL SERVICES AGREEMENT

This Fourth Amendment to Emergency Medical Services Agreement ("**Fourth Amendment**") dated as of December __, 2013 (the "**Effective Date**"), is made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (the "**County**") and Rural/Metro of California, Inc., a Delaware corporation ("**Rural/Metro**").

RECITALS

- A. The County and Rural/Metro entered into that certain Emergency Medical Services Agreement dated December 14, 2010 (the "**Original EMS Contract**") to provide Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services to the County for the County's EOA.
- B. The County and Rural/Metro subsequently entered into that certain First Amendment to Emergency Medical Services Agreement dated as of June 7, 2011 ("**First Amendment**") to allow Rural/Metro access to the County's servers for purposes of providing the Services.
- C. The County and Rural/Metro subsequently entered into that certain Second Amendment to Emergency Medical Services Agreement dated as of June 21, 2011 ("**Second Amendment**") in order to modify lockbox account requirements so as to facilitate compliance with applicable federal law.
- D. The County and Rural/Metro subsequently entered into that certain Third Amendment to Emergency Medical Services Agreement dated as of March 13, 2012 ("**Third Amendment**") to among other things, allow the EMS Director to authorize modifications to treatment protocol.
- E. The County and Rural/Metro now desire to further modify the Original EMS Contract with regard to the exclusive use of emergency resources.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Rural/Metro hereby agree that the Original EMS Contract is amended, as of the Effective Date as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the Original EMS Contract.
2. EMS Contract. The Original EMS Contract as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment is hereafter referred to as the "EMS Contract".

3. Exclusive Use of Emergency Resources. Notwithstanding anything in Section 3.14 of the Original Contract to the contrary, as of the Effective Date, Rural/Metro may utilize the Human Resource Manager and Ambulance fleet repair technicians previously dedicated exclusively to the satisfaction of Rural/Metro's obligations under the EMS Contract, to satisfy Rural/Metro non-EMS Contract obligations if, but only if, Rural/Metro shall fairly allocate the costs for such technicians to EMS Contract obligations and non-EMS Contract obligations to the satisfaction of the County and report those allocations to the County to the satisfaction of the County.

4. Non-Ambulance Transport Requirements. As of the Effective Date, Section 10.6 of the Original EMS Contract is amended and restated in its entirety to read as follows:

"10.6 Non-Ambulance Transport Requirements. Rural/Metro shall not encumber ambulance transportation for patients that are not in immediate need of transportation by ambulance. Upon approval by the County, Rural/Metro shall develop and implement various non-ambulance transport options for patients in need of non-emergent transportation. Rural/Metro shall work with County to implement various non-ambulance based patient treatment transportation options."

5. Entire Agreement; Amendment. The EMS Contract constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the EMS Contract. The EMS Contract may not be amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

6. Force and Effect. Except as modified by this Fourth Amendment, the terms and provisions of the Original EMS Contract as amended by the First Amendment, Second Amendment and Third Amendment are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Fourth Amendment and the Original EMS Contract as amended by the First Amendment, Second Amendment, Third Amendment as to the specific matters which are the subject of this Fourth Amendment, the terms and conditions of this Fourth Amendment shall govern and prevail.


//
//
//
//
//
//
//
//
//
//
//
//


7. Attorneys' Fees. In the event either party initiates litigation to interpret or enforce the terms of this Fourth Amendment, the prevailing party shall be entitled to recover reasonable costs and expenses incurred in connection therewith including reasonable attorneys' fees, in addition to any other award.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Effective Date.

COUNTY OF SANTA CLARA

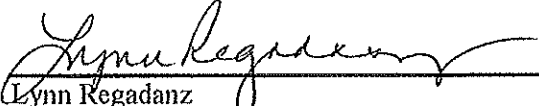
RURAL/METRO OF CALIFORNIA, INC.
A Delaware Corporation

By: 
Name: Ken Yeager
Title: President, Board of Supervisors
Date: DEC 10 2013

By: 
John Wilson, West Zone
Senior Vice President

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:


Lynn Regadanz
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:


By: 
Miguel Moreno
Deputy County Counsel

EXHIBIT A

DEFINITIONS

Advanced Life Support (ALS) 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 hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital.

ALS First Responder means a first responder who is licensed and accredited at the ALS level to render emergency medical care and who is employed by a county-recognized first responder agency.

Ambulance means (1) a vehicle, including aircraft, specially constructed, modified or equipped, or arranged, used or operated for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated person(s) in need of medical care, (and which operates or may operate Code 3 with emergency lights and siren or the equivalent); or (2) an air ambulance or rescue aircraft, as defined in Title 22, Division 9, of the California Code of Regulations. The meaning includes but is not limited to privately owned ambulances and paramedic units.

Ambulance Service means the activity, business or service for hire, profit or otherwise of (1) transporting one (1) or more persons by ambulance on or in any of the streets, roads, highways, alleys or any public way or place; or (2) utilizing an EUV or rescue aircraft for prehospital emergency medical services. For purposes of calculating Rural/Metro's Response Time, EUV responses shall be disregarded.

Ambulance Service Permit means written authorization by the county to provide ALS or BLS or CCT ambulance service.

Arrival at Incident Location is defined as the moment the EMS personnel notify the Communications Center that the ambulance has come to a complete stop at its parking position at the scene of an incident (e.g. the entrance to a specific apartment building, not merely the entrance to the apartment complex in general; or at an actual collision scene, not merely an approach location within sight of the collision).

Attendant means a trained and/or qualified individual who, regardless of whether he/she also serves as driver, is responsible for the care of patients and who has met all licensing, certification and other requirements in applicable state laws and regulations. The term includes Emergency Medical Technicians (EMTs), paramedics, and Authorized Registered Nurses, as those terms are used in Division 2.5 of the Health and Safety Code, section 1797 et seq.

Basic Life Support (BLS) means emergency first aid and cardiopulmonary resuscitation procedures that, 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.

BLS First Responder means a first responder who is trained and certified at the BLS level to render emergency medical care and who is employed by a county-recognized first responder agency.

Contract Administrator is the Santa Clara County EMS Agency Director.

Contract Manager shall be a senior manager within the Santa Clara County EMS Agency as appointed by the Santa Clara County EMS Director.

Communications Center is the emergency medical emergency dispatch center from which all emergency ambulances operating in the EOA are dispatched and controlled. This shall mean Santa Clara County Communications.

Computer Aided Dispatch (CAD) is a system of computer hardware and software that facilitates call taking, resource dispatch and deployment, dispatch and unit times documentation, creating and real time maintenance of incidents, data base and management information system.

County Communications means the Communications Center.

Emergency is defined as a perceived need for immediate medical attention or an incident in which the potential for such need for immediate medical attention is perceived by emergency medical personnel or public safety personnel, and in which a delay in providing such services may aggravate the medical condition or cause the loss of life.

Emergency Run (or "Call" or "Event") is a response by a first responder and / or transport team to a 9-1-1 call for medical assistance.

EMS means emergency medical services.

EMS Agency has the same meaning as "local EMS agency" in Health and Safety Code section 1797 et seq., of Division 2.5 / Santa Clara County EMS Agency.

EMS Medical Director is the EMS Medical Director for the County of Santa Clara.

EMS System means a network of all the people and resources that work on a circular response continuum which includes prevention activities/public education, regulatory oversight, preparedness, training/education of multi-disciplinary personnel, out-of-hospital emergency response to the ill and injured, medical direction, emergency department assessment/treatment, specialty intensive care units, rehabilitation as appropriate, data analysis and evaluation, and re-training.

EMS Utility Vehicle (EUV) a privately owned and EMS Agency approved vehicle used for prehospital emergency medical response, which operates or may operate with emergency lights and siren or the equivalent.

EMS Trust Fund means the Santa Clara County Emergency Medical Services Trust Fund. The EMS Trust Fund is funded by response time performance liquidated damages, and other non-compliance liquidated damages as identified in this agreement. The funds are then expended in a manner that benefits the County's Emergency Medical Services System as determined in the sole and absolute discretion of the County.

Exception means a late response as determined by response time criteria.

Exclusive Operating Area (EOA) is defined as the EMS area or sub-area defined in the EMS plan within which only the designated emergency medical care and transport service may provide prehospital emergency medical care and transport services in response to calls received through the 9-1-1 system for a defined period of time.

Exemption is a determination to exclude an EMS event from the predetermined response time criteria due to factors outside the Contractor's/Subcontractor's control.

First Responder means a person, such as a police officer or firefighter, who is trained in urgent medical care and other emergency procedures and responds quickly to emergency medical events or disasters.

First Responder Agency is defined as any public agency that has a current agreement with the County to respond to medical emergencies when dispatched in order to assess the scene, initiate emergency medical treatment and document care prior to the arrival of the ALS Transport Team.

Lame Duck Period means the period of the contract between the identification of a successor and the end of the contract.

Liquidated Damages are the quantified damages payable by the ambulance service provider to the county for the ambulance service provider's failure to do or fulfill the conditions set in the agreement. All the losses resulting in liquidated damages to the County are difficult to quantify, but the amount of liquidated damages represents a fair approximation of the damages incurred and are not intended as a penalty.

Lockbox means a bank account with the County's depository bank through which deposits shall be collected periodically throughout the day. The bank managing the lockbox account shall furnish Rural/Metro and the County with a computer listing of payments received by account, together with a daily total. The use of a lockbox reduces processing float, and provides the County with verification of Rural/Metro's revenue and a security interest in the amounts on deposit.

Medical Direction is direction given to prehospital EMS personnel, in accordance with EMS Agency policy, by the County EMS Medical Director, through standing orders, or through direct voice contact with a Base Hospital Physician or with an approved or accredited mobile intensive care nurse (MICN) with or without vital sign or other telemetry.

Medical Health Operations Center means the facility used by the County's EMS Agency and the Public Health Department to conduct disaster medical-health planning and event operations.

Medical Protocol is any written statement of standard procedure, or algorithm, promulgated by the County EMS Medical Director as the accepted standard of prehospital care for a given clinical condition.

Non-Red Lights and Siren (Non-RLS) is a response to an emergency that has been designated in strict accordance with approved protocols as non-life threatening at call reception by County Communications personnel or other PSAP personnel. Vehicles responding Non-RLS shall obey all traffic signs and respond without the use of red lights and siren.

Permit Holder means an entity issued an ambulance service permit by the County Permit Officer.

Red Lights and Siren (RLS) is a response to an emergency that has been designated in strict accordance with approved protocols as life threatening by County Communications personnel or other PSAP personnel.

Response Time or Response Interval means the time interval commencing with the receipt of a request for service by an ambulance service provider until the ambulance operated by the service provider reports that it has arrived and has come to a complete stop at the scene, site or place of the request.

Stanford Lands Parcel means the unincorporated area serviced by the City of Palo Alto pursuant to the Exclusive Operating Agreement between the County and the City of Palo Alto.

Unit Hour is each one (1) hour period or portion thereof, calculated to two decimal places, that one fully-equipped and properly staffed Paramedic Unit is available to be or is being utilized by the system, whether that Paramedic Unit is assigned to an event or not.

Unit Hour Utilization Ratio is a measurement of system efficiency calculated by dividing the number of transports during a fixed period by the number of unit hours deployed for that same period. This calculation can be done using one or multiple units.

Zone means both zone and subzone for purposes of this Agreement.

EXHIBIT B
COMMUNICATIONS

The Santa Clara County Communications Department "County Communications," shall provide Emergency Medical Dispatching (EMD) services for Rural/Metro, utilizing Medical Priority Dispatch System (MPDS).

County Communications will work closely with the Rural/Metro on efforts aimed at optimizing service delivery, effectiveness and overall quality, including but not limited to dispatching methodology, alerting systems, move-up plans and disaster mitigation as approved by the EMS Agency.

Medical Call Processing

Calls for medical assistance shall be triaged utilizing an Emergency Medical Dispatch (EMD) protocol reference system approved by the EMS Agency and shall include:

- Receiving and processing calls for emergency medical assistance from primary and/or secondary Public Safety Answering Points (PSAP) as contracted and for NAED certified fourth-party entities.
- Caller interrogation questions
- Dispatch pre-arrival instructions to callers
- Coding protocols that allow dispatcher's to evaluate the severity of a reported injury or illness and recommend the most appropriate vehicle code of response
- Provide post-dispatch instructions to callers

Medical Radio Dispatching

- Factor in Rural/Metro's ambulance deployment plan
- Monitor and track medical resources
- Relay information to medical-health units
- Coordinate with public safety and EMS providers as needed
- Develop dispatch procedures cooperatively with the EMS Agency and Rural/Metro for final approval by the EMS Agency

Computer Aided Dispatch (CAD)

- County Communications will use their custom CAD Computer Aided Public Safety System (CAPSS) and utilize internal County Information Services Department (ISD) personnel for CAD maintenance including but not limited to versioning upgrades, incorporation of GIS-based geo coding, GIS-based unit recommendation and display of information in a common operating picture format.
- In the event of a CAD outage County Communications employs a continuity of operations manual mode dispatching plan.
- At a cost to Rural/Metro, and upon EMS Agency approval, County Communications will complete initial programming necessary to support the selected Rural/Metro's systems needs, and will make timely CAD system modifications and/or enhancements in the future when needed to support Rural/Metro requests to modify dispatch procedures for ambulance deployment.

- County Communications will provide remote CAD query and one-way or two-way data access to Rural/Metro to facilitate service delivery and performance monitoring.
- Rural/Metro shall ensure their own information systems hardware, software and personnel are capable of receiving and processing requested data including, but not limited to, the ability to continuously monitor data transfer system stability and resolve system failures in a mutually agreed upon timeframe.

CAD and IT Support Services

Requests for updates to the CAD and related programs shall be submitted, using the approved EMS Agency form, to the EMS Agency for approval. Upon EMS Agency approval, County Communications shall respond within five (5) business days to all of Rural/Metro's written requests for Dispatch and/or IT support services, including modification to CAD programming, program tables, etc., with an estimated number of hours, cost (if applicable) and, when necessary, present questions, concerns and issues requiring additional discussion and resolution.

Minor system enhancements are covered within the annual fees paid by the Rural/Metro at no additional cost. Major system enhancements, above and beyond normal maintenance needs, are performed at a cost to the Rural/Metro, based on the current fiscal year published ISD rates. Annual funding for IT support is maintained within each dispatch discipline to cover general/basic CAD system maintenance, minor modifications or enhancements. Each EMS - IT request form will be evaluated by County Communications, County ISD and the EMS Agency to determine costs and minor/major project distinction. Major system enhancements are primarily identified by scope of work, complexity, impact on CAPSS systems and dispatch personnel i.e., (operational/procedural changes, level of training effort, etc.) within a specific CAD community (law, medical, fire or local government).

Dispatch Operations Support Services Liaison

A Senior Communications Dispatcher assigned to Support Services shall serve as Rural/Metro's single point of contact for all operational matters that can be addressed during normal business hours. Issues of a time-sensitive nature, occurring outside normal business hours, shall be directed to the on-duty County Communications Operations Supervisor by telephone.

Rural/Metro shall identify a primary Communications Liaison who will serve as their single point of contact for County Communication's Support Services liaison. Any issues of a time-sensitive nature, occurring outside normal business hours shall be directed between the on-duty Rural/Metro field supervisor and the on-duty County Communications Operations Supervisor.

Technical Services

County Communications' Technical Services Division provides engineering design, implementation and maintenance services to support the sophisticated radio and computer infrastructure systems and individual mobile and portable hand-held radio equipment used by Dispatch Operations.

Technical Support staff is responsible for 24/365 services specifically related to the installation, maintenance, repairs and/or upgrade of EMS System Communication equipment and infrastructure.

Current performance standards require public safety radio systems operate 99% of the time without major system problems and 95% of the time without minor systems problems.

The Rural/Metro shall receive access to County owned and maintained voice and data infrastructure systems and to infrastructure technical support services under the base fee. Costs associated with Rural/Metro owned subscriber units (hand-held and mobile radios) are not included in the base charge and are extra as described below.

Mobile Radio Requirements

Each ambulance and supervisor vehicle shall be equipped with a mobile radio as specified by Santa Clara County Pre-Hospital Care Policy and programmed in accordance with the EMS Communications Plan.

Two-way mobile radios used on the County EMS radio systems will be chosen from an approved list maintained by the County Communications Department. The approved list will consist of radio tiers for each application to ensure adherence to current industry and system performance standards. At minimum, radios used will be capable of transmitting and receiving audio within the 700-800 MHz frequency band and shall be Project 25 Phase II compliant, digital capable, supporting P-25 Common Air Interface (CAI), conventional and trunked system protocols, and Over-the-Air Rekeying (OTAR) and/or Over-the-Air Programming (OTAP). Multi-band (136-800 MHz) capable radios are preferred. The Rural/Metro may, at no cost, submit alternative brands and models for County consideration to be added to the approved radio list.

All mobile radio programming, preventative maintenance, and repairs will be performed by the County Communications Department Technical Services Division, or its designee, at a cost to the Rural/Metro, based on current fiscal year published technical rates for service.

Rural/Metro may have the radio equipment installed or removed by a service provider of their choice. A no-cost pre-installation meeting is recommended to ensure compliance with technical standards and consistency of installations within Rural/Metro's ambulance fleet vehicles. A required post-installation inspection and unit activation shall be performed by the County Communications Department Technical Services Division, or its designee, at a cost to Rural/Metro. Post-installation and activation services shall not exceed 1 hour in billable costs. Any required repairs, if performed by County Communications, shall be billed on a time and material basis, based on current fiscal year published technical rates for service.

Any changes to the County EMS radio communication systems requiring reprogramming of the mobile radio equipment will be performed by the County Communications Department, Technical Services Division or its designee at a cost to Rural/Metro.

Should the County EMS radio communication system be upgraded or replaced within the terms of the contract, Rural/Metro at their cost will upgrade or replace their radio communication equipment to be compatible with and operate on the new system.

The County Communications Department will make every effort to provide advanced notification to Rural/Metro for timely compliance with system changes.

Rural/Metro shall maintain a minimum cache of five (5) spare mobile radios maintained at County Communications.

Portable or Handheld Radio Requirements

Each crew member assigned to an ambulance or Rural/Metro response unit shall be equipped with a portable radio and programmed in accordance with the EMS Communications Plan.

Two-way portable radios used on the County EMS radio systems will be chosen from an approved list maintained by the County Communications Department. The approved list will consist of radio tiers for each application to ensure adherence to current industry and system performance standards. At minimum, radios used will be capable of transmitting and receiving audio within the 700-800 MHz frequency band and shall be Project 25 Phase II compliant, digital capable, supporting P-25 Common Air Interface (CAI), conventional and trunked system protocols, and Over-the-Air Rekeying (OTAR) and/or Over-the-Air Programming (OTAP). Multi-band (136-800 MHz) capable radios are preferred. Rural/Metro must be able to communicate on State Fire White 1, 2, 3 and CALCORD (VHF frequencies, 150-160 MHz), and State MEDNET (UHF frequency, 460-465 MHz). Rural/Metro may, at no cost, submit alternative brands and models for County consideration to be added to the approved radio list.

All portable radio programming, preventative maintenance, and repairs will be performed by the County Communications Department Technical Services Division, or its designee, at a cost to Rural/Metro.

Any changes to the County EMS radio communication systems requiring reprogramming of the hand-held radio equipment will be performed by the County Communications Department Technical Services Division, or its designee, at a cost to Rural/Metro.

Should the County EMS radio communication system be upgraded or replaced within the terms of the contract, Rural/Metro at their cost will upgrade or replace their radio communication equipment to be compatible with and operate on the new system.

The County Communications Department will make every effort to provide advanced notification to Rural/Metro for timely compliance with system changes.

Rural/Metro shall ensure that radio communications can be transmitted and received from each fixed ambulance station and Rural/Metro's headquarters. If necessary, additional equipment shall be purchased and installed at a cost to Rural/Metro.

Rural/Metro shall maintain a minimum cache of five (5) spare radios for repair purposes.

Rural/Metro shall maintain five caches of six (6) portable radios each for use within the EMS System. Each EMS Supervisor Vehicle on duty shall contain a radio cache.

Mobile Data Terminals (MDT)/Mobile Digital Computers (MDC)

Rural/Metro shall provide and install mobile data terminals/computers in each ambulance and each field supervisor vehicle. The MDT/MDC shall enable two-way data communication of call information and unit status between County Communications, ambulances, field supervisor units, and the EMS Agency.

Rural/Metro shall provide and install MDT/MDCs in five (5) EMS Agency emergency response vehicles. The MDT/MDC shall enable two-way data communication of call information and unit status between County Communications, ambulances, field supervisor units, and the EMS Agency. The MDT/MDC equipment shall be selected and approved by the EMS Agency. The MDT/MDC shall be installed and functional by June 1, 2011 at the expense of Rural/Metro.

Global Positioning System (GPS) Automatic Vehicle Location (AVL) Requirements

Rural/Metro's ambulances and field supervisor vehicles are required to have GPS\AVL equipment. Rural/Metro will utilize the MARVLIS (Mobile Area Routing and Vehicle Location Information System) as the Automated Vehicle Location (AVL) and Mobile Data Computer (MDC) system, which shall integrate with the County's CAD system.

All GPS\AVL programming, preventative maintenance, and repairs will be the responsibility of Rural/Metro.

Rural/Metro may have the GPS\AVL equipment installed or removed by a service provider of their choice. A no-cost pre-installation meeting is recommended to ensure compliance with technical standards and consistency of installations within Rural/Metro's ambulance fleet vehicles. A required post installation inspection and unit activation shall be performed by the County Communications Department Technical Services Division, or its designee, at a cost to Rural/Metro. Post installation and activation services shall not exceed 1 hour in billable costs. Any required repairs, if performed by County Communications, shall be billed on a time and material basis, based on current fiscal year published technical rates for service.

Any changes to the Rural/Metro GPS\AVL system requiring reprogramming of the equipment will be performed by the County Communications Department Technical Services Division, or its designee, at the cost of Rural/Metro.

Should GPS\AVL system be upgraded or replaced within the terms of the contract, Rural/Metro, at their cost, will upgrade or replace their GPS\AVL equipment to be compatible with and operate on the new system.

Telephone, Tone and Voice Pager Requirements

Rural/Metro shall be responsible for insuring redundant unit alert capabilities.

Rural/Metro shall install, at their cost, a private telephone line at each Rural/Metro ambulance station, headquarters, or at other facilities as necessary. The number shall be unpublished and made available to the EMS Agency, County Communications, and other agencies as deemed necessary to provide system redundancy and for effective delivery of services, as approved by the County.

Rural/Metro's personnel will carry at a minimum a one-way UHF analog tone & voice pager. One-way UHF analog tone and voice pagers used on the County's EMS paging system will be chosen from an approved list maintained by the County Communications Department. Rural/Metro may submit, at no cost, alternative brands and models for County consideration to be added to the approved pager list.

All pager programming, preventative maintenance, and repairs will be performed by the County Communications Department Technical Services Division, or its designee, at a cost to Rural/Metro.

Any changes to the County EMS UHF paging system requiring a reprogramming of the equipment will be performed by the County Communication Department Technical Services Division, or its designee, at a cost to Rural/Metro.

Should the County EMS UHF paging system be upgraded or replaced within the terms of the contract, Rural/Metro, at their cost, will upgrade or replace their pager equipment to be compatible with and operate on the new system.

The County Communications Department will make every effort to provide advanced notification to Rural/Metro for timely compliance with system changes.

Rural/Metro may also propose other unit alerting methods that are approved by the EMS Agency and are supported by the County Communications infrastructure, which may include radio pagers, voice pagers, or other device. Any alternatives approved by the County will be paid for by Rural/Metro.

Communications Equipment Replacement

As with all electronic communications devices, manufacturer support will at some point be discontinued. When support for a required electronic device is discontinued by the manufacturer, Rural/Metro at their cost will replace the device once it has been determined the functionality of the device no longer complies with the minimum performance standards set by the County for use on any applicable County EMS communication system.

The County Communications will make every effort to provide advanced notification to Rural/Metro for timely compliance with communications equipment replacement needs.

Contractor Operations-Specific Requirements

Rural/Metro shall be responsible for the insuring that their dynamic system status management/standards of coverage plan are implemented and functional before July 1, 2011. Rural/Metro shall be responsible for all implementation costs.

Rural/Metro shall be responsible for managing dynamic system deployment during times of system surge. This shall synchronize with the standards of the County Communications Center and the EMS Agency.

Rural/Metro must implement a system for recalling personnel to duty at Rural/Metro's cost. This may be facilitated in cooperation with County Communications.

Approved

EXHIBIT C

COMMUNITY ENHANCEMENTS

Community Enhancements

Rural/Metro agrees to build positive relationships with its customers, including addressing significant differences, if any, in different customer groups or market segments. This includes sharing recognition with all stakeholders of the Santa Clara County EMS system in public relations and education efforts.

Rural/Metro will participate in any community events initiated by EMS System partners in the County.

Education Requirements

Rural/Metro shall provide a list of programs and associated goals that will be offered including a basic schedule that covers a minimum of six months. This information will be submitted to the County six months in advance. The training plan will include mass CPR/AED training initiatives for the public no less than semi-annually in coordination with the County.

Rural/Metro agrees to continue any existing community education programs or outreach activities that have been offered by the previous ambulance provider. The County will assist Rural/Metro in working with the departing ambulance service provider during the transition/lame duck period. Rural/Metro may make recommendations to the County as to which programs should be continued and which may be modified after a review of the services that are offered.

Rural/Metro agrees to implement a media effort that will surround each quarterly campaign to educate the public about timely health topics in coordination with the County.

Rural/Metro will coordinate with the County to work with community and business leaders to be involved in parades, health fairs, street fairs and other local community events.

Rural/Metro agrees to tailor programs to address prevalent health issues in specific communities, and materials and presentations will be developed multiple languages as necessary to reach target audiences. This will be accomplished by working closely with the EMS Agency to identify specific health issues and tailor programs to address them.

Santa Clara County EMS Foundation

Rural/Metro agrees to establish a Santa Clara County EMS 501(c)3 Foundation to facilitate contributions from the community for enhanced equipment, technology and training for the Santa Clara County EMS System to include public and private partners. The foundation's board will include representatives from the County EMS Agency, fire departments, hospitals, businesses and other community leaders.

Prior to use of funds, the Foundation shall receive approval from the County to implement any recommended enhancements or purchases in order to enhance services within the Exclusive Operating Area.

Public Access Defibrillation (PAD) Program

Rural/Metro will provide expert assistance and resources in expanding the County's PAD program by administering and augmenting the County's PAD program at no cost, including the establishment of a custom "Santa Clara County EMS Project Heart Beat" (or similar branding approved by the County) to include a separate website which is under the direction of the EMS Agency.

Santa Clara County EMS Project Heart Beat will be implemented as a one-stop-shop for public access defibrillation. In addition to helping to place AEDs, the program will provide clients with CPR/AED training and, in the event an AED is used on a patient, 24-hour on-call response services that include Critical Incident Stress Management debriefings by expertly trained Rural/Metro personnel. Through a custom website, Santa Clara County EMS Project Heart Beat ensures designated site liaisons check their AEDs on a regular basis, ensuring they are "rescue ready" at all times. This program shall be implemented by December 31, 2011.

School Programs

Rural/Metro will reach out to local schools to conduct ambulance tours and educate children and young adults about emergency medical services. To ensure parents are aware of what their children learned, Rural/Metro will send home collateral educational materials with students so that parents may understand the 911 system and become more aware of safety services available in Santa Clara County.

Rural/Metro will partner with local area high schools and participate in the Every 15 Minutes program to ensure the youth see firsthand the dangers of drunk driving. Rural/Metro will also coordinate with schools and local health organizations to be involved in career and health fairs.

Community Education Schedule

In cooperation with the EMS Agency and fire departments, Rural/Metro will submit an annual community education plan to the County for approval. The program will be adjusted to address specific public health initiatives, such as H1N1 preparedness or seasonal programs such as pool safety.

Customer Hotline

Rural/Metro will establish a Customer Access Hotline number and publish it in telephone directories and on the designated website. Calls will trigger a page to an on-duty Rural/Metro field supervisor who will promptly address critical issues. Non-critical inquiries will be attended to as soon as possible but no later than the end of the next business day.

To ensure prompt customer service, calls to the hotline number will be tracked as an indicator for customer service and reported on a monthly basis to Rural/Metro's leadership team, and the EMS Agency.

Outreach via Social Media

Rural/Metro will implement a media effort that will utilize several avenues of social Media outlets—including, but not limited to; Twitter, Facebook and YouTube. The program purpose is to maximize public safety campaigns, engage and educate the public about timely health topics in coordination with the County.. Rural/Metro will publicize key occurrences and events (promotions, fundraising events) and more. A Santa Clara County EMS System Safety Blog will be established that will feature articles from workforce and management about leading current issues and events in emergency medical services as approved by the EMS Agency.

Patient Satisfaction Program

Rural/Metro's monthly "Vital Signs" are quantitative indicators of contractual requirements that shall be reported to the system stakeholders and reviewed internally at a monthly leadership meeting. Vital Signs that indicate patient satisfaction include: meeting response times, monthly community education hours, customer service survey responses and other indicators. Vital Signs will be customized for Santa Clara County, with the input of the EMS Agency and the fire first response agencies.

Additionally, Rural/Metro will send 300 postage-paid monthly surveys to randomly selected patients who used emergency medical services in Santa Clara County.

Vital Signs and Customer Survey information will be reviewed at least once a month at leadership meetings to make certain contractual and customer service requirements are being met.

Customer Inquiries

Rural/Metro's supervisor will be assigned to take customer complaints and lost item inquiries. The supervisor will inform the respective crew of the complaint. Inquiries will be logged along with the outcome of the investigation, and a monthly log will be submitted each month to the EMS Agency. The log will also be used for training purposes to demonstrate what the organization can improve upon.

Rural/Metro shall submit a report of all complaints received and their appropriate disposition/resolution to the EMS Agency on a monthly basis. Copies of any inquiries and resolutions of a clinical nature shall be referred to Rural/Metro's Medical Advisor within 24 hours. The Clinical Quality Team will track and manage any issues of a clinical nature through the CQI process.

Rural/Metro will ensure that non-clinical issues, such as lost or found patient property, are followed through to resolution. The management team analyzes the monthly Customer Inquiry Report to identify and address any trends.

EXHIBIT D

RESPONSE TIME REQUIREMENTS

Table 1: Response Time Requirements in the Urban Response Zone.

URBAN Response Requirements			
MPDS Priority	First Response	Ambulance	Notes
Alpha	12:59 RLS ¹ / No RLS	16:59 No RLS	1. First Response unit ALS or BLS 2. Ambulance simultaneous dispatch
Bravo	7:59 RLS	16:59 No RLS	1. First Response unit ALS or BLS 2. Ambulance simultaneous dispatch 3. Ambulance ALS
Charlie	7:59 RLS	11:59 RLS	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Delta	7:59 RLS	11:59 RLS	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Echo	7:59 RLS	11:59 RLS	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Omega		59:59 No RLS	1. May not have First Response 2. Transport may be a non-ambulance 3. ALS or BLS resources 4. Call "Type" determines resource used

¹ RLS means "red lights and siren—an emergency response. Fire agencies may respond as each agency deems appropriate; however, the time requirements will remain as shown in these tables.

Table 2: Response Time Requirements in the Suburban response zone.

SUBURBAN Response Requirements			
MPDS Priority	First Response	Ambulance	Notes
Alpha	14:59 RLS/ No RLS*	21:59 No RLS*	1. First Response unit ALS or BLS 2. Ambulance simultaneous dispatch.
Bravo	9:59 RLS*	21:59 No RLS*	1. First Response unit ALS or BLS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Charlie	9:59 RLS*	16:59 RLS*	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Delta	9:59 RLS*	16:59 RLS*	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Echo	9:59 RLS*	16:59 RLS*	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Omega		89:59 No RLS*	1. May not have First Response 2. Transport may be a non-ambulance 3. ALS or BLS resources 4. Call "Type" determines resource used

Approved

Table 3: Response Time Requirements in the Rural and Wilderness zones.

RURAL / WILDERNESS Response Requirements			
MPDS Priority	First Response	Ambulance	Notes
Alpha	21:59 RLS/No RLS*	41:59 RLS or No RLS*	<ol style="list-style-type: none"> 1. First Response unit ALS or BLS 2. Ambulance <u>by request only</u> 3. Ambulance, RLS/No RLS, ALS or BLS as requested.
Bravo	11:59 RLS*	41:59 RLS or No RLS*	<ol style="list-style-type: none"> 1. First Response unit ALS or BLS 2. Ambulance simultaneous dispatch. 3. Ambulance, RLS/No RLS, ALS or BLS as requested
Charlie	11:59 RLS*	21:59 RLS*	<ol style="list-style-type: none"> 1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Delta	11:59 RLS*	21:59 RLS*	<ol style="list-style-type: none"> 1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Echo	11:59 RLS*	21:59 RLS*	<ol style="list-style-type: none"> 1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Omega		As soon as possible No RLS*	<ol style="list-style-type: none"> 1. May not have First Response 2. Transport may be a non-ambulance 3. ALS or BLS resources 4. Call "Type" determines resource used

Approved

EXHIBIT E

Damages for Non-Compliance with Other Standards	
Liquidated Damage Amount	Damage Trigger
\$2,500	Failure to submit any monthly or quarterly report required herein by either the seventh day of the month following the month for which the report pertains, or if the seventh day occurs on a Saturday or Sunday, the first Monday after the seventh day; and \$1,000 per day until the report is received.
\$2,500 per incident	Failure to submit responses within five business days to inquiries or tasks assigned by the Contract Manager.
Up to \$5,000 per ambulance per incident	For each incident during which the provider fails to have equipment or supplies on board any ambulance as required by the County.
\$5,000 per incident	Reporting "unit arrived on scene" before the unit actually comes to a complete stop at the specific address or location. This can be determined through random audit, or reported to the EMS Agency through witnesses, first response personnel, or ambulance personnel.
\$2,500 per incident	Failure to immediately report any failure to meet standards required herein which may place the health and well-being of the people of Santa Clara or the County's EOA in jeopardy, or any significant clinical, contract or staffing event, including but not limited to: <ul style="list-style-type: none"> •Any ambulance being involved in a motor vehicle accident with significant damage or injury. •Chronic staffing shortages that cannot be relieved with routine levels of overtime hours as determined by the Contract Manager. •Chronic failure to comply with incident command requirements.
\$500 per incident	Failure to maintain workloads for each unit below the maximum unit-hour utilization rate per reporting period for scheduled 24-hour shifts. The maximum allowed UHU for 24-hour shifts is 0.40
\$1,000 per incident	Vehicle failure while in the commission of 9-1-1 services (except failure caused by County verified manufacturer defect)
\$250 per incident	Failure to accurately complete a patient care record and enter into the Electronic Records Data Base within the specified time established by the County
\$1,000 per occurrence	Use of a mutual aid provider when provider is not part of a CAA.
\$1,000 per occurrence	Failure to maintain minimum number of ambulances.
\$1,000 per day or portion thereof	Failure to provide prehospital quality assurance information on the date required
\$10,000 per incident	Assigning personnel to field duties when those personnel do not hold the appropriate EMT or Paramedic authorization issued by Santa Clara County.

Approved

EXHIBIT F

FLEET & EQUIPMENT REQUIREMENTS

Ambulance Specifications

Ambulances will be custom-designed and identically configured by to transport all County-required equipment, two (2) recumbent patients and crew without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled. The ambulance will also have the ability to mount the gurney to the floor. The ambulance will meet all Federal Specification KKK-A-1822E standards, and subsequent revisions, and will be certified to meet the specifications in effect at the date of manufacture.

Ambulance specifications, which meet all of the County's RFP requirements, include:

- Gross Vehicle Weight 14,500 lbs.
- Wheelbase 158"
- Box dimensions 164"-by-98"
- Onboard Battery Chargers
- CPR Seat for Cardiac Patients
- Backboard compartment accessible from both sides of the vehicle for safety
- A jump seat at the head of the gurney, equipped with a child safety seat
- Narcotics lock boxes with dual locking systems for added security
- Emergency door latch release cables, so that patients can be moved quickly in the event of door rod or handle failure
- Four-battery system; two for normal vehicle operations and two for maintaining any equipment that requires constant battery power, such as radio memory or portable suction units. They also serve as emergency start batteries should the primary batteries become too discharged to start the engine.
- Keyless entry via a pocket remote
- Aluminum center console for electrical controls, radios, MDC mount, siren controller, portable radio chargers and cup holders
- Rear lighting: Two large red LED lights at top of box, below drip rail
Two large amber LED lights positioned to show through rear door windows when doors are in the open positions.
Two medium red LED lights above the diamond plate rear skirt
- Front lighting: Two steady red lights mounted on the grill
One full-length LED light bar mounted to the front of the box just below the drip rail, compatible with Opticom emitter
- Opticom traffic emitters enhance safety
- Wireless communications capabilities
- G-force activated cameras which also activate during Code 3 operation (when emergency lights and/or siren are activate).
- Refrigeration units for cooling pharmaceuticals.

Clinical Care Equipment

All Rural/Metro vehicles will be supplied and equipped according to the County's equipment and supply standards.

Rural/Metro will use the following equipment.

- Philips HeartStart MRx Defibrillator/Monitor
- EZ-IO Intraosseous Infusion System/Vidacare's EZ-IO (pending County EMS Medical Director Approval)
- Pulmonary O₂-RESQ C-PAP (pending County EMS Medical Director Approval)
- Combat Application Tourniquet (pending County EMS Medical Director Approval)

Rural/Metro will submit new equipment requests through the Prehospital Providers Advisory and Medical Control Advisory Committees.

Equipment Maintenance

Any equipment with a deficiency that compromises, or may reasonably compromise, its function shall be immediately removed from service. In addition, ambulances or equipment that has defects, including significant visible or cosmetic flaws are removed from service without undue delay.

Rural/Metro shall ensure that all DME undergo preventative maintenance according to the manufacturers' instructions, maintaining logs for the life of all equipment.

Equipment Name	Type of Maintenance	Frequency
CPAP device	Inspect, test, measure, calibrate and repair	Semi-Annual
Extremity Traction Splint	Safety Check Inspection	Daily
Stair Chair	Safety Check Inspection	Semi-Annual
Gurney	Safety Check Inspection	Semi-Annual
KED type device	Safety Check Inspection	Daily
Pediatric Immobilization device	Safety Check Inspection	Daily
Portable Medication Box	Safety Check Inspection	Daily
Portable cardiac monitor	Inspect, test, measure, calibrate and repair	Semi-Annual
Portable Defibrillator/Pulse Oximeter/CO ₂ Monitor	Inspect, test, measure, calibrate and repair	Semi-Annual
Portable Oxygen with Regulator	Inspect, test, measure, calibrate and repair	Daily
Portable suction (battery powered)	Inspect, test, measure, calibrate and repair	Daily
Spinal Immobilization Device W/Straps	Safety Check Inspection	Daily
Standard Airway Bag or Box	Safety Check Inspection	Daily
Standard Trauma Bag or Box	Safety Check Inspection	Daily

Medical Supply Warehousing

Rural/Metro will run a centralized medical supply warehouse in Santa Clara County. This warehouse will distribute all medical supplies through a single channel to help minimize waste and maximize efficiency. In order to ensure fast, accurate supply inventory counts, Rural/Metro will use a state-of-the-art Radio Frequency Identification (RFID) from OATSystems to maintain a Just-in-Time inventory process.

Rural/Metro agrees to provide storage space for EMS System resources to include medical trailers, vehicles, Disaster Medical Support Units, etc. at no cost.

Supervisor Vehicles

To reduce vehicle emissions, Rural/Metro will provide its supervisors with environmentally friendly Flex Fuel vehicles.

Rural/Metro will purchase and place in service nine 2011 Ford F-150 XLT or equivalent GMC trucks throughout Santa Clara County. These vehicles will feature:

- An LED light bar, sirens, and traffic warning lights
- A 4.6-liter V8 engine to help maximize fuel consumption
- 4-by-4 capabilities to provide reliable response in rugged or off-road areas
- Crew cab and a 6-foot bed with shell

Rural/Metro shall ensure that all vehicles will contain County-approved radios and other communications equipment, as well as work stations designed to assist in command situations. Each vehicle will also contain the County-approved list of clinical care equipment and supplies.

Fleet Security

Rural/Metro shall place safeguards on each site to help deter vandalism or theft of vehicles.

Rural/Metro will provide all employees with safe, modern and clean facilities that meet Cal OSHA standards. A monthly check of each facility will be performed, and records will be maintained both at the administrative office and each facility.

Rural/Metro will provide the following at each location:

- Privacy Chain Link Fencing around parking areas
- Access cards to each property
- Lock boxes (County accessible) that require access card to remove keys
- Security cameras on each site
- GPS locators on each ambulance
- Alarm system on each site

Vehicle Safety Systems

Rural/Metro will use a G-Force Video Collector or equivalent in all vehicles to improve safety and monitor driving performance. Vehicles are outfitted with a video recording device that is activated when extreme G-forces are placed upon the vehicle and when the vehicle is operating with emergency lights/siren.

Patient and Attendant Restraint Systems

Rural/Metro employees shall be required to wear a seatbelt at all times while the ambulance is in motion. All ambulance attendants shall wear a seatbelt in the back of the ambulance when not performing immediate patient care.

Rural/Metro will place five-point harness seatbelts throughout the back of the ambulance to help secure each crewmember.

Rural/Metro will provide safety nets over cabinets located at the front of the patient care area and at the end of the bench seat. To help secure items throughout the entire ambulance, Rural/Metro will use sliding doors on all compartments containing medical items.

Pediatric Restraint Systems

Rural/Metro will provide secure seating for children being transported within each ambulance. Seats shall provide a five-point harness designed to protect and secure pediatric patients. In addition, car seats can be secured to our gurneys, providing the same protection as our other securing devices.

Fleet Maintenance

The following fleet maintenance schedule will be used.

Vehicle Maintenance & Records		
Record Item	Description	Frequency
Visual/Safety Inspections	Performed on all vehicles every 7-10 days. Includes undercarriage inspection, ambulance box interior/exterior inspections and repairs as needed, cab interior inspection and repair as needed, rear brake adjustment fluid check, hose check, testing of all lights and interior/exterior aesthetics inspection. Mileage change components are replaced.	Every 1-2 Weeks
Preventative Maintenance I	Oil and oil filter change, lubrication and additional visual inspection.	5,000/mi
Preventative Maintenance II	PM I process completed and drive belt replacement and transmission service completed.	20,000/mi
Preventative Maintenance III	Includes both PM I and PM II and differential, cooling system service.	40,000/mi
Maintenance Invoices	Repair maintenance invoices are completed as needed for preventative maintenance repairs and /or urgent repairs.	As needed

Vehicle Maintenance & Records		
Record Item	Description	Frequency
Vehicle Registrations	All vehicles are registered yearly with the California DMV with the exception of exempt vehicles.	Annually
CHP Inspection Reports	CHP inspections include an inspection of the vehicle's emergency lights and inventory of emergency medical supplies.	Annually
Vehicle Incident Reports	If a vehicle is damaged in any way complete documentation of this, and any repairs done as a result are included in damage reports and kept in the vehicles file.	As needed

Field-Level Maintenance

Rural/Metro crews complete a comprehensive daily vehicle inspection report for each ambulance before it is put into service. The inspection includes:

- Tire pressure and condition
- Oil and fuel levels
- Electrical system condition
- Safety and medical equipment condition
- Overall vehicle condition and cleanliness

Crews shall log any concerns on a Pre-Trip Inspection Form, which is delivered to the maintenance shop for further attention. Any concern that may compromise crew or patient safety is addressed immediately through the use of a duty mechanic who is on call around the clock, or the vehicle is placed out of service until concerns are addressed.

Rural/Metro's ambulance crews are empowered to place a vehicle out of service, or not accept for service any ambulance or piece of equipment that appears to be unsafe based on the "North American - Out of Service Criteria."

Approved

EXHIBIT G

GREEN / CARBON FOOTPRINT PROVISIONS

Green / Carbon Footprint Provisions

Rural/Metro will make environmentally responsible decisions to help reduce our impact on the environment.

Rural/Metro will implement an Environmental Responsibility Plan, for approval by the County that details how Rural/Metro will conserve resources, use resources efficiently and minimize pollution to reduce our “carbon footprint.”

Rural/Metro's employees will receive a copy of this plan during New Employee Orientation Program, and will receive the training and information required to follow the plan. A designated “Green Officer” will be responsible for researching, implementing and sustaining these practices over the long-term.

Rural/Metro's plan shall include, but is not limited to:

Office Practices

- Energy Star-rated office equipment.
- Eco-friendly furniture purchased through a local Milpitas company (One Work Place)
- Efficient LED Lighting/motion-sensing lights
- No- or low-VOC (volatile organic compounds) paint and flooring
- Use recycled paper
- Ample recycling bins
- Double-sided print/copy
- Use recyclable kitchen/break room products
- Recycle all paper, cardboard, bottles and cans
- Recycle retired electronics equipment furniture
- Bicycle storage facilities
- Video conferencing to limit travel
- E-documentation/access when possible

Cleaning Practices

- Biodegradable cleaning and disinfecting products
- Use of Aquas brake/parts wash to limit dust and environmental contamination

Fleet Practices

- Recycle tires
- Recycle metal
- Recycle vehicle and other batteries
- Reuse parts (only when safe to do so)
- Recycle oil products through Safety Clean
- Recycle oil filters, cleaning solvents and cleaning filters
- Flex Fuel and/or hybrid Supervisor vehicles
- Rural/Metro will submit a formal Environmental Responsibility Plan for the County's approval prior to the initiation of service

EXHIBIT H

EMS QUALITY IMPROVEMENT

COUNTY CLINICAL PROVISIONS AND MEDICAL OVERSIGHT

Rural/Metro will provide the County of Santa Clara with a clinical program that achieves contemporary benchmarks of clinical excellence in a progressive and sustainable fashion. Rural/Metro is experienced at translating clinical quality review findings into priorities for improvement, into decisions for resource allocation and into opportunities for innovation. Rural/Metro achieves these goals by:

1. Integrating continuous quality improvement (CQI) activities into operations to such an extent that those practices become an essential and seamless part of EMS routines;
2. Acknowledging that most performance deficiencies are related to a system problem or an educational need, and addressing those issues; and
3. Providing effective continuing education that's coordinated with and driven by the CQI process.

Following are six "core quality principles" the Clinical Quality Team will follow to develop an unparalleled program in Santa Clara County.

Principle 1 – Establishing Goals, Standards & Policies

Establishing clear goals, standards, policies and protocols that comply with national, state, regional and local regulations proves key to success. These standards serve as guidelines to provide accountability of the EMS community. Support from all involved agencies for quality practices can be achieved with clearly communicated standards and protocols. Since consensus among the various agencies is essential in the development and enforcement of standards, Rural/Metro's CQI staff will work with the County's EMS Agency to implement all standards related to quality improvement.

The types of standards that will be utilized are:

- Patient Care Protocol Standards as established by Santa Clara County
- Time Standards for example "on scene times"
- Procedural Standards
- Equipment Standards
- Field Performance Standards
- Educational Standards

Principle 2 – Benchmarking

Benchmarking is the practice of setting operating targets for a particular function by selecting the top performance levels. In a broader sense, benchmarking involves searching for new ideas and best practices for the improvement of processes, products and services. Rural/Metro believes that benchmarking would be a futile process unless it is overseen by the County's EMS Medical Director and all service providers and are involved and committed to the ideas. Rural/Metro's CQI professionals will provide County's EMS Agency with the tools and information they will need to determine appropriate benchmarks for key drivers in the EMS service area.

Principle 3 – Defining Success

There is little consensus in the literature as to what constitutes “quality” patient care, and it is difficult to pinpoint with assurance the cause of a good patient outcome. The most commonly accepted definition of quality care is an increased rate of survival from a life-threatening event. Other, broader patient health care results are also important and include a variety of changes in the patient’s health status. Focusing on the “5Ds” will help Rural/Metro and its partners in the EMS system examine the results of the care they render:

- Death: Did the patient survive to hospital discharge?
- Disability: Did the patient’s status improve due to care rendered?
- Discomfort: Did the patient’s symptoms improve (e.g., pain; breathing)?
- Dissatisfaction: Was the patient (and/or family) satisfied with our service?
- Destitution: Was the treatment provided at lowest cost to the patient, the payer and to society as a whole?

While these outcomes are accepted as target clinical goals for EMS systems, they are difficult to measure and define. Performing 100% chart review on defined “little used skills,” however, will validate our training program, and our CQI process drives our training program. Rural/Metro’s Clinical Quality Team will continually search for ways to apply these broad measures as a guide when defining more easily measurable objectives and performance indicators.

Principle 4 – Measuring Results

Objectives are measurable statements that are consistent with the system’s key drivers, benchmarks and standards. These objectives will serve as performance indicators that will yield patterns of performance that will trigger quality improvement projects. Under the guidance of County’s EMS Agency, Rural/Metro’s Clinical Quality Team will define basic performance indicators after the benchmarks and standards are determined. Performance indicators will evolve over time as Rural/Metro, the County and/or other stakeholders identify additional indicators.

Rural/Metro will constantly evaluate system performance and the level of care delivered by gathering information from various components of the system. The data will be tracked, trended, recorded and used to evaluate the system against the defined performance quality indicators and patient outcomes.

The electronic patient care record (ePCR) system offers a unique opportunity for rapid feedback to field personnel. Not only will it flag calls for immediate feedback through our innovative LiveQA program, but it allows for easy tracking of specific issues. For example, we will be able to track the quantity of CPR calls in the County. By obtaining the receiving facilities’ involvement in this process, we will also be able to report patient outcomes to field personnel as well as report statistical data on a national level. Rural/Metro also recently developed a database into which all divisions across the United States can enter their individual airway management data. The database will provide for a comparative analysis for this critical skill.

Principle 5 – Identifying Improvement Opportunities

The primary focus of Rural/Metro's CQI system is to assure that field personnel provide the highest quality patient care. They need to be assured that the system in which they work is supportive of this goal. Rural/Metro will provide the first responder agencies with a unique opportunity to participate in inter-agency CQI performance evaluations. Rural/Metro will then use these evaluations to identify improvement opportunities and to plan continuing education programs that meet the needs of Santa Clara's dynamic, interconnected EMS system. Rural/Metro will listen carefully when our system partners suggest clinical improvement opportunities. The Clinical Quality Team will solicit and receive feedback from County EMS Agency, the hospitals or other system stakeholders.

Rural/Metro will participate in existing Santa Clara County EMS System Stakeholder Committees to identify new and/or modified products and services or production/delivery processes. Items deemed essential to patient care and safety would receive priority, and Rural/Metro will seek the County's approval on any new technology or innovations prior to system-wide rollout.

Component 6 – Action Plans Involving All Stakeholders

When opportunities for improvement are identified through the CQI process, Rural/Metro will use a variety of methods to enhance the system. All action plans will respond to needs for system improvement and education first. Rural/Metro's Clinical Quality Team will identify opportunities to employ an interagency approach to implementation of improvement plans. Cross-functional teams that are composed of workforce members from all stakeholders will be used whenever appropriate to address issues related to service delivery or equipment.

The QI program will be reviewed on an ongoing basis, but a formal review will occur annually, with representatives from County EMS, the fire departments, hospitals and other system stakeholders invited to participate. All action plans will include a method for evaluating the plan's success. The table below summarizes how clinical quality findings are deployed throughout Rural/Metro organization and other stakeholders in the system.

DEPLOYING CLINICAL QUALITY FINDINGS	
Stakeholder	Actions
Rural/Metro	<ul style="list-style-type: none"> • Individual and/or system-wide education • Initiation of and adherence to protocols • Communication via several avenues (i.e., direct via LiveQA, page, NetScheduler alerts, ePCR, etc.) • Automated data processes that require or restrict specific action (i.e., workload restrictions, required fields in the ePCR, etc.)
County EMS & Fire First Responders	<ul style="list-style-type: none"> • Participation in EMS and public health committees • Regular communication with the Medical Director, County EMS and the Fire Agencies

	<ul style="list-style-type: none"> • Integrated and coordinated training for the first responders and ambulance personnel
Hospitals	<ul style="list-style-type: none"> • Participation in EMS and public health committees • Regular communication with hospital staff • Integrated and coordinated training with hospital programs
Suppliers	<ul style="list-style-type: none"> • Automated processes that “flag” recalls and catastrophic failures, not only locally, but throughout the national organization • Regular communication with supplier representatives • Contingency plans for rapid deployment of alternative medications/equipment

Field Personnel and CQI

Rural/Metro’s entire quality assurance and improvement process is designed to ensure that the care that occurs in the field, between the EMT/paramedic and the patient, is consistent, clinically sophisticated and cost effective. As such, field personnel play the most critical role in the CQI process, and we never take that for granted. They are engaged in the CQI in every aspect, including:

- System-wide education, with feedback from the field personnel solicited after each session. Comments are taken into account when designing new curricula.
- A non-punitive environment that encourages self-reporting and advocacy.
- Field personnel participation on CQI and Equipment Committees to ensure management takes into account the practical realities of deploying a particular process or piece of equipment in the field.
- Supportive peer mentoring processes through which field personnel take ownership of quality assurance and improvement.
- Regularly scheduled meetings whereby crews can share any ideas or concerns.

Rural/Metro provides a thorough description of our comprehensive continuous quality improvement (CQI) program in the “Demonstrable Progressive Clinical Quality Improvement” section. Rural/Metro’s field training programs are discussed in detail in the “Clinical Education and Training” section.

Medical Review / Audits

Medical audits drive continuous quality improvement. They’re essential to maintaining a high-performance EMS system; therefore, Rural/Metro shall unequivocally support the County’s medical audit process. We agree that for the audit process to be effective, it routinely must produce improvement in procedures, on-board equipment and medical practices.

Rural/Metro shall implement this corrective feedback by:

- Accommodating the County’s medical audits
- Providing non-punitive individual or system-wide education as necessary
- Providing ample education opportunities
- Ensuring open lines of communication

Rural/Metro understands that to the greatest extent possible, medical audits will be scheduled in advance for the convenience of the field personnel. Rural/Metro shall arrange schedule changes to make medical audit attendance more convenient.

Rural/Metro also understands and agrees that the EMS Medical Director may require any of Rural/Metro's employees to attend a medical audit when necessary. Employees may attend any audit with respect to any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. We understand that every employee involved in a case being reviewed is not required to attend unless mandated by the EMS Medical Director.

Rural/Metro understands that the County shall work with Rural/Metro to ensure that procedures and processes, which are already in place in the organization, are not altered unnecessarily.

Demonstrable Progressive Clinical Quality Improvement Program

Rural/Metro proposes a comprehensive, proactive quality improvement and performance measurement program that encompasses the entire EMS system of care. Our program shall be customized to meet the specific needs of Santa Clara County and will include the following key components:

1. 100% audit of critical skills
2. A minimum of three (3) full-time staff members
3. "LiveQA" – real-time field response to critical events
4. Integrated training and CQI departments
5. Comprehensive EMS data system – A single record for ePCR, QA and hospital outcome

Rural/Metro's quality assurance and performance measurement program will be implemented and refined with the input and oversight of the County's EMS Agency and shall be compliant with all state and federal requirements. Rural/Metro's Medical Advisor will ensure Rural/Metro's program meets these expectations, and Rural/Metro Clinical Manager will be experienced in prehospital CQI and education. To help ensure Rural/Metro's program is cutting-edge, the Clinical Manager and Clinical Nurse/Paramedic Educators will attend a minimum of 16 hours of continuing education every year.

CQI Leadership Philosophy

Rural/Metro will provide a personnel structure that places CQI personnel into the highest management and leadership roles in order to ensure that all quality issues are handled with equal importance to other management concerns. The Medical Advisor, a full-time Clinical Manager, a full-time Paramedic Educator, and two full-time Clinical Nurse Educators will implement and oversee Rural/Metro's CQI program. Three on-duty field supervisors (out of nine total) shall be available at all times to provide one-on-one clinical education, mentor field personnel and respond to LiveQA alerts.

LiveQA Initiative

Continuous quality assessment is key to effecting improvement, and rapid feedback on performance translates to better learning. Consequently, Rural/Metro will establish a "LiveQA" program in Santa Clara County. This groundbreaking CQI initiative will provide our field crews with immediate feedback and mentoring when specific criteria are "flagged" in the ePCR system.

When a paramedic has completed a patient care report and closes the electronic file, an automated form of QA takes place when the report is sent to the server. For example, documentation of multiple I.V. attempts will be flagged in the LiveQA process, and the on-duty Field Supervisor will be paged to contact the employee and discuss the call while the event is still fresh. The Field Supervisor will document the discussion and any education or recommendations in the QA database, which is conveniently stored with the ePCR.

Rural/Metro's ePCR review system will offer a level of clinical transparency rarely seen in EMS. This system offers each agency the ability to look at their respective charts and perform peer audit review. In addition to LiveQA, Rural/Metro's Clinical Quality Team will review 100% of charts for infrequently used skills, such as intubation, pediatric resuscitation and intraosseous access.

The in-depth CQI program described in the following pages explains Rural/Metro's prospective, concurrent and retrospective QI practices; the internal and external CQI processes; clinical indicators and monitoring process; and continuing education. This program not only meets but exceeds the County of Santa Clara's EMS quality improvement process requirements.

CQI Program Overview

Rural/Metro's quality improvement process includes indicators and thresholds for performance, and a collaborative, multidisciplinary action team, including field personnel, called the Quality Improvement Committee to focus on a peer-review system. Each month, front-line staff members will be drawn into the CQI process via this Quality Improvement Committee to offer their invaluable field perspective on internal and external customers' needs.

Rural/Metro's Quality Improvement Committee will make proactive, CQI-driven training recommendations to an Education Committee, which will develop the programs. Rural/Metro's Education Committee will collaborate with County EMS Agency, the first responder agencies and the hospitals to develop the continuing education curriculum such that it complements County EMS Agency offerings and goals as well as hospital QI programs.

Rural/Metro's CQI Program includes prospective, concurrent and retrospective practices to ensure the quality of every patient interaction.

Prospective QI

- Standards of Care enhance delivery of patient care in collaboration with other system participants. Employees will have access to these standards on a password-protected website.

- All prehospital employees will be oriented to and comply with the Santa Clara County EMS system QI plan. An intensive new employee orientation is presented to all new employees.
- Field personnel will attend related medical training and updates on the Santa Clara County scope of practice, treatment protocols and policies. Rural/Metro will become a continuing education provider.
- Rural/Metro will administer an in-house QI program with the support of four full-time personnel. (See Clinical Quality Team org chart, p. 8)
- Rural/Metro will regularly review and revise policies as necessary under the direction of the County and with the oversight of our Quality Improvement Committee.

Concurrent QI

- Rural/Metro's Clinical Manager will monitor field/medical control communications on a daily basis and refer any issues to a Clinical Nurse/Paramedic/Educator or Field Supervisor for follow-up.
- Field personnel will have multiple continuing education/skill improvement opportunities. Field Training Officers will work alongside field personnel as mentors to enhance performance.
- Rural/Metro's Clinical Manager will communicate issues relevant to performance variations to the appropriate Hospital and County EMS designees per County protocols.

Retrospective QI

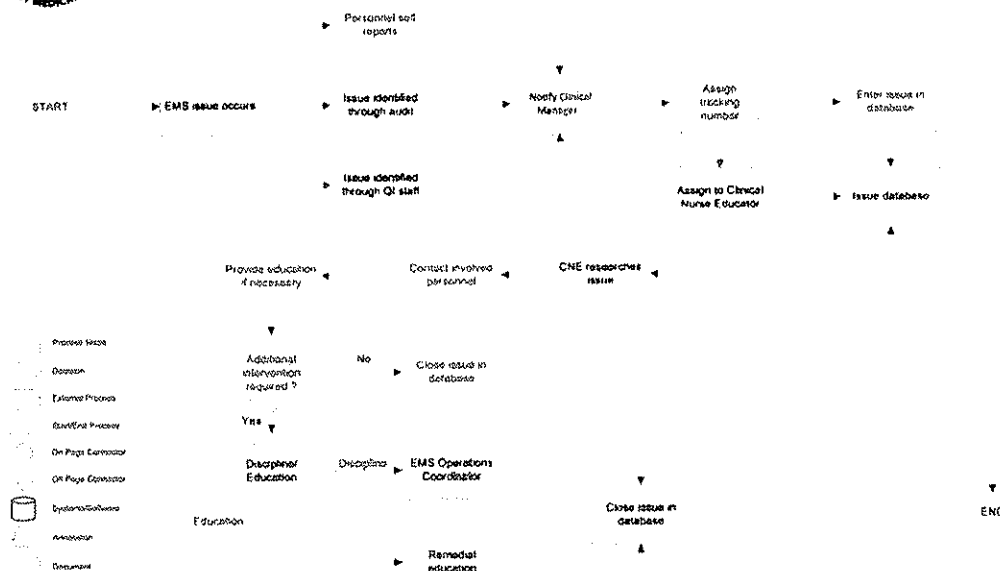
- The Clinical Quality Team will review 100% of all prehospital patient records where a low-frequency, high risk skill was performed. The reviewer will assess for compliance to policies, medical protocols, Standards of Care and identified quality issues.
- Any internal employee or external party (Hospital, County EMS Agency, a patient, etc.) can recommend an employee receive a "Job Well Done" Award.
- The Clinical Quality Team will intervene with field personnel whose performance fails to meet expectations. This interaction may include the involved Hospital and County EMS.
- Rural/Metro's Clinical Manager will ensure the provision of quality care through random audits of prehospital patient records, including ET tube audits and specific low-volume and/or high-risk patient situations, such as non-transports, pediatric care and invasive skills. The Clinical Nurse/Paramedic Educators will follow up with individual and/or system-wide education as necessary.
- Rural/Metro will proudly contribute to the EMS community at large by participating in research projects and performing focused audits as directed by County EMS.
- Field personnel will be encouraged to follow-up on the outcome of their patient interventions by contacting a Clinical Nurse/Paramedic Educator to request follow-up within HIPAA guidelines.

Internal CQI Process

Quality improvement issues may be identified via internal and/or external channels. One of the hallmarks of a professional workforce is employees' ability to self-report or



County of Santa Clara EMS Rural/Metro Internal QI Flow



External CQI Process

Quality improvement issues may also be identified via external channels, adding additional depth to the CQI process. Although one of the hallmarks of a professional workforce is the ability to self evaluate, occasionally issues are best recognized from an outsider's viewpoint.

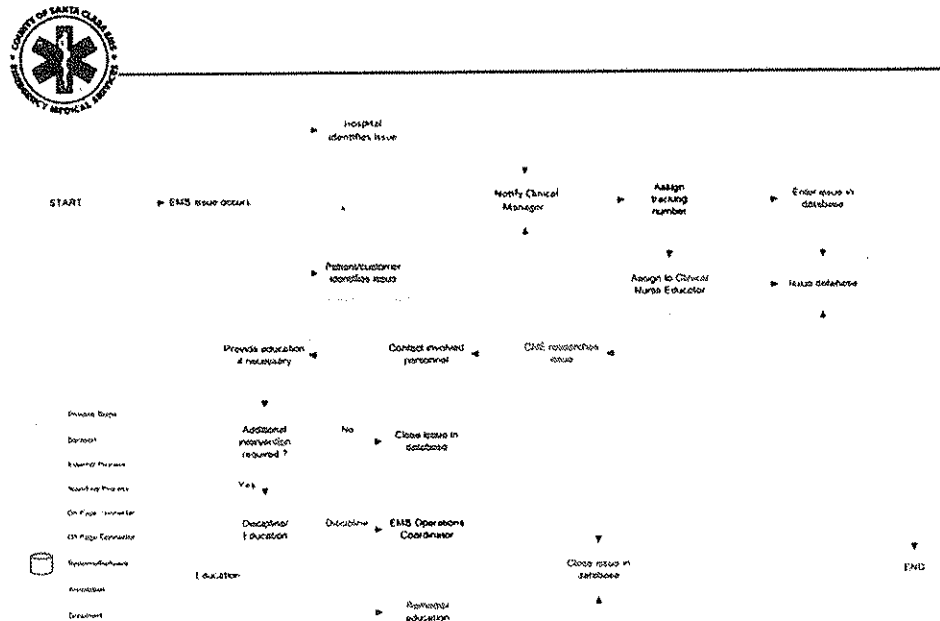
One method of external issue identification involves Rural/Metro's interaction with hospital staff as part of the team approach to patient care. Hospital QI activities will augment those provided by Rural/Metro's Clinical Quality Team. As with the internal CQI process, issues discovered as a result of external CQI activities may be as easy to resolve as documentation deficiencies, or as serious as issues involving patient care.

A second external reporting path may involve the patient or customer himself. An actual or potential QI issue may be in question whenever a patient or a family member voices a concern about the treatment provided. By conducting a thorough investigation, including the employee's perspective, Rural/Metro strives to ensure that patients receive appropriate care and that any concerns they express are satisfactorily resolved.

The Clinical Quality Team will be contacted when an issue is identified, and the issue will be logged into a database referencing the incident number, personnel involved and the nature of issue. The issue will be assigned a sequential number so that its status may be tracked, and the involved parties monitored for potential trends. Any material occurrences will involve notification of our Medical Advisor.

The Clinical Nurse/Paramedic Educator assigned to an issue may review the call history, ePCR and cardiac monitor file, as well as contact involved outside agencies as necessary. Once sufficient information is obtained, the Nurse Educator will contact the involved employee(s) to obtain their perspective of the events that transpired on the call. This contact will provide an opportunity to reinforce positive provisions of care, as well as discuss any medical considerations or policy implications for areas needing improvement. Deficiencies noted to be a violation of the Standard of Care require will result in individual education. Violations of policy may also result in discipline.

Once an issue is satisfactorily addressed, it will be closed in the database. Later review may indicate the potential or presence of individual or systemic trends, and help in directing educational efforts to correct the deficiency. The following flow chart illustrates our proposed external QI process.



Clinical Quality Indicators & Monitoring

Per the County of Santa Clara's EMS Quality Improvement Plan (EQIP), Rural/Metro will track and report the following clinical indicators to the County on a monthly basis. Data will be submitted as requested in Excel spreadsheet format.

Clinical Indicators	Compliance with Protocol A08 – Cardiac Clinical Indicator
	Compliance with Protocol A13 – Stroke Center Destination
	Compliance with Policy 605 – Trauma Triage
New Procedure Monitoring	Continuous Positive Airway Pressure (CPAP)
	Intraosseous (IO) for Adults

LEMSA Monitoring Activities	Return of Spontaneous Circulation (ROSC) Intubation Rates
-----------------------------	--

Clinical Education & Training

Rural/Metro's training and education curriculum shall be offered through four distinct, but complementary channels: traditional classroom training, 24/7 online education, in-service training (IST) and one-on-one training through the field training and Clinical Quality Improvement process, including the "LiveQA" program.

New Employee Orientation Program

Clinical education is an integral part of Rural/Metro's new-hire process. All new Rural/Metro employees will attend a comprehensive New Employee Orientation Program (NEOP), which includes the following clinical-related curriculum:

- Customer Service
- EMS Service Expectations
- EMS System Overview
- Standard Operating Procedures and Operations Overview
- Compliance Training
- Communications/System Status Management
- Health and Safety/Back Safety
- Systems Authority and Operational/Clinical Chain of Command
- EMT Scope of Practice Overview
- Paramedic Scope of Practice Overview
- Ambulance and Equipment Orientation
- Medicare, Medical, HIPAA, OSHA, Corporate Compliance Training
- Documentation

The orientation process includes a complete explanation to trainees on how to navigate the organization—a critical component to integrating new employees into Rural/Metro and enhancing job satisfaction. Far beyond a simple introduction to the organization, the New Employee Orientation Program gives attendees a clear understanding of expectations. New employees learn about Rural/Metro's Standard of Care for patients and the tools for success.

After completing the New Employee Orientation Program, the new hires will undergo a field evaluation by senior field staff. To successfully clear the program, he/she must demonstrate competency in medical skills, mapping, Santa Clara County protocols, first responder collaboration and customer service.

Paramedic Partner Program

Rural/Metro believes that EMTs who

work with paramedics in a "one-and-one" system benefit greatly from additional training beyond the standard EMT curriculum. In response to this need, we developed a custom "Paramedic Partner Program." The program is designed to assist new EMTs in transitioning from a strictly BLS environment to an ALS system. The ultimate goal is to develop EMTs' skills, making them stronger paramedic partners. We'd like to reiterate our intention to hire the incumbent workforce; this program shall be used to meet the workforce needs and ensure strong paramedic partners as the system grows.

EMTs in the Paramedic Partner program will spend four full days attending classes with multimedia presentations and "skill stations." The presentations and skill stations include, but are not limited to, equipment familiarization, respiratory emergencies, legal issues, I.V.s and I.V. equipment, stair-chair operation, monitors and 12-lead, routing and drug box orientation.

Orientation to Santa Clara County EMS System

Rural/Metro proposes an accreditation and orientation program designed for all new paramedics to the Santa Clara County EMS system. This program will be developed in cooperation with and approved by County EMS. Again, our intention is to hire the incumbent workforce; this program will meet the system's needs as it grows over time.

Paramedics will complete a Santa Clara County EMS orientation session and a minimum of 16 12-hour shifts (or eight 24-hour shifts) under the direct supervision of a Field Training Officer (FTO). The orientation session will verify both experience and education. Students will receive and review County of Santa Clara policies, procedures and protocols.

The FTO will complete an evaluation form for each ALS patient contact, as well as a final evaluation form. The completed forms and a copy of each patient care record will be submitted to Rural/Metro's Clinical Manager, who will forward the documentation to the Clara County EMS Agency.

Field Training Officer Program

New paramedics and EMTs are afforded time with a field trainer prior to working as a paramedic alone in the EMS system. Field trainers will also be assigned to mentor paramedics identified through the CQI process as needing specific skills or procedure training. This program will be driven by the needs of County EMS Agency, the Santa Clara County fire agencies and Rural/Metro personnel. Field Training Officers will be licensed paramedics in California and accredited to practice in Santa Clara County. They will have a minimum of two years of full-time field experience as a paramedic and at least six months of experience as a paramedic accredited in Santa Clara County. In addition, the FTO will have completed an approved Field Training Officer Program.

Continuing Education for First Responder & Ambulance Crews

Rural/Metro proposes an EMT Recertification & Education Program that provides fire agency training personnel with free training materials every other month on a 24-month cycle. This training will include educational information and skills check-off sheets. By following this 24-month training schedule, all EMT first responders will have the necessary education and skills completed for EMT recertification at no cost to the agencies. The intent is to keep the crews in-service while providing continuing education. First responders traditionally are left out of continuing education and must scramble to meet recertification requirements. Rural/Metro will provide presentations, sign-in sheets, post tests and course evaluations, in addition to CE certification and instructor training.

To make training even more convenient for first responders, Rural/Metro will provide a mobile training vehicle that travels the County on a rotating basis to provide convenient training opportunities for the first responder agencies. Potential training

could include Mega Code review and airway management skills. A schedule and custom program will be developed in cooperation with the fire departments and County EMS.

Joint EMT/Paramedic Education

CQI-driven joint in-class education and training empower the workforce to achieve not only the job requirements, but also the goals of the EMS organization, fulfilling the vision for the entire EMS system. Traditionally, most EMS education and training is directed at meeting clinical skill needs and certification requirements. In the context of a strategic quality plan, however, education and training may extend beyond the need for clinical expertise. Bringing EMTs and paramedics together for joint training provides a critical opportunity to promote overall program goals.

Joint CE training will be offered at least quarterly and include didactic as well as hands-on education. This joint education will be CQI-driven and include operational updates, County protocol changes and skills refreshers. Classes will begin with joint EMT and ALS education, ensuring that all personnel are working toward a unified mission and providing for a quality team approach.

The two groups will then separate for the education designed for their individual levels.

24/365 Online Educational Opportunities

In addition to providing convenient local educational opportunities, we shall provide a 24/365 web-based education program at no cost for all first responders and Rural/Metro personnel. Rural/Metro proposes the TargetSafety system (www.targetsafety.com); Rural/Metro will work with County EMS Agency and the local fire departments to implement a different web-based program, if so desired.

TargetSafety is a premier web-based EMS learning management system that utilizes their PreventionLink platform to provide a custom, branded website that:

- Incorporates local policies and procedures into training courses
- Provides customized reporting/dashboard options
- Offers video hosting
- Provides 24/7 help desk support

The TargetSafety content is easy to use, self-paced and engages students with case studies, stories and short interactions.

Training Data Management

Training records, certifications, licensure and employment status for all Santa Clara County EMTs and Paramedics will be stored in an electronic database. Individual agencies will have access to their employees' records, while County staff will have complete access to all records of certified EMTs and paramedics. TargetSafety's PreventionLink reporting system can provide customized reports on training and certification status.

For added security, Rural/Metro's scheduling system will remind employees of upcoming certification requirements, and will "lock" employees out of the schedule who have allowed their certifications to lapse.

While we are experienced in and satisfied with TargetSafety's online education program, Rural/Metro will work with the County and the local fire departments to agree upon the final web-based training system.

Approved

EXHIBIT I

TECHNOLOGY, DATA, AND REPORTING REQUIREMENTS

MARVLIS AVL System

Rural/Metro will utilize the MARVLIS (Mobile Area Routing and Vehicle Location Information System) as the Automated Vehicle Location (AVL) and Mobile Data Computer (MDC) system, which shall integrate with the County's CAD system.

Rural/Metro will provide a "backbone" necessary for any fire or law enforcement agency in the County to upgrade their systems to include AVL. Rural/Metro is not obligated to pay for another agency's use of the system.

MARVLIS Client Mobile Data Terminal

GPS and wireless communications will be used to display real-time maps and routes recommended by the MARVLIS Server. Silent dispatch capabilities provide full incident information including location, problem, status and updates. The system stores multiple destinations. Field supervisors can access information about resources under their command, new incidents in the system and dispatch assignments.

MARVLIS Server

The server functions as the hub of a complete communications system for the entire MARVLIS suite of products by interfacing with the existing County CAD system. Server receives location (AVL) and status data from vehicles in the field, archives the data and distributes it to multiple monitoring applications.

MARVLIS Impedance Monitor

The impedance monitor provides the fastest route to an incident location. Depending on the time of day, day of the week or time of year that route may be different. The impedance monitor constantly learns from the vehicles AVL data and determines the true speed of travel over roads and highways during different times of day. The resulting GIS data is then used to more efficiently route the vehicles to avoid traffic by sending those routing instructions to the mobile data computer.

MARVLIS Demand Monitor

Through automatic and regular analysis of the geographical and historical properties of CAD data, Demand Monitor accurately predicts the location of upcoming calls. Demand Monitor increases effectiveness by providing a map of the areas with the highest probability of calls, specific to the area, for the current time and season of year.

MARVLIS Deployment Monitor

The deployment monitor is the only real-time analysis tool that combines demand data, AVL, CAD information, traffic congestion and vehicle status to provide a complete overview of the effectiveness of resource deployment. A map displays the hot spot map from the Demand Monitor, overlaid with vehicle locations, vehicle status and coverage of each vehicle. Together, this information aids in the efficient management of resources to assure that the high probability areas can be covered by available

vehicles yet minimizes the need for constant vehicle move-ups. It also provides playback capability for call research on past incidents.

Patient Care Records

Rural/Metro shall participate in the County's prehospital data collection system in accordance with the County's standards. It is understood that the data collection system shall include, but not be limited to, the following generally described sources.

- A uniform patient care record
- Equipment maintenance and inventory control schedules
- Deployment planning reports
- Continuing education and certification records documenting training and compliance with training requirements

A patient care record is required to be completed for all patients for whom care (including assessment), is rendered at the scene, regardless of whether the patient is transported. Patient care records shall clearly identify those instances when two or more patients are transported in the same ambulance.

Rural/Metro shall ensure personnel comply with field reporting requirements, including the accuracy and completeness of reports, by configuring the ImageTrend ePCR system to require the entry of specified, vital information before a record can be closed.

Rural/Metro understands and agrees that the cost of integrating the medical reporting system will be borne by Rural/Metro.

Rural/Metro shall coordinate data capture with Santa Clara County Communications to identify the total number of EMS responses; total number of patients assessed; total number of patients treated; total number of patients transported by ambulance with transport destinations; and total number of patients not transported by ambulance (service refusals, alternative non-ambulance transport decisions, etc).

Rural/Metro will use the ImageTrend ePCR suite for TapChart to allow documentation at the patient's side. Rural/Metro's field personnel will use Windows Mobile enabled Smart Phones and the TapChart software for patient documentation on all EMS system responses, including patient contacts, canceled calls and non-transports.

Customizable Layouts: The TapChart system is designed so that each template, tab, label, form and field can be set up and modified from a central Web-based location. This template would be developed specifically for Santa Clara County's data collection needs.

Rapid Entry: TapChart uses several built-in power tools, including vitals, numeric and data keypads, multi-select lookup forms and other speed improvement widgets.

Administrator Setup: With input from the County and the first response agencies, Rural/Metro can define specific sets of workflow rules. The system will hide or display forms and fields based on selections of defined values. It dynamically changes the

questions and prompts within a run (i.e., “drowning” will promote different responses than “pregnancy”).

Windows Mobile Integration: TapChart automatically changes its layout based on the device's orientation. Run forms dynamically adapt to the device's screen size and resolution. The system integrates with built-in cameras and will soon have full GPS and Bluetooth functionality.

Security: TapChart uses a 128-bit encrypted SQL database designed for PDAs. Settings allow for automatic logout from TapChart, based on idle activity and/or length of shifts. Run data is automatically backed up to storage card.

Integration with Monitors: EKG monitor data is loaded into the ePCR and configurable run form layouts allow data to be entered with ease and as best fits with the needs of the service and each individual user. Data gathered will be submitted electronically to a Service Bridge, which can be used for data reporting to the County or State.

Power Tools Toolbar: TapChart provides for quick retrieval of several functions, including: Vitals Calculator, Broselow/Luten Tool, GCS Tool, EKG Import Wizard, IV Procedures Calculator, Graphic Assessment for Medical, Injury & Burn, Medication Tool, Cardiac Arrest Tool, Protocol Manager, JOT Pad for Quick Notes, Active Protocol, APGAR Tool, and a PQRS Tool.

Vehicle Area Network

Rural/Metro ambulances will be equipped with a “Vehicle Area Network” (VAN) to support the collection of ePCR data. The VAN is a secure local area network around a moving vehicle. It enables devices in and around the vehicle to communicate, either directly connected or through wireless protocols. A VAN consolidates traffic from all the various devices and routes them over a secure wireless network back to the communication center or hospitals.

Using VAN technology in Santa Clara County will enable near real-time patient data transfers from various devices and automatic vehicle location updates. The VAN allows the communications center network to extend out away from the vehicle to better assist with providing the best patient care possible and will allow us to provide critical patient information, such as an EKG or vital sign, directly to the receiving facility in real time. The technology can also assist in providing Voice Over Internet Protocol (VOIP) portable solutions in the future.

To support the first responders' communications needs during disaster or other large-scale response events, Rural/Metro will park VAN-equipped vehicles near first responder resources and provide password-protected access to the network.

Rural/Metro agrees to ensure that all patient care records shall be warehoused at a location specified by Santa Clara County EMS.

Rural/Metro will provide the County with password access to all of Rural/Metro's real-time data sources, such as the ImageTrend ePCR system and FirstWatch systems.

Rural/Metro will manage the County's EMTrack electronic patient tracking system. This shall include transportation and operation of the system, provision of training, and coordination of related exercises. Rural/Metro shall not be required to pay for the cost of the EMTrack system.

Performance Data and Reporting

Rural/Metro will provide and utilize FirstWatch as a data reporting application for the near real-time evaluation of performance and response-time data, as well as for syndromic surveillance. The FirstWatch system will allow secure Web-based access to the County, the first response agencies and others as authorized by the County.

Rural/Metro shall provide near real-time records in computer-readable format that's suitable for statistical analysis for all ambulance responses. These records shall contain all information documented on the PCR for all EMS system responses, including patient contacts, canceled calls and non-transports. Documentation shall begin with the receipt of a request for service and up to and including transport and arrival information.

FirstWatch Performance Dashboards

Rural/Metro will implement the FirstWatch Dashboard, a web-enabled platform that extends data from single or multiple disparate data sources for quick and easy access to critical information. This dashboard will be configured to allow County access for unparalleled system transparency. The FirstWatch Dashboard helps increase situational awareness and improves operational efficiencies in near-real time by facilitating secure access to key data sources such as CAD. FirstWatch will interface with the proposed ImageTrend ePCR system and the County CAD system.

Rural/Metro will insure that the following features are provided for use by the County:

- Individual Dashboard views, based on permissions;
- Snapshots of current status in near real-time;
- Drill-down capability from the dials and pie charts;
- Drill-down into the underlying FirstWatch Trigger for detailed information;
- Current trend monitoring based on qualifying events;
- Monitoring of key performance indicators in real-time, current or month-to-date views of compliance to goal; and
- Status indicators to ensure data is online and serves as a visual indicator if in alerting mode for trend triggers.

FirstWatch Syndromic Surveillance

Rural/Metro will provide at Rural/Metro's expense the FirstWatch Real-Time Early Warning System. FirstWatch provides real-time dashboard views for awareness of emerging health threats by public safety and EMS data from computer aided dispatch (CAD). The system aggregates disparate data from multiple agencies to provide a real-time regional perspective. When it detects a possible threat or other qualifying trend, the system will alert specified agencies and send summary charts, maps of suspicious events and other details via e-mail, pager, etc. as prescribed by the County.

Rural/Metro will insure that FirstWatch data synchronizes with the Public Health Departments Essence Surveillance software.

Rural/Metro shall provide detailed operations, clinical, financial and administrative data in a manner that facilitates retrospective analysis.

Rural/Metro will work with the County and local hospitals to integrate and merge the hospital data and the proposed prehospital patient care record, as well as dispatch information.

Rural/Metro will work with the County to identify the type and frequency of desired ad hoc electronic reports.

Rural/Metro will provide data by using the systems identified below. Rural/Metro may make changes to these systems as approved by the EMS Agency.

Electronic Data Reporting		
Function	Data Reported	Source
Clinical/CQI	Continuing Education Compliance	TargetSafety PreventionLink
	Summary of clinical service inquiries and resolutions	Rural/Metro Customer Inquiry Tracking Database
	Summary of interrupted calls due to vehicle/equipment failures	FirstWatch
	List of trauma transports, by city and by hospital, including response time, on-scene time and transport to hospital time.	FirstWatch
Operations	Calls and Transports by Priority, ERZ & Community	FirstWatch
	Mutual aid responses to and from the system	FirstWatch
HR	List of EMTs and paramedics currently employed, including name, address, phone number, license and expiration date, ACLS expiration data and driver's license number	Excel spreadsheet
	List of employees promoted throughout organization	Excel spreadsheet
	List of employees recognized with awards	Excel spreadsheet
Community Service	Community education events	Excel spreadsheet
	Public relations activities	Excel spreadsheet
Financial	Income statement	Excel spreadsheet
	Balance sheet	Excel spreadsheet
	Cash flow statement	Excel spreadsheet

Data Reporting Capabilities

Rural/Metro's electronic data system shall be capable of producing the following required reports to be utilized in measuring response time compliance.

Performance Reporting Requirements [x] denotes required

Monthly	BOA	SZ1	SZ2	SZ3	SZ4	SZ5
Total Responses (RLS & Non-RLS) [#]	x	n/a	n/a	n/a	n/a	n/a
RLS Responses [#]	x	x	x	x	x	x
RLS Late Responses [#]	x	x	x	x	x	x
RLS Unadjusted Compliance [%]	x	x	x	x	x	x
RLS Adjusted Late Responses [#]	x	x	x	x	x	x
RLS Adjusted Compliance [%]	x	x	x	x	x	x
Transports – Number of Events [#]	x	x	x	x	x	x
Transports – Number of Total Patients [#]	x	x	x	x	x	x
Dry Runs [#]	x	x	x	x	x	x
Dry Runs – By Type	x	x	x	x	x	x
Cancelled On Time [#]	x	x	x	x	x	x
Cancelled Late [#]	x	x	x	x	x	x
Unusual System Overload (USO) Exemptions [#]	x	x	x	x	x	x
Exemptions Requested [#]	x	x	x	x	x	x
Types of Exemption	x	x	x	x	x	x
Exemptions Granted [#]	x	x	x	x	x	x
Extended Minutes [#]	x	x	x	x	x	x
Compliance Fine [\$]	x	x	x	x	x	x
Non-RLS Responses [#]	x	x	x	x	x	x
Non-RLS Late Responses [#]	x	x	x	x	x	x
Non-RLS Unadjusted Compliance [%]	x	x	x	x	x	x
Non-RLS Adjusted Late Responses [#]	x	x	x	x	x	x
Non-RLS Adjusted Compliance [%]	x	x	x	x	x	x
Transports – Number of Events [#]	x	x	x	x	x	x
Transports – Number of Total Patients [#]	x	x	x	x	x	x
Dry Runs [#]	x	x	x	x	x	x
Dry Runs – By Type	x	x	x	x	x	x
Cancelled On Time [#]	x	x	x	x	x	x
Cancelled Late [#]	x	x	x	x	x	x
Unusual System Overload (USO) Exemptions [#]	x	x	x	x	x	x
Exemption Requested [#]	x	x	x	x	x	x
Types of Exemption	x	x	x	x	x	x
Exemptions Granted [#]	x	x	x	x	x	x
Extended Minutes [#]	x	x	x	x	x	x
Compliance Fine [\$]	x	x	x	x	x	x
Total Extended Minutes [#]	x	n/a	n/a	n/a	n/a	n/a
Total Extended Minutes Compliance Fine [\$]	x	n/a	n/a	n/a	n/a	n/a
Non-EOA Utilization Fine [\$]	x	n/a	n/a	n/a	n/a	n/a
Subzone Compliance Fines [\$]	x	n/a	n/a	n/a	n/a	n/a
ALS Subcontractor Total Fines [\$]	x	n/a	n/a	n/a	n/a	n/a
Grand Total [\$]	x	n/a	n/a	n/a	n/a	n/a

EXHIBIT J

INTEGRATION OF FIRST RESPONDERS

Local Training

Rural/Metro will provide all first response, County EMS Agency, and Rural/Metro's paramedics in the County with Advanced Cardiac Life Support (or County-approved equivalent) and Pediatric Advanced Life Support (or County-approved equivalent) certification throughout the duration of the agreement at Rural/Metro's cost.

Rural/Metro will invite fire agency personnel to participate at no cost in Rural/Metro's CQI-driven joint in-class education and training which will be offered at least quarterly.

Rural/Metro will offer an EMT Recertification & Education Program that provides fire agency training personnel with free training materials every other month on a 24-month cycle so that all EMT first responders will have the necessary education and skills completed for EMT recertification at no cost to the agencies. Rural/Metro will provide presentations, sign-in sheets, post-tests and course evaluations, in addition to CE certification and instructor training.

Mobile Training Van

Rural/Metro will provide a mobile training vehicle that travels the County on a consistent, rotating schedule to provide convenient training opportunities for the first responder agencies.

Rural/Metro will develop and implement schedule in cooperation with the fire departments and County EMS, and the programs will be custom-developed to meet the agencies' need.

The County shall approve the markings and design of the Mobile Training Van.

24/365 Web Training

Rural/Metro will provide a 24/365 web-based education program at no cost for all first responders and ambulance personnel using the TargetSafety system.

Student Ridealongs & Preferred Placement

Rural/Metro will provide ride-along services for all approved Santa Clara County EMT and paramedic training programs at no cost to the school or individual student.

Rural/Metro will provide preferential placement to students enrolled in Santa Clara County approved programs and/or fire department personnel employed with a Santa Clara County fire department or Santa Clara County permitted ambulance provider.

Joint Special Events Team

Rural/Metro will develop and implement a joint special events team that utilizes resources provided by Rural/Metro and the agencies that wish to participate by September 2011.

Firefighter Rehab Support: To ensure the safety of our first responder partners, Rural/Metro will establish a rescuer rehab at no cost to the local agency or County during all second alarm fires or other incidents in Santa Clara County.

Negotiated Discounts

As a national ambulance service provider, Rural/Metro negotiates discounted group purchasing rates on supplies and equipment. These rates will be extended to the County and first responder agencies. Rural/Metro's supply manager will work cooperatively with all our system partners to establish efficient and convenient purchasing processes.

Approved

EXHIBIT K

EMPLOYEE AND WORKFORCE PROVISIONS

Rural/Metro will ensure that employees meet the County's high standards, with the thorough understanding that our employees indirectly represent the County as emergency service providers.

Rural/Metro will assure quality, employee-driven programs that support the recruitment and retention of a highly qualified staff.

Incumbent Personnel Solicitation

Rural/Metro will guarantee that all incumbent employees who are currently working fulltime in the Santa Clara 911 system, who meet the minimum requirements will be afforded employment, with compensation and benefits that are commensurate with or superior to the current provider's. Rural/Metro guarantees that all incumbent employees afforded employment that honors their current seniority in determining pay scale and shift scheduling.

In cooperation with the EMS Agency, Rural/Metro will host a local, private, three-night job fair. The fair will include: an informational session welcoming the employees, an introduction to Rural/Metro and a review of our compensation and benefits package; an opportunity to fill out an application; a credentials review; and a standard pre-employment physical ability evaluation and drug screening.

Rural/Metro's entire management team will be on hand to immediately address attendees' questions or concerns, and we will provide a direct phone number to an HR representative for any future inquiries.

After the job fair, Rural/Metro will promptly and thoroughly review each applicant's application and ability to meet the minimum requirements. Once an incumbent employee has been identified as meeting the minimum requirements, a job offer will be made. Most offers will occur within 72 hours of the job fair.

Rural/Metro recognizes the value of local system expertise and shall invite current management and supervisory staff of the departing provider to apply for positions on Rural/Metro's management team.

Rural/Metro will review employment history to determine if an incumbent manager/supervisor will be an asset to our high-performance team. Rural/Metro provides no guarantee of employment to existing departing provider management staff.

Rural/Metro will solicit the input of the EMS Agency and the first responder agencies in supervisory and management hiring decisions.

County Credentialing Required

Rural/Metro's Emergency Medical Technicians, Paramedics and Field Supervisors shall be credentialed in Santa Clara County and issued an authorized Santa Clara County EMS System Identification Badge.

Eligibility for County credentialing shall include a state and federal background check, paid for by Rural/Metro, with records reportable to the Santa Clara County EMS Agency as applicable.

Pre-Screening of Employees

Rural/Metro will eliminate candidates with felony or certain misdemeanor convictions, and to ensure appropriate certifications/licensure. Prescreening includes:

- Background checks performed online through the U.S. Government's Excluded Parties List System (EPLS) website (www.epls.gov)
- Background checks performed through the U.S. Department of Health and Human Services Office of the Inspector General
- Background checks performed via Live Scan
- Pre-employment drug screenings
- Physical Ability Assessments by a licensed medical practitioner
- State licenses verified online through the State of California Emergency Medical Services Authority website (www.emsa.ca.gov)
- A 5-year DMV driving record
- RN licenses verified online through the State of California website (www2.dca.ca.gov)
- Visual verification of current licenses and certifications

Lifting Technique Training

Rural/Metro shall provide a comprehensive Back Safety and Injury Prevention program for all employees during orientation and those who return to work following an injury.

Hazard Reduction Training

Rural/Metro shall provide training and policies/procedures designed to reduce hazards to patients and employees. In addition driver and lifting technique training, the following activities shall be implemented to reduce hazard exposure include (but are not limited to):

- An OSHA-approved respiratory protection program
- Gurney-use policies, including management of bariatric patients
- Incident Command System (ICS) training, Standardized Emergency Management System, and National Incident Management System training
- Incident reporting policies
- Personal Protective Equipment (PPE) policies/procedures
- Equipment and/or ambulance failure policies/procedures
- Harassment/professionalism policies
- Station and ambulance security policies
- Controlled-substance policies
- Drug-free workplace policies
- Chemical and biological materials training and decontamination policies
- Santa Clara County Smoke Free Environment Policies

Salary & Benefits

Rural/Metro shall offer a wage and benefits package to current Santa Clara County field personnel that meets or exceeds that offered by the incumbent provider. The Emergency Medical Services Agreement

wage and benefit packages are enhanced for the full term of this agreement to remain competitive for the market area. Average salaries for employees throughout the organization shall be equal to or exceed current salary levels.

In addition to competitive salaries, Rural/Metro offers all full-time employees, from field to administrative to management personnel, comprehensive medical, dental and vision options, as well as a 401k program for retirement savings. We have an open enrollment period in May of each year during which employees can choose from several benefits options. Year-round, employees are free to contact their local Human Resources representative with any benefits questions, call our corporate Benefits Center through a toll free number, or access information at anytime via Rural/Metro's online benefits system (www.myrmbenefits.com).

The following information is representative of the fringe benefits packages we offer employees nationally. The final benefits and compensation package for Santa Clara County employees will be contingent, of course, upon negotiations with the employees' chosen labor organization. Incumbent employees' tenure shall be honored with respect to benefits, such as vacation accrual.

Health, Dental & Vision Benefits

Rural/Metro shall provide health insurance benefits through Cigna's Prime or an equivalent plan. The Prime plan is a reduced premium, high-deductible plan offered in conjunction with a Health Savings Account. The Prime plan also offers out-of-network coverage for individuals who seek care outside of the Cigna network of healthcare practitioners.

With a Health Savings Account, employees can determine how much money to save for the year, up to the federal limit. All contributions to the Health Savings Accounts are taken through payroll deductions on a pre-tax basis. Health Savings Accounts dollars can be used to pay for qualified health care expenses, such as co-pays, deductibles, co-insurance costs, eyeglasses and contact lenses. There is no forfeiture on the contributions made; any unused money in the Health Savings Accounts account rolls over to the next plan year.

Dental coverage shall be offered through MetLife or an equivalent plan for preventative care, basic and major services, and orthodontia benefits are available for children up to age 19. Vision benefits shall be provided through Cigna or an equivalent plan.

Vacation, Sick Time & Holidays

Eligible full-time employees accrue vacation based on their anniversary years of full-time employment. New employees accrue vacation effective from their date of hire. For example, non-represented Employees can bank up to 175% of their annual accrual.

Continuous Full-Time Employment	Vacation Benefit
0 to 4 years	2 Weeks
5 to 10 years	3 Weeks

11 to 14 years	4 Weeks
15+ years	5 Weeks

Full-time employees are eligible for paid time away from work due to personal illness or an illness in their immediate family. All full-time employees receive five days of sick leave each year, awarded January 1 or prorated for new employees based on their start date.

Rural/Metro offers a minimum of eight paid holidays to full-time employees.

Bereavement & Leaves of Absence

In the event of death in a full-time employee's immediate family, Rural/Metro provides up to five consecutive calendar days off with pay. Bereavement leave is payable to employees for work time missed.

Rural/Metro also offers various types of leaves of absences, based on the employee's needs. All leave of absences are granted in accordance with Federal and State employment laws.

Employee Assistance Program

Rural/Metro offers professional counseling, referral and educational services through our Employee Assistance Program (EAP) provider. Counseling staff is comprised of state-licensed psychologists, and therapists at master's and doctorate levels. If long-term therapy or specialized treatment is required, the EAP program provides referrals to local professionals and treatment sources, many of which may be covered by the employee's health insurance.

Tuition & Certification Reimbursement

Rural/Metro supports employee development, realizing that it's as important to the employee's future growth as it is to the company's success. To assist employees in developing and learning new skills through external educational institutions or programs, Rural/Metro offers a tuition reimbursement program for full-time employees who have completed a minimum of one year's continuous full-time service. Reimbursement is provided, upon successful completion, for pre-approved courses offered through an accredited academic educational institution or certified training program. Benefits cap at \$2,000 annually. Tuition reimbursement is subject to prior approval.

Rural/Metro reimburses all employees for fees associated with the renewal of all required state, county or city licenses and/or certifications. In addition, we provide at least 24 hours per year of no-cost continuing education for paramedics and at least 12 hours of continuing education opportunities for EMTs. Hours spent in any mandatory training are always paid.

Paramedic Scholarships

Rural/Metro offers two national paramedic training scholarships valued at \$15,000 per year. The scholarships pay for tuition, lab, book and ancillary fees to a qualified college. The selection process for these scholarships includes an interview, and

written and practical exams. Applicants must also have a clean employee file. Those selected are monitored and mentored to promote success.

Life Insurance

Rural/Metro provides basic life insurance to employees and eligible family members. As needs for financial protection vary, employees may also purchase additional life insurance for themselves and their family.

Short & Long Term Disability

Short-term disability coverage replaces part of an employee's pay during a covered disability and is available to employees who are actively working. Premiums are based on the employee's age when the policy is issued, and benefits cover sickness or injury, as well as pregnancy as long as it's not a pre-existing condition. This is a voluntary plan that the employee must enroll in when they are first eligible or during annual enrollment.

Long-term disability benefits provide income protection for employees and their family should they become totally disabled and can no longer work. Rural/Metro provides LTD coverage, and offers employees the option to purchase supplemental LTD. The plan pays benefits if the employee's disability lasts longer than 90 days. If the employee remains disabled, the benefits are payable to age 65.

401(k) Savings Plan

Rural/Metro promotes employees' long-term financial security through a 401(k) savings plan program. With Fidelity as a benefit partner, employees have access to tools and information that assist in making savings and investment decisions. Employees pay no taxes on the money they contribute to the plan, any matching contributions or any of the investment earnings, until the money is withdrawn from the account. In some cases, loans or hardship withdrawals may be permitted.

Recruitment and Retention

Rural/Metro will reach out to the local paramedic and EMT program administrators to discuss how Rural/Metro may support their programs and provide preferred placement for successful students.

If of interest to first responders, Rural/Metro will develop and implement a cooperative recruitment and hiring program. Such a program may include:

- Co-hosting job fairs and educational events that advertise opportunities across agencies and create networking opportunities;
- Advertising both Rural/Metro, County EMS, and fire department openings on Rural/Metro's local website;
- Mentoring employees on fire department hiring requirements and processes;
- Inviting fire department representatives to monthly New Employee Orientation Program so they can welcome employees and introduce their departments;
- Tracking for the County and local departments the number of employees who transition within the system from Rural/Metro to a fire agency; and
- Communicating to employees that we're supportive of their chosen career path, no matter which direction it leads.

Diversity Outreach Opportunity and Recruitment Program (DOOR)

Rural/Metro shall implement a comprehensive Equal Employment Opportunity (EEO) program. In addition, Rural/Metro shall adhere to the County of Santa Clara's Policy on Diversity.

Rural/Metro shall implement the Diversity Outreach Opportunity and Recruitment (DOOR) program in Santa Clara County by December 31, 2011. This program helps to ensure that Rural/Metro's personnel reflect the ethnically diverse communities within Santa Clara County by creating awareness of careers in emergency services; supporting the training required to work in emergency services; and providing job opportunities and placement services to qualified individuals of diverse racial and ethnic backgrounds.

Rural/Metro will forge community partnerships with local Santa Clara County organizations, support their initiatives and solicit their participation in recruitment events.

Supervisory and Management Personnel Screening

Rural/Metro will seek top professionals who maintain a fresh outlook on emergency medicine and medical transportation services, and demand quality in their work. Rural/Metro will hire candidates with superior knowledge, distinguished technical abilities and a professional bearing and will seek to employ those individuals with innovative ideas, a willingness to work as a team, and a deep sense of community partnership and support.

Education & Training

Rural/Metro shall provide a comprehensive New Employee Orientation Program and ongoing continuing education and field exercise opportunities for employees to develop and maintain their skills.

Rural/Metro shall become a Continuing Education Provider for Santa Clara County in accordance with Santa Clara County Prehospital Care Policy.

New Hire Orientation Program

All new Rural/Metro employees shall attend a comprehensive New Employee Orientation Program (NEOP), which includes an explanation of pay and benefits, rules and regulations, and where and how to get assistance. At a minimum, the course shall cover the following curriculum:

- Role of the County and Rural/Metro
- Customer Service
- EMS Service Expectations
- EMS System Overview
- Scheduling, Uniforms, Payroll
- Standard Operating Procedures and Operations Overview
- Compliance Training
- Communications/System Status Management
- Health and Safety/Back Safety
- Systems Authority and Operational/Clinical Chain of Command

- Weapons of Mass Destruction Training
- EMT Scope of Practice Overview
- Paramedic Scope of Practice Overview
- Public Relations
- Ambulance and Equipment Orientation
- Medicare, Medical, HIPAA, OSHA, Corporate Compliance Training Documentation
- Mapping
- Emergency Vehicle Operator Training

Transitional Training

Rural/Metro shall require all new and incumbent personnel to complete a four hour EMS System Update prior to June 1, 2011. The County shall schedule the program and provide all instruction. This program is designed to review roles and responsibilities, clarify system changes; revise personnel applications, documents, and identification cards, and reinforce the role of the County in the delivery of Emergency Medical Services in Santa Clara County.

Orientation to Santa Clara County EMS System

Rural/Metro will provide an accreditation and orientation program designed for all new paramedics in the Santa Clara County EMS System consistent with Santa Clara County Prehospital Care Policy.

Rural/Metro will assist the EMS Agency in providing instruction in the EMS System Orientation program in addition to any Rural/Metro- based orientation.

Driver Training

Rural/Metro will provide an ongoing driver training program with integral mapping training for all field personnel.

All new-hire field personnel shall be required to attend an 8-hour Ambulance Driver Training Course conducted by DMV-certified instructors, including 3 hours of classroom instruction, 2 hours of map training with drills, 2.5 hours of skills testing and observation on a cone and street course, and a 2.5-hour course evaluation.

Refresher training shall be completed every two years.

Incident Command System Training

Rural/Metro shall ensure that all personnel meet Incident Command and other required training prior to the start of field service as identified in Santa Clara County Prehospital Care Policy.

WMD Training

In addition to the standard requirements, Rural/Metro will provide, at cost, additional training in the Incident Command System, the National Incident Management System, and the Standardized Emergency Management System will be provided. Specialized training in chemical, biologic, radiation, nuclear and explosive terrorism incidents will also be required. This training will follow County of Santa Clara, California State EMS Authority and Department of Homeland Security recommendations.

Emergency Medical Services Agreement

12/07/10 – Exhibit K

Page 7 of 15

Approved

Infection Control Training

Rural/Metro shall have an on-call infection control officer available 24/7 in Santa Clara County to promptly address employees' questions or concerns related to a potential exposure and to ensure proper follow-up to any exposure incidents.

Critical Incident Stress Management (CISM) Training

Rural/Metro shall ensure that field Supervisors and other interested field personnel shall receive training in Critical Incident Stress Management (CISM) per the International Critical Incident Stress Foundation.

Rural/Metro shall provide an internal CISM team will be available as a resource the fire first responders and the County EMS System stakeholders at not cost.

Backgrounds Checks

All Rural/Metro contractors and employees shall complete a State of California Department of Justice and Federal criminal background check, reportable to the Santa Clara County EMS Agency, paid for by Rural/Metro.

Rural/Metro understands and agrees that the County may summarily reject the service of any member of Rural/Metro's staff based on the results of this check.

Public Trust Positions and Key Personnel

At the request of the County, all key management personnel may be required to complete Public Trust Position declarations. Rural/Metro is expected to furnish replacement personnel with equal or superior qualifications to their predecessors and commits to including the EMS Agency and the first responder agencies in the hiring of key management positions.

Field Management and Supervision

Rural/Metro's supervisors shall participate in a daily briefing conducted by the County EMS Duty Chief each day. The intent of this briefing is to review daily system events, performance, event planning, and to coordinate training, exercises, and drills. Members of the County Communication Center and other partners may also participate.

General Provisions

Rural/Metro shall participate in efforts to build rapport among employees, the County, and the first responders through shared training opportunities, community service and extracurricular activities.

Rural/Metro shall ensure that all employees are thoroughly oriented to the system and follow all company procedures, which includes clear direction that on-scene activity must adhere to the Incident Command System and Standardized Emergency Management System.

Rural/Metro's field personnel, managers, supervisors, EMTs and paramedics shall adhere to the Incident Commander or County's instructions regarding overall scene operations as applicable.

Rural/Metro agrees that any personnel not readily complying with the ICS/SEMS System is subject to disciplinary measures.

Rural/Metro's Operations Manager shall be available 24/365 to respond to concerns.

Rural/Metro will work with the County to determine if credentialing for specific functions within the National Incident Management System (NIMS) is desirable, and provide the training necessary to secure this credentialing for our employees.

Two-Way Communication

Employees who are both informed and heard are more likely to experience job satisfaction. Rural/Metro offers several avenues for encouraging, gathering, providing feedback on and acting on employee improvement suggestions, including:

- Semiannual workforce meetings;
- A custom local website that provides company, system and industry news and information, and an employee comment blog;
- Encouraging dialog individually and during staff meetings;
- Disseminating forms for feedback following every education program. The Clinical Quality team reads every form, taking recommendations and comments into consideration in their education planning;
- Conducting employee exit interviews; and
- NetScheduler Pro (shift scheduling system), which provides an email system and message board through which supervisors routinely communicate with staff and post announcements.
- Field Supervisors are available by phone, email or page 24/365 to address paramedic/EMTs' immediate concerns or questions;
- 24/365 ePCR support; an IT Manager is on call at all times, and responds to pages within 5 minutes to assist field crews or any other employee with questions or concerns;
- A quarterly color newsletter, that keeps personnel apprised of noteworthy activities within the organization and in the community. The newsletter also features fun highlights, such as employee spotlights and 'super saves.';
- The VoiceShot system can send automated voice and text message alerts to the entire organization or selected groups within the organization. The system may be used to alert employees to an urgent change in medical protocols, staffing needs or a mass-casualty event;
- An "open door" policy encourages employees to speak with any member of the management team to resolve issues or address concerns; and
- An online benefits system (www.myrmbenefits.com) and hotline allows employees to easily access benefits information.

Employee Recognition

Employees are routinely praised for strong performance, but Rural/Metro uses a "Job Well Done" program to formally recognize employees every month for exceptional job performance. These employees receive a certificate and movie tickets.

To engage our personnel and encourage involvement and socialization, Rural/Metro hosts quarterly events for employees to meet outside of work. To strengthen our

relationships with the first responders, Rural/Metro will extend invitations to the fire departments in Santa Clara County.

Every year, Rural/Metro hosts events throughout EMS Week in May to honor our personnel for their dedicated service to the community.

In addition to efforts to engage the workforce, Rural/Metro will research local businesses and provide resources for the workforce about public safety discounts in the community. Each business that provides a discount will receive a certificate of appreciation to hang up in their local store.

Opportunities to Contribute

Employees who are provided with an opportunity to contribute to the organization and the community at large are much more likely to experience job satisfaction.

Rural/Metro appreciates front-line employees' real-world experience and talents. For example:

- Paramedics and EMTs participate in our local Quality Improvement and Education Committees, where they voice their opinions on clinical and educational issues;
- Field employees participate on our Equipment Committee, where they weigh in on new equipment under consideration for purchase; and
- Employees have ample opportunities to participate in community education and service events.

Pathways for Advancement

Rural/Metro provides clear pathways and opportunities for employees to learn and advance in the organization. For example:

- Employees are evaluated annually and provided with individual goals;
- Rural/Metro is an equal opportunity employer, ensuring that all employees, regardless of sex, race, ethnic background, etc., afforded equal advancement opportunities;
- Personalized CQI report cards hone in on individual employees' clinical strengths and weaknesses;
- One-on-one mentoring guides employees to success; and
- Rural/Metro promotes from within whenever possible.

Safe and Healthy Work Environment

Twice annually, Rural/Metro will host a health and wellness fair in for all employees, where they will have the opportunity to speak with personal counselors to discuss their benefit program offerings as well as the available local health resources. Employees will also have the option to sign up for and receive BioMetric Health Screenings, including blood pressure, cholesterol and blood sugar checks.

Rural/Metro shall ensure a safe and healthy work environment that includes, but is not limited to:

- Access to kitchen facilities and healthy vending machines;
- A "green" office environment, including low VOC paints and furniture;
- 24/365 access to a Rural/Metro provided gym at no cost (including strength and cardiovascular equipment);
- Free immunizations

Health & Wellness

Rural/Metro will form a committee including County representatives, Rural/Metro managers and field employees, and fire department personnel to customize a program for Santa Clara County that incorporates preventative health, injury reduction and prevention, mental and physical wellness, and nutrition and physical fitness.

Rural/Metro will then implement the program described above by December 2011.

Immunizations

Rural/Metro will meet all Occupational Safety and Health Administration (OSHA/CalOSHA) immunization standards and will provide, free of charge, annual TB testing as well as vaccinations for Hepatitis A and B, DTaP (pertussis) and seasonal influenza/H1N1 to all field personnel.

Rural/Metro shall provide free annual tuberculosis testing to all clinical care employees.

Personal Protective Equipment (PPE)

Rural/Metro will provide OSHA and NFPA compliant personal protective equipment to employees working in potentially hazardous environments, including the provision of routine patient care, rescue operations and motor vehicle accidents, etc.

Rural/Metro will provide annual N95 particulate respirator fit testing.

Ambulance & Equipment Sanitation

Rural/Metro will use the Zimek Sterilizing System for promoting the health and safety of the County's EMS responders and patients. This system will be available for use at no cost to the fire departments in Santa Clara County.

Injury Reduction and Prevention

Rural/Metro will implement the following programs:

Safe Lifting Program – the BACKPAK

The BACKPAK is a four-part program that includes an introduction video, proper lifting techniques, hands-on skills testing and a review test at the end. The program is provided during New Employee Orientation, as well as before an employee returns to work following a back or lifting injury.

Facility Inspection Process

Annually, Rural/Metro's designated safety officers inspect all company facilities, including ambulance stations, for safety hazards. Inspections are designed to comply with all state and federal OSHA requirements. Once a hazard/deficiency is identified, the manager or supervisor responsible for the area has 15 days to correct the deficiency and pass a re-inspection. Facility inspections ensure compliance with rules and regulations set forth by state and federal guidelines.

Monthly Safety Briefings

Implement a series of safety cards specific to Santa Clara County. The informative cards will contain a single, focused safety message related to the medical

transportation industry. Messages will be driven by local or national injury data, EMS research or local disease issues.

Field supervisors will receive new cards monthly and will be required to discuss the issues addressed on the card with employees while on duty. Such interaction contributes to a culture of safety and usually leads to in-depth discussions regarding safety issues or other field-related concerns.

Health Savings Accounts

Provision of a Health Savings Account through which employees can set aside tax-free contributions to fund non-traditional treatments that promote mental and physical wellness, such as acupuncture and massage therapy.

Employee Assistance Program (EAP)

Rural/Metro offers professional, confidential counseling, referral and educational services through an EAP provider.

Critical Incident Stress Management (CISM)

Rural/Metro shall offer Critical Incident Stress Management & Debriefing (CISM & CISD, respectively). CISM & CISD are nationally recognized therapies provided by and for emergency responders at no cost to the employee.

Rural/Metro will provide the CISM and CISD training to three interested field personnel in Santa Clara County. In addition, all Field Supervisors will be trained in CISM.

Lunch & Learn Session

Quarterly, Rural/Metro will provide employees with "Lunch and Learn" mini courses covering topics such as stress management, fitness, work-life balance, personal financial planning and other topics that promote wellness.

Nutrition & Physical Fitness

Rural/Metro shall provide employees with several benefits designed to encourage proper nutrition and physical fitness.

Annual Physicals

Rural/Metro will encourage all personnel to undergo an annual physical examination. Further, employees returning to work following an injury will be examined and released for service by a licensed physician.

Deductible-Free Wellness Care

Rural/Metro's Cigna Prime plan provides deductible-free coverage for annual wellness visits.

Physical Agility Assessments

Rural/Metro will develop and implement, in cooperation with the EMS Agency, a standardized physical agility assessment test to be administered to employees upon hire and annually thereafter.

The test will assess basic skills necessary to successfully and safely perform EMT and paramedic duties which shall include, but not be limited to, proper lifting techniques and abilities. Only those that successfully pass the assessment may operate in the Santa Clara County EMS System (applies only to those assigned to field assignments).

Incumbent personnel hired by Rural/Metro shall be required to pass the physical agility assessment prior to being made an offer of employment.

Access to Healthy Food

Rural/Metro's headquarters will facilitate food storage and preparation facilities for employees.

Rural/Metro will place Yo-Naturals or similar vending machines on site to provide employees with convenient access to healthy food options, such as nuts, fresh juices, and organic and whole-grain snack foods.

Rural/Metro will create and distribute a laminated fast-food/take-out nutrition and calorie guide representing popular meal choices at local restaurants and place a copy in every ambulance for quick reference. These guides will also be provided, if desired, to the fire departments.

Drug-Free Workplace Policies

Rural/Metro shall maintain policies to ensure employees are free from the influence of alcohol and intoxicating drugs while on duty. All employees are strictly prohibited from using, possessing, concealing, manufacturing, transporting, selling, buying or promoting the sale of any illegal drug in accordance with company policies and the Drug-Free Workplace Act.

Drug/Alcohol Screening

Rural/Metro agrees that all candidates for employment must pass a drug and alcohol screening, and that Rural/Metro will work with the employees' selected labor organization to establish testing procedures that will be used in Santa Clara County.

Substance Abuse/Drug Testing

Rural/Metro will maintain a drug and substance abuse-free workplace via drug and alcohol screenings, policies on drug and alcohol use, an Employee Assistance Program and the strict monitoring of the controlled substances used in patient care.

Controlled Substances

Rural/Metro shall implement a comprehensive "Controlled Substances" policy and procedure to assure controlled substances are secure and properly accounted for.

Rural/Metro shall develop and implement a narcotic diversion policy for approval by the County EMS Medical Director.

Staffing & Shift Schedules

Rural/Metro is committed to providing a flexible work schedule that meets the needs of Santa Clara County's EMS system and the workforce while promoting the safety and security of our patients, the community and our employees. The demanding EMS work environment requires the implementation of certain controls to ensure our

Emergency Medical Services Agreement

12/07/10 – Exhibit K

Page 13 of 15

employees remain alert and fully rested while operating ambulances and caring for patients.

Scheduled field shifts shall not routinely exceed twelve (12) consecutive hours. Rural/Metro understands that the County acknowledges some exceptions may apply due to remote area staffing needs, specialty services, unexpected EMS system surges or emergencies, and disaster responses. Rural/Metro shall work cooperatively with labor representation and the workforce to provide a variety of safe schedule options.

Routine shifts shall not exceed 12 consecutive hours. Scheduling policy and controls shall ensure that no single employee works greater than twenty-four (24) consecutive hours without at least 12 hours of time off unless a state of emergency, disaster or crisis exists. In addition, our employees shall not be routinely encumbered to work ("force hired") in excess of 56 hours per week, unless emergency or disaster conditions exist.

Rural/Metro shall use the following controls and practices to ensure patient care is not hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime and mandatory overtime without adequate rest:

Rural/Metro will dedicate a full-time Human Resources Manager to ensure an ample flow of Paramedic and EMT applicants needed to fill the schedule. In addition, a dedicated System Resource Scheduler will ensure the schedule meets the requirements of the deployment plan on a day-to-day basis.

Rural/Metro will provide a staffing plan includes flexible work schedules that accommodate employees who choose to attend school, paramedic training or a fire academy. Full-time field employees who choose to attend paramedic school will have schedules accommodated without interruption of their full-time benefits.

Rural/Metro recognizes that some employees desire to work part-time in both paid and volunteer positions. Rural/Metro will negotiate with the employees' selected union to establish fair rules that ensure employees are well rested and fit for duty in the County's EMS system. Rural/Metro will require employees to report part-time hours and shifts, so that accommodations may be made scheduling.

Rural/Metro will use a secure, web-based software application called NetScheduler or similar application. This software provides automated scheduling, timekeeping and payroll functions. NetScheduler allows management to set controls limiting the number of hours consecutively worked and a maximum number of days worked in a single week, allowing field personnel sufficient rest.

Rural/Metro's employees shall be required to comply with California Wage & Hours laws. For routine, 12-hour shifts, employees shall be allowed a two one-half (1/2) hour paid meal periods. Any field employee who works a twenty-four (24) hour shift shall be allowed three (3) paid meal periods over those 24 hours, consisting of one-half (1/2) hour duration each.

In addition to monitoring Unit Hour Utilization, Rural/Metro will assess all activity of ambulance crews, including number of responses, cancellations, dry runs, transports

and the corresponding unit hour utilization (UHU) in order to generate and distribute monthly workload reports to the management team and the EMS Agency. The system status plan will be amended as necessary to ensure responsible workload.

Rural/Metro shall protect the workforce at a .40 UHU threshold for 24-hour units.

Approved

EXHIBIT L

DEPLOYMENT PLANNING AND INITIAL PLAN

Deployment Planning & Initial Plan

Rural/Metro's detailed deployment plan, describes how Rural/Metro intends to deploy resources and assets to meet the County's performance requirements. During the first two quarters of operation, Rural/Metro will adhere to or exceed this initial coverage plan, adjusting it as necessary to maintain performance. During the first two quarters of operations under the initial deployment plan, Rural Metro may contact the County to propose modifications to the plan, provided, however, that all proposed modifications be subject to the approval by the County, which may be granted or withheld at the County's sole and absolute discretion.

Rural/Metro tracks several performance measures to ensure the deployment plan remains effective without compromising employee safety and welfare. These indicators include: response times all levels, lost unit hours, workload and UHU, chute times, mutual aid and fleet out-of-service time. Supervisors and managers review these indicators daily, and they're reported to the leadership team on a monthly basis. The deployment plan will be modified with adequate notice to employees and in accordance with County requirements.

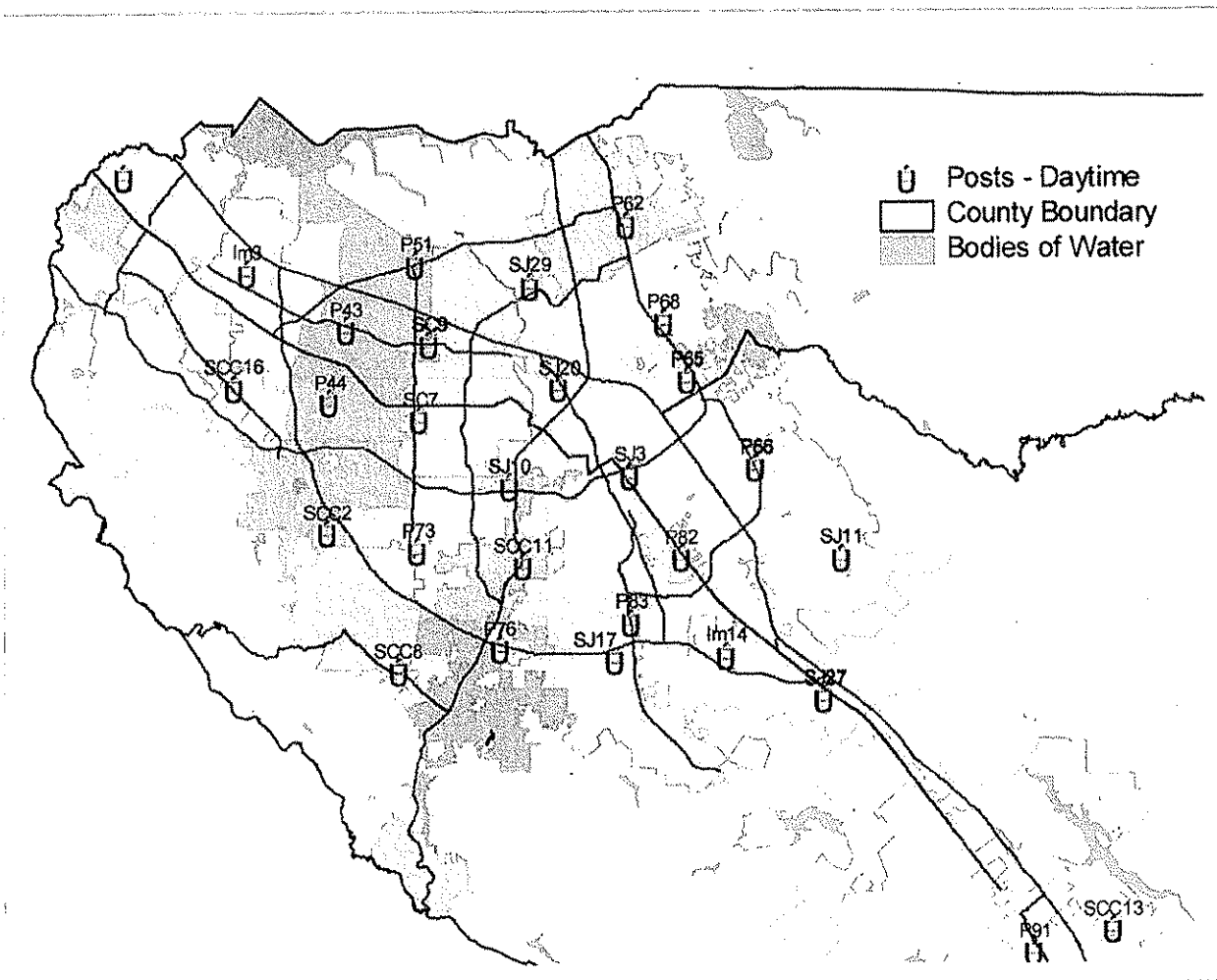
After the first two quarters of operations, subsequent coverage plan modifications, including any changes to post locations, priorities and around-the-clock coverage levels, will be made at Rural/Metro's sole discretion by notifying the County in writing at least five business days prior to the implementation of the change.

Initial Deployment Plan

The initial deployment plan was developed using the entire three-year call history, along with specifications from within the RFP and its appendices and addendums. The deployment plan requires 5,292 weekly unit hours to cover geographical and call volume demand while maintaining at least a 90% on-time response rate. This plan calls for 23 posting locations in the middle of the night and at least 32 during the day.

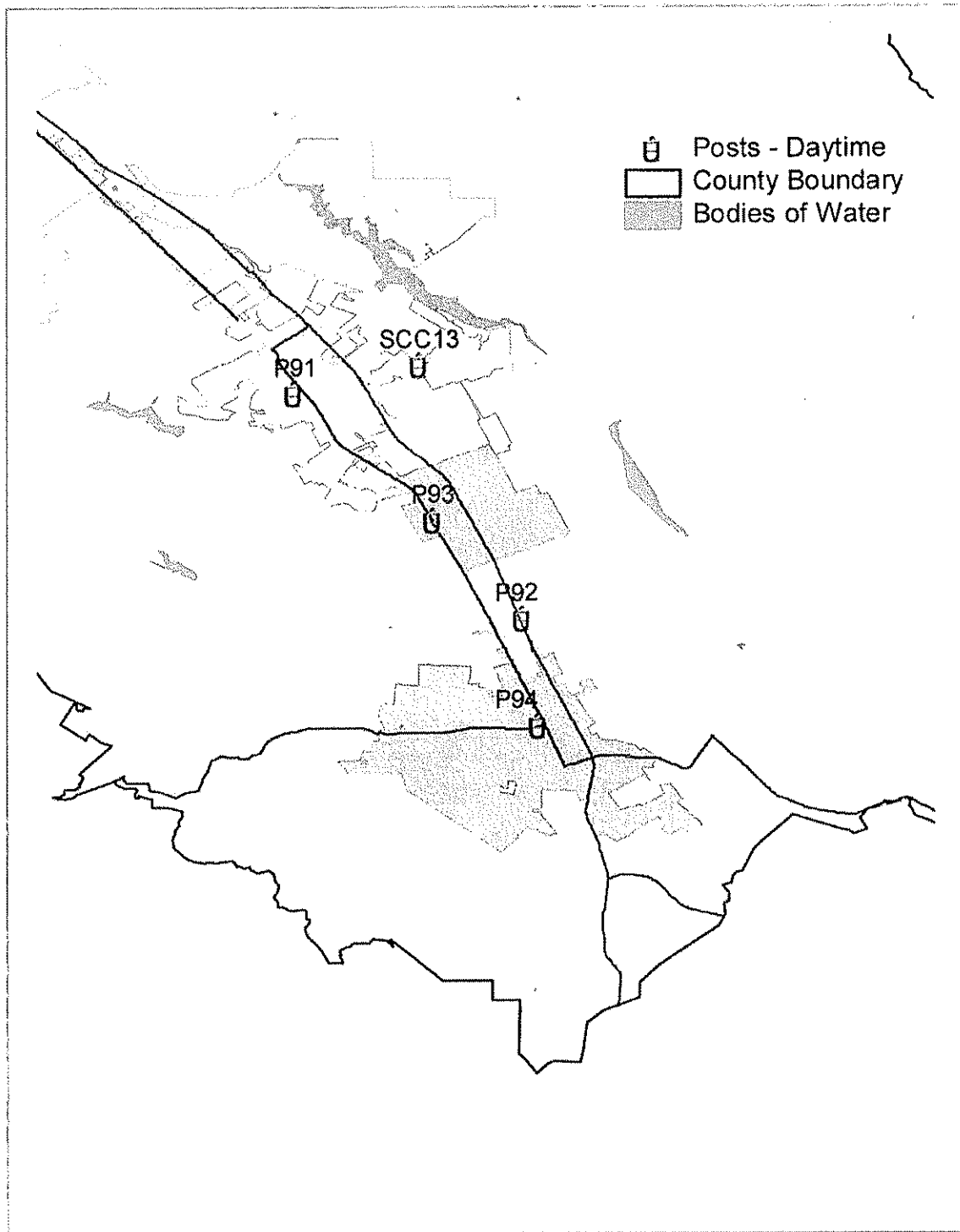
The following figures show suggested posting locations for the daytime deployment plan. Nighttime and maps displaying methodology are shown in the following subsections. The first map shows sub-zones 1 and 2 along with the western portions of sub-zones 3 and 4. The second map shows most of the western portion of sub-zone 5. The labeling of posts within the maps is consistent with the following: P# is an existing post; SCC# is a Santa Clara County fire station; SC# is a City of Santa Clara fire station; SJ# is a City of San Jose fire station; and, Im# is a possible posting location that is neither a current post nor a fire station.

Daytime Post Locations in Sub-Zones 1 – 4



Approved

Daytime Post Locations in Sub-Zone 5



Approved

The following table shows the unit hours of coverage provided by the deployment plan throughout a usual week. A table of unit hours by sub-zone follows.

Aggregate Unit Hours of Coverage for All Five Sub-zones

The following figure displays the coverage curve or unit hour utilization by hour when compared to the upper and lower staffing levels (which are described below in the methodology subsection) as well as the average call volume.

Hour	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	25.5	25.5	25.5	25.5	25.5	25.5	25.5
2	25.0	25.0	25.0	25.0	25.0	25.0	25.0
3	25.0	25.0	25.0	25.0	25.0	25.0	25.0
4	25.0	25.0	25.0	25.0	25.0	25.0	25.0
5	25.0	25.0	25.0	25.0	25.0	25.0	25.0
6	24.0	24.0	24.0	24.0	24.0	24.0	24.0
7	24.0	24.0	24.0	24.0	24.0	24.0	24.0
8	26.0	26.0	26.0	26.0	26.0	26.0	26.0
9	28.0	28.0	28.0	28.0	28.0	28.0	28.0
10	30.0	30.0	30.0	30.0	30.0	30.0	30.0
11	35.0	35.0	35.0	35.0	35.0	35.0	35.0
12	37.0	37.0	37.0	37.0	37.0	37.0	37.0
13	37.5	37.5	37.5	37.5	37.5	37.5	37.5
14	38.0	38.0	38.0	38.0	38.0	38.0	38.0
15	38.0	38.0	38.0	38.0	38.0	38.0	38.0
16	38.0	38.0	38.0	38.0	38.0	38.0	38.0
17	38.0	38.0	38.0	38.0	38.0	38.0	38.0
18	39.0	39.0	39.0	39.0	39.0	39.0	39.0
19	39.0	39.0	39.0	39.0	39.0	39.0	39.0
20	37.0	37.0	37.0	37.0	37.0	37.0	37.0
21	35.0	35.0	35.0	35.0	35.0	35.0	35.0
22	33.0	33.0	33.0	33.0	33.0	33.0	33.0
23	28.0	28.0	28.0	28.0	28.0	28.0	28.0
24	26.0	26.0	26.0	26.0	26.0	26.0	26.0

Shift List Summary

Sub-zone	24-hour 7-day	12-hour 7-day	FTE	Unit Hours
1	3	7	46	1,092
2	2	8	44	1,008
3	3	8	50	1,176
4	3	8	50	1,176
5	5	0	30	840

Shift List or Temporal Deployment Plan

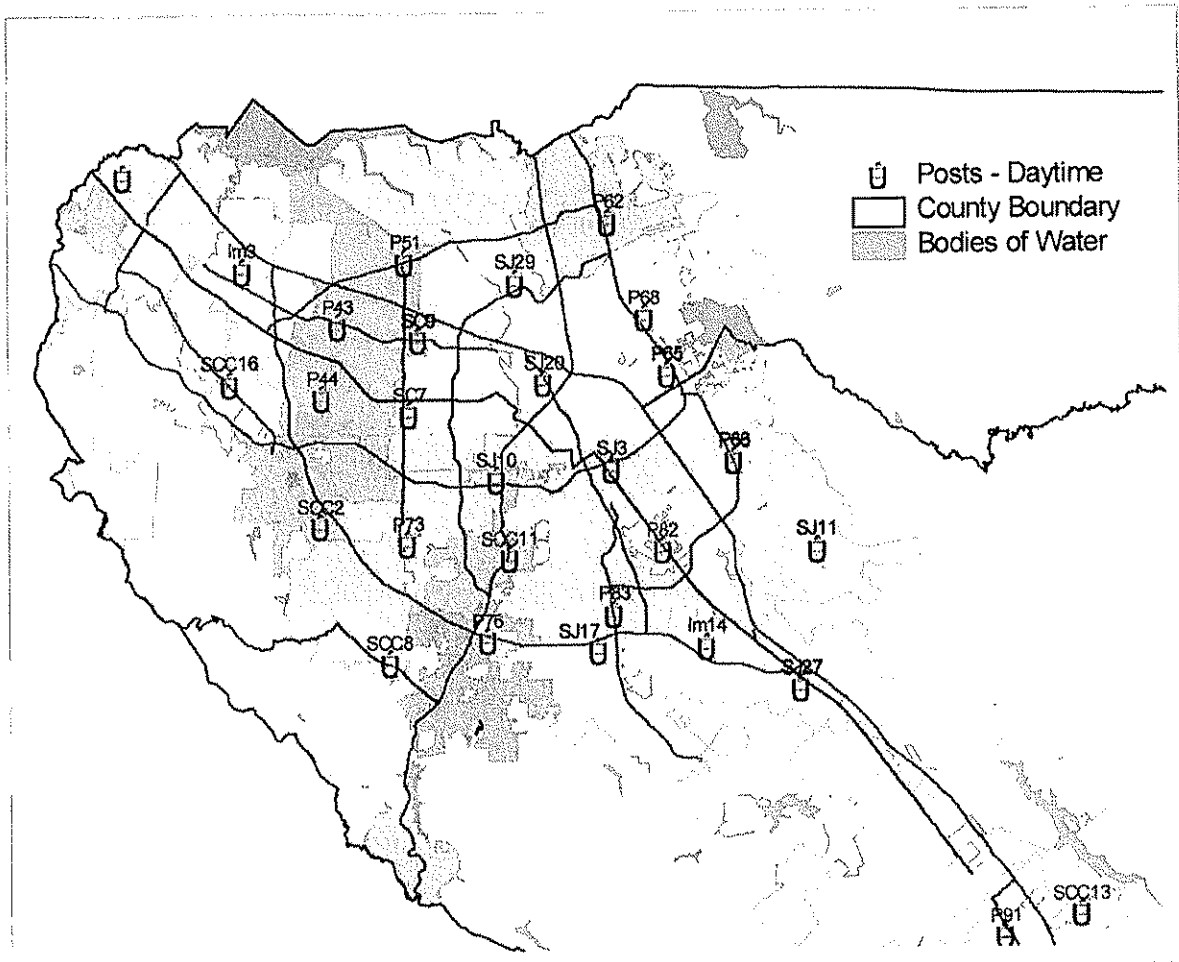
This table displays the shifts and their starting times for each day of the week in each sub-zone along with number of FTE and unit hours per shift type.

Sub-Zone	Shift	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	FTE	Unit Hrs
1	12-hr 7-day	6:30	6:30	6:30	6:30	6:30	6:30	6:30	4	84
1	12-hr 7-day	8:00	8:00	8:00	8:00	8:00	8:00	8:00	4	84
1	12-hr 7-day	8:30	8:30	8:30	8:30	8:30	8:30	8:30	4	84
1	12-hr 7-day	10:00	10:00	10:00	10:00	10:00	10:00	10:00	4	84
1	12-hr 7-day	10:00	10:00	10:00	10:00	10:00	10:00	10:00	4	84
1	12-hr 7-day	18:30	18:30	18:30	18:30	18:30	18:30	18:30	4	84
1	12-hr 7-day	20:00	20:00	20:00	20:00	20:00	20:00	20:00	4	84
1	24-hr 7-day	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6	168
1	24-hr 7-day	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6	168
1	24-hr 7-day	7:00	7:00	7:00	7:00	7:00	7:00	7:00	6	168
2	12-hr 7-day	7:00	7:00	7:00	7:00	7:00	7:00	7:00	4	84
2	12-hr 7-day	7:30	7:30	7:30	7:30	7:30	7:30	7:30	4	84
2	12-hr 7-day	7:30	7:30	7:30	7:30	7:30	7:30	7:30	4	84
2	12-hr 7-day	9:30	9:30	9:30	9:30	9:30	9:30	9:30	4	84
2	12-hr 7-day	9:30	9:30	9:30	9:30	9:30	9:30	9:30	4	84
2	12-hr 7-day	19:00	19:00	19:00	19:00	19:00	19:00	19:00	4	84
2	12-hr 7-day	19:00	19:00	19:00	19:00	19:00	19:00	19:00	4	84
2	24-hr 7-day	20:30	20:30	20:30	20:30	20:30	20:30	20:30	4	84
2	24-hr 7-day	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6	168
2	24-hr 7-day	7:00	7:00	7:00	7:00	7:00	7:00	7:00	6	168
3	12-hr 7-day	6:30	6:30	6:30	6:30	6:30	6:30	6:30	4	84
3	12-hr 7-day	6:30	6:30	6:30	6:30	6:30	6:30	6:30	4	84
3	12-hr 7-day	8:00	8:00	8:00	8:00	8:00	8:00	8:00	4	84
3	12-hr 7-day	9:30	9:30	9:30	9:30	9:30	9:30	9:30	4	84
3	12-hr 7-day	10:30	10:30	10:30	10:30	10:30	10:30	10:30	4	84
3	12-hr 7-day	11:00	11:00	11:00	11:00	11:00	11:00	11:00	4	84
3	12-hr 7-day	18:00	18:00	18:00	18:00	18:00	18:00	18:00	4	84
3	12-hr 7-day	20:00	20:00	20:00	20:00	20:00	20:00	20:00	4	84
3	24-hr 7-day	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6	168
3	24-hr 7-day	7:00	7:00	7:00	7:00	7:00	7:00	7:00	6	168
3	24-hr 7-day	7:00	7:00	7:00	7:00	7:00	7:00	7:00	6	168
4	12-hr 7-day	6:00	6:00	6:00	6:00	6:00	6:00	6:00	4	84
4	12-hr 7-day	7:30	7:30	7:30	7:30	7:30	7:30	7:30	4	84
4	12-hr 7-day	7:30	7:30	7:30	7:30	7:30	7:30	7:30	4	84
4	12-hr 7-day	9:30	9:30	9:30	9:30	9:30	9:30	9:30	4	84
4	12-hr 7-day	10:30	10:30	10:30	10:30	10:30	10:30	10:30	4	84
4	12-hr 7-day	12:30	12:30	12:30	12:30	12:30	12:30	12:30	4	84
4	12-hr 7-day	17:30	17:30	17:30	17:30	17:30	17:30	17:30	4	84
4	12-hr 7-day	17:30	17:30	17:30	17:30	17:30	17:30	17:30	4	84
4	24-hr 7-day	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6	168
4	24-hr 7-day	7:00	7:00	7:00	7:00	7:00	7:00	7:00	6	168
4	24-hr 7-day	7:00	7:00	7:00	7:00	7:00	7:00	7:00	6	168
5	24-hr 7-day	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6	168
5	24-hr 7-day	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6	168
5	24-hr 7-day	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6	168
5	24-hr 7-day	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6	168
5	24-hr 7-day	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6	168

Approved

Daytime Post Locations in Sub-Zones 1 – 4

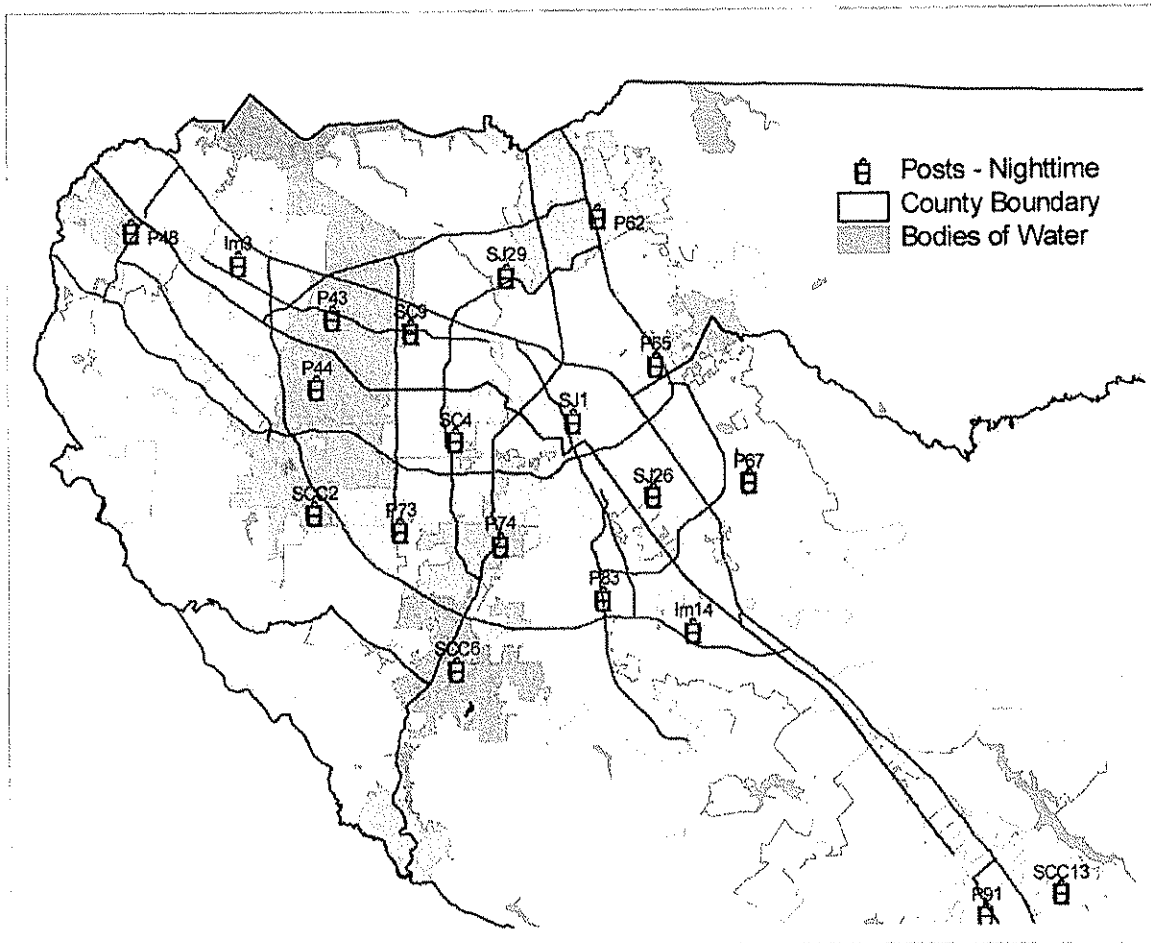
The posting locations displayed on this map are fairly uniformly distributed across the landscape, except for in and around the City of Sunnyvale, which is the large area displayed in pink in the northwestern portion of the map. This area requires a higher density of posting locations due to the first responder requirements in the City of Sunnyvale.



Approved

Nighttime Post Locations in Sub-Zones 1 - 4

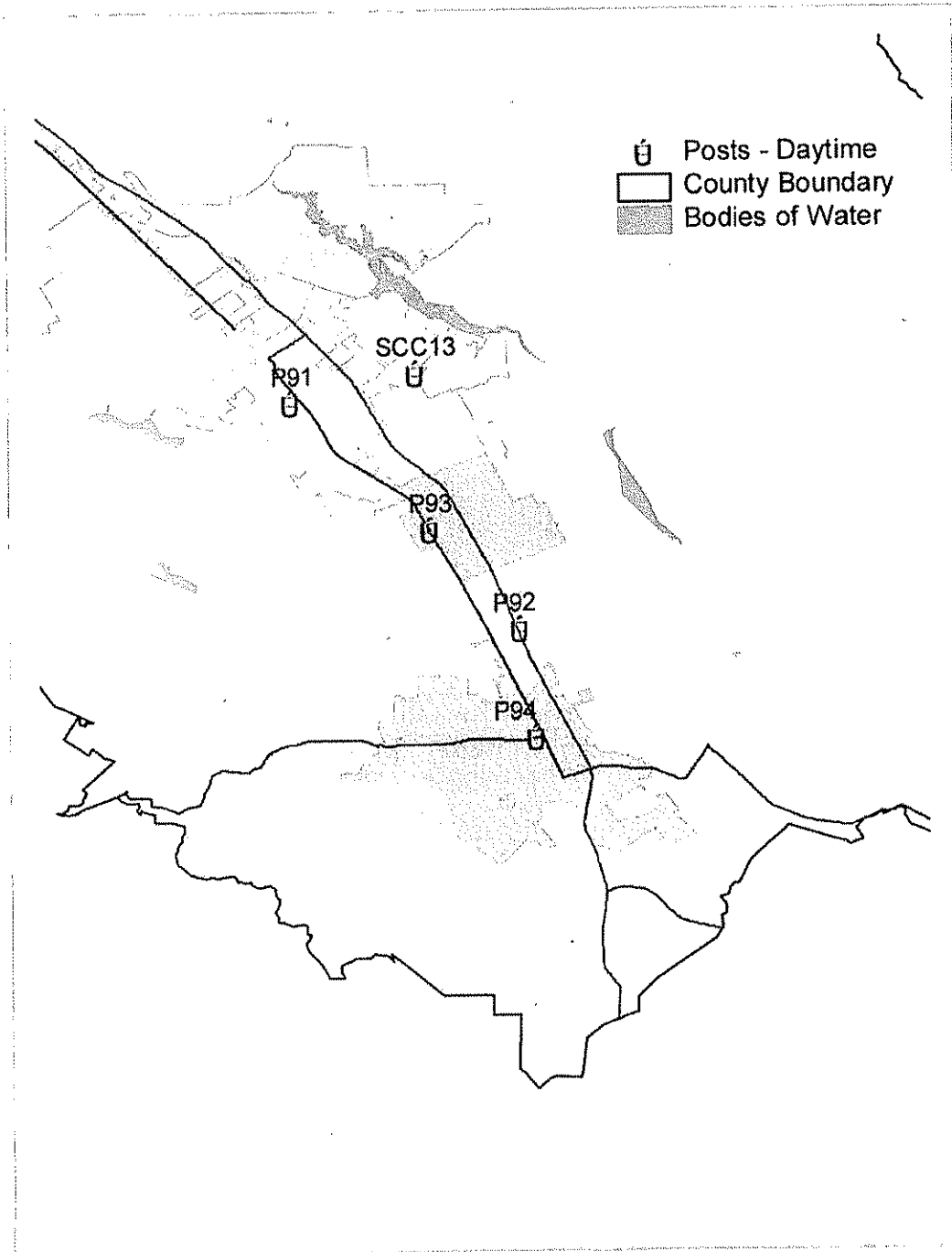
Eleven of the posting locations on the daytime map are represented in the nighttime map. On this map, there is not a clustering of posting locations around the City of Sunnyvale; this is due to the difference in the spatial distributions of daytime and nighttime calls. Whereas, there are numerous daytime calls in the north-central part of Sunnyvale, the nighttime calls show a shift slightly to the south.



Approved

Daytime Post Locations in Sub-Zone 5

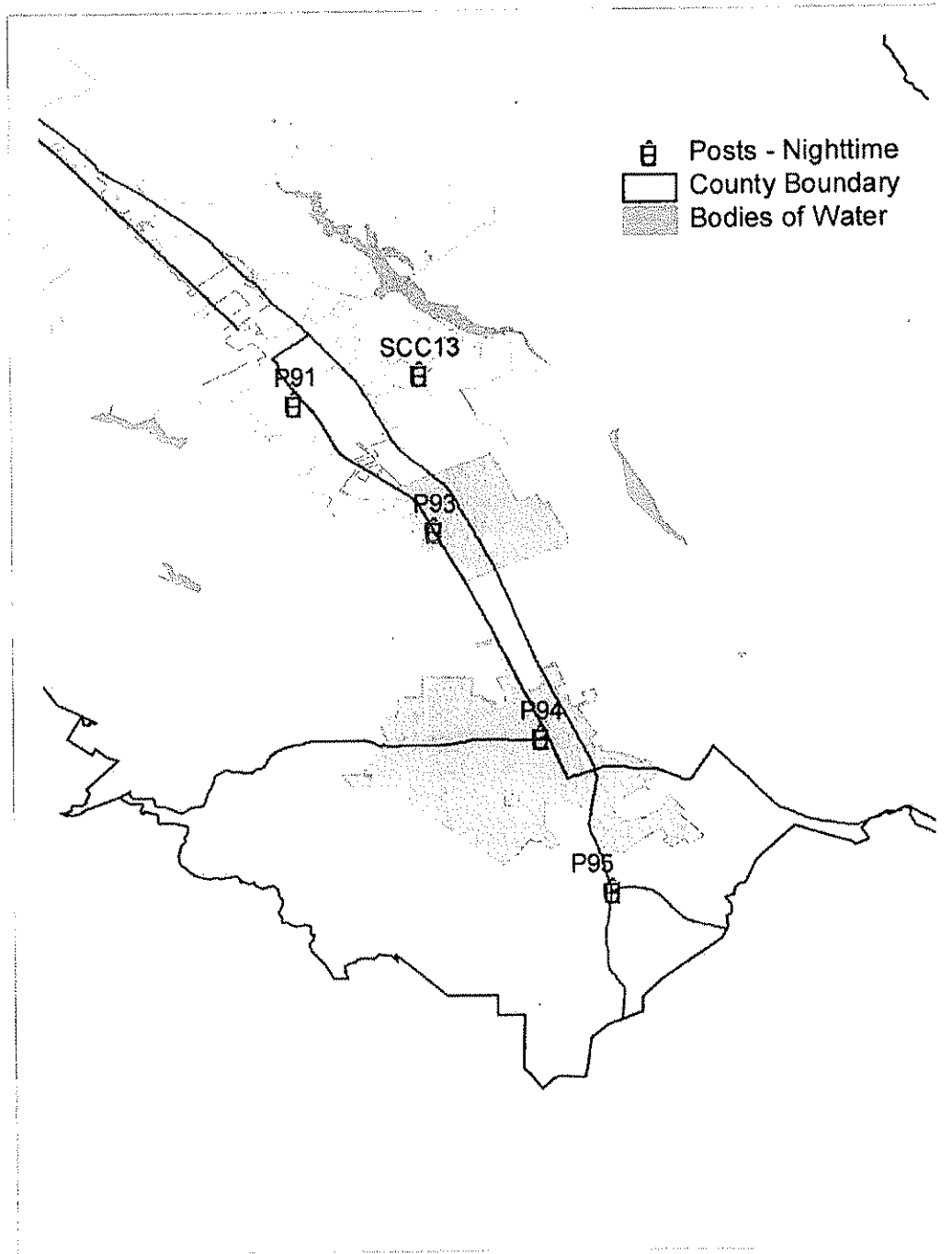
The posting locations displayed on this map represent the optimized locations for responding to daytime calls in sub-zone 5.



Approved

Nighttime Post Locations in Sub-Zone 5

Four of the posting locations on the daytime map of sub-zone 5 are represented on the nighttime map of sub-zone 5. Existing post P92 is a more appropriate posting location during the day, whereas, existing post P95 is a more appropriate posting location at night due to the shift in population from residential to business locations.



Approved

Daytime Posts: A plurality of the daytime posts is comprised of existing posts. A significant number of fire station locations have been selected as effective posting locations. In addition to the fire stations, there are three other locations selected as posting locations in the daytime plan. These are in the northwest of sub-zone 1 and the southern part of sub-zone 4.

Nighttime Posts: A plurality of nighttime posts is comprised of existing posts. A significant number of fire station locations are predicted to be effective posting locations. Only two of the non-existing/non-fire station posts were selected; those two are the same as two of the three in the daytime plan. There are fewer nighttime calls near post Im1 than there are daytime calls and its usefulness at night is diminished.

Daytime Posts

Post	Address
P43	171 N Mathilda Ave
P44	1310 Hollenbeck Ave
P51	1282 Lawrence Station Rd
P62	1263 Yosemite Dr
P65	219 N Jackson Ave
P66	3001 E Capitol Expy
P68	2401 Berryessa Rd
P73	1701 Saratoga Ave
P76	2425 Samaritan Dr
P82	111 Pullman Wy
P83	4600 Almaden Expy
P91	145 W Main Ave
P92	10810 No Name Uno
P93	13300 Monterey Hwy
P94	7880 Church St
SCC2	21000 Seven Springs Pkwy
SCC8	18870 Saratoga/Los Gatos Rd
SCC11	123 Union Ave
SCC13	2100 E Dunne Ave
SCC16	769 Fremont Ave
SC7	3495 Benton St
SC9	3011 Corvin Dr
SJ3	98 Martha Street
SJ10	511 S Monroe Street
SJ11	2840 The Villages Parkway
SJ17	5170 Coniston Way
SJ20	1433 Airport Boulevard
SJ27	6027 San Ignacio Road
SJ29	199 Innovation Drive
Im1	TBD
Im3	TBD
Im14	TBD

Nighttime Posts

Post	Address
P43	171 N Mathilda Ave
P44	1310 Hollenbeck Ave
P48	2675 Hanover St
P62	1263 Yosemite Dr
P65	219 N Jackson Ave
P67	2700 Aborn Rd
P73	1701 Saratoga Ave
P74	123 Union Ave
P83	4600 Almaden Expy
P91	145 W Main Ave
P93	13300 Monterey Hwy
P94	7880 Church St
P95	Hwy 101
SCC2	21000 Seven Springs Pkwy
SCC6	16565 Shannon Rd
SCC13	2100 E Dunne Ave
SC4	2323 Pruneridge Ace
SC9	3011 Corvin Drive
SJ1	225 N Market St
SJ26	528 Tully Road
SJ29	199 Innovation Drive
Im3	TBD
Im14	TBD

Number of Units by Hour of Day by Sub-Zone

This table displays the number of unit hours of coverage provided by the plan in each hour of the day. An important aspect of this table is shown in the Sub-zone 5 column, wherein the coverage level is fixed at five units per hour; in this case, the necessity of geographical coverage overwhelmed the temporal demand for service.

Hour	All	Sub-zone 1	Sub-zone 2	Sub-zone 3	Sub-zone 4	Sub-zone 5
1	25.5	5.0	5.0	5.0	5.5	5.0
2	25.0	5.0	5.0	5.0	5.0	5.0
3	25.0	5.0	5.0	5.0	5.0	5.0
4	25.0	5.0	5.0	5.0	5.0	5.0
5	25.0	5.0	5.0	5.0	5.0	5.0
6	24.0	5.0	5.0	5.0	4.0	5.0
7	24.0	5.0	5.0	5.0	4.0	5.0
8	26.0	5.0	5.0	6.0	5.0	5.0
9	28.0	5.5	5.5	6.0	6.0	5.0
10	30.0	6.0	6.0	6.5	6.5	5.0
11	35.0	8.0	7.0	7.5	7.5	5.0
12	37.0	8.0	7.0	9.0	8.0	5.0
13	37.5	8.0	7.0	9.0	8.5	5.0
14	38.0	8.0	7.0	9.0	9.0	5.0
15	38.0	8.0	7.0	9.0	9.0	5.0
16	38.0	8.0	7.0	9.0	9.0	5.0
17	38.0	8.0	7.0	9.0	9.0	5.0
18	39.0	8.0	7.0	9.0	10.0	5.0
19	39.0	8.0	7.0	9.0	10.0	5.0
20	37.0	8.0	7.0	8.0	9.0	5.0
21	35.0	7.5	6.5	8.0	8.0	5.0
22	33.0	7.0	6.0	7.5	7.5	5.0
23	28.0	5.0	5.0	6.5	6.5	5.0
24	26.0	5.0	5.0	5.0	6.0	5.0

Posting Plans

A mathematical integer-programming problem called the variable covering location problem (VCLP) was solved to indicate optimal post placement. The VCLP places facilities (or posts) such that the most demand possible in each zone is covered by posting locations based upon the distances between demand nodes and posting locations, and the response time proportions. With the posting plan set, for any particular number of facilities it is possible to estimate the proportion of calls to which it will be possible to respond on time. The VCLP was solved for multiple numbers of posts for five scenarios where the first used response probabilities based upon an 7-minute 59-second response time standard and the following four used response probabilities based upon either daytime or nighttime, and also on an 11-minute 59-second response time standard:

1. Sunnyvale demand nodes and posting locations
2. Daytime set of 512 demand nodes
3. Nighttime set of 512 demand nodes
4. Daytime set of sub-zone 5 demand nodes
5. Nighttime set of sub-zone 5 demand nodes

The three posting locations needed to meet the Sunnyvale demand for service (the same for daytime and nighttime) were fixed into the solution for scenarios 2 and 3. Note that the Sunnyvale posts do not affect coverage in sub-zone 5 due to distance.

Hard to Serve Areas and Hard to Serve Area Waypoints

Rural/Metro shall hold the responsibility to cover areas that have been determined to be "Hard to Serve Areas" (HSA).

Rural/Metro understands that in order to determine compliance, waypoints have been established that shall be used for the determination of response time performance.

Rural/Metro understands that these areas often involve the extended response to the scene of an emergency and/or transport of patients from a remote location to an acute care hospital or helispot.

Rural/Metro understands that the HSA and HSA waypoints will be updated annually based on urbanization coding, infrastructure development and system risk hazard identification. Throughout the term of the contract, Rural/Metro will update its deployment plans accordingly.

Reasonable and Prudent Planning

Rural/Metro shall be responsible for prudent and reasonable planning related to system deployment. This may include increasing unit hours for holidays, special events, weather related emergencies, period of excessive cold and hot weather (heat waves), etc. In the event that Rural/Metro requests exemptions, sufficient proof of reasonable and prudent planning must be provided.

Approved

AMBULANCE BILLING AND USER FEES**Table 1. User Fees**

Service Levels	Price
ALS-1	1,080.00
ALS-2	1,080.00
Mileage	35.00
Hourly Ambulance Standby	150.00
Hourly Paramedic – Individual	75.00
Hourly EMT – Individual	50.00

Table 2. User Fee Schedule for Disposable Supplies and Medications

Equipment/Supplies	
ACTIVATED CHARCOAL	\$20.32
AIRWAY/NASAL	\$22.00
AIRWAY/ORAL	\$12.00
ALBUTEROL NEBULIZER	\$47.00
BAG VALVE MASK	\$73.00
BANDAGES TRIANGULAR	\$10.00
BED PAN	\$10.00
BLANKET, DISPOSABLE	\$24.00
BLOOD GLUCOSE TEST	\$10.00
BURN PACK	\$33.00
BURN SHEET	\$37.00
CERVICAL COLLAR	\$72.00
COLD/HOT PACK	\$15.00
CPAP PROCEDURE	\$310.00
DEFIB PADS	\$44.00
DRESSING - MAJOR	\$10.00
DRESSING - MINOR	\$10.00
EKG ELECTRODES	\$19.00
EKG MONITOR 12 LEAD	\$95.00
ENDOTRACHEAL TUBE INTRODUCER/GUM ELASTIC BOUGIE	\$66.80
GLUCOMETER TEST SUPP	\$20.00
HEADBED IMMOBILIZER	\$17.00
HEPA MASK, MED/LARGE	\$25.00
HEPA MASK, SMALL	\$25.00
INFUSION SET MICRO	\$89.00
INFUSION SET W/3WAY STOPCOCK	\$27.00
INTUBATION SUPPLIES	\$45.00
IO SUPPLIES	\$298.00
KING AIRWAY LTS-D (Sizes 3,4,5)	\$34.19
NON-REBREATHER MASK	\$11.00
O2MASK/CANNULA	\$23.00
OB PACK	\$80.00
PULSE OXIMETRY	\$42.00
RESUSCITATOR VALVE	\$31.00
SPLINT ARM	\$15.00
SPLINT LEG	\$15.00
SPLINTING (EXTREM)	\$72.00

SUCTION TUBE	\$31.00
SUCTIONING	\$63.00
UNIVERSAL PRECAUTIONS	\$28.00
URINAL	\$10.00
Medications	
ADENOCARD	\$55.00
ADENOSINE	\$58.00
ALBURETROL	\$24.00
ASPRIN	\$6.00
ATROPHINE	\$17.00
BENADRYL	\$17.00
CALCIUM CHLORIDE	\$17.00
DEXTROSE 10%	\$1.60
DEXTROSE 25%	\$28.00
DEXTROSE 50%	\$2.50
DOPAMINE	\$52.00
DOPAMINE DRIP	\$54.00
DUODOTE AUTOINJECTOR	\$50.25
EPI 1:1,000 1MG/1CC	\$28.00
EPI 1:10,000	\$28.00
GLUCAGON	\$285.00
GLUCOSE PASTE	\$8.71
GLUCOSE TABS	\$1.68
LASIX/FUROSEMIDE	\$40.00
LIDOCAINE DRIP	\$22.00
MIDAZOLEM	\$1.59
MORPHINE	\$17.00
NARCAN	\$32.00
NITROPASTE	\$7.79
NITROSPRAY	\$122.00
NORMAL SALINE 1000CC	\$97.00
SODIUM BICARB	\$30.00
SODIUM THIOSULFATE	\$19.83
STERILE WATER	\$24.00

AMBULANCE BILLING AND USER FEES**Table 1. User Fees**

Service Levels	Price
ALS-1	1,080.00
ALS-2	1,080.00
Mileage	35.00
Hourly Ambulance Standby	150.00
Hourly Paramedic – Individual	75.00
Hourly EMT – Individual	50.00

Table 2. User Fee Schedule for Disposable Supplies and Medications

Equipment/Supplies	
ACTIVATED CHARCOAL	\$20.32
AIRWAY/NASAL	\$22.00
AIRWAY/ORAL	\$12.00
ALBUTEROL NEBULIZER	\$47.00
BAG VALVE MASK	\$73.00
BANDAGES TRIANGULAR	\$10.00
BED PAN	\$10.00
BLANKET, DISPOSABLE	\$24.00
BLOOD GLUCOSE TEST	\$10.00
BURN PACK	\$33.00
BURN SHEET	\$37.00
CERVICAL COLLAR	\$72.00
COLD/HOT PACK	\$15.00
CPAP PROCEDURE	\$310.00
DEFIB PADS	\$44.00
DRESSING - MAJOR	\$10.00
DRESSING - MINOR	\$10.00
EKG ELECTRODES	\$19.00
EKG MONITOR 12 LEAD	\$95.00
ENDOTRACHEAL TUBE INTRODUCER/GUM ELASTIC BOUGIE	\$66.80
GLUCOMETER TEST SUPP	\$20.00
HEADBED IMMOBILIZER	\$17.00
HEPA MASK, MED/LARGE	\$25.00
HEPA MASK, SMALL	\$25.00
INFUSION SET MICRO	\$89.00
INFUSION SET W/3WAY STOPCOCK	\$27.00
INTRAVENOUS SALINE LOCK	\$52.65
INTRAVENOUS START KIT	\$39.97
INTUBATION SUPPLIES	\$45.00
IO SUPPLIES	\$298.00
KING AIRWAY LTS-D (Sizes 3,4,5)	\$34.19
NON-REBREATHER MASK	\$11.00
O2MASK/CANNULA	\$23.00
OB PACK	\$80.00
PULSE OXIMETRY	\$42.00
RESUSCITATOR VALVE	\$31.00
SPLINT ARM	\$15.00

SPLINT LEG	\$15.00
SPLINTING (EXTREM)	\$72.00
SUCTION TUBE	\$31.00
SUCTIONING	\$63.00
UNIVERSAL PRECAUTIONS	\$28.00
URINAL	\$10.00
Medications	
ADENOCARD	\$55.00
ADENOSINE	\$58.00
ALBURETROL	\$24.00
ASPRIN	\$6.00
ATROPHINE	\$17.00
BENADRYL	\$17.00
CALCIUM CHLORIDE	\$17.00
DEXTROSE 10%	\$1.60
DEXTROSE 25%	\$28.00
DEXTROSE 50%	\$2.50
DOPAMINE	\$52.00
DOPAMINE DRIP	\$54.00
DUODOTE AUTOINJECTOR	\$50.25
EPI 1:1,000 1MG/1CC	\$28.00
EPI 1:10,000	\$28.00
GLUCAGON	\$285.00
GLUCOSE PASTE	\$8.71
GLUCOSE TABS	\$1.68
LASIX/FUROSEMIDE	\$40.00
LIDOCAINE DRIP	\$22.00
MIDAZOLEM	\$1.59
MORPHINE	\$17.00
NARCAN	\$32.00
NITROPASTE	\$7.79
NITROSPRAY	\$122.00
NORMAL SALINE FLUSH PLS 10cc	\$14.95
NORMAL SALINE 1000cc	\$97.00
ONDANSETRON	\$34.80
SODIUM BICARB	\$30.00
SODIUM THIOSULFATE	\$19.83
STERILE WATER	\$24.00

AMBULANCE BILLING AND USER FEES**Table 1. User Fees**

Service Levels	Price
ALS-1	\$1,118.20
ALS-2	\$1,118.20
Mileage	\$36.24
Hourly Ambulance Standby	\$155.30
Hourly Paramedic – Individual	\$77.65
Hourly EMT – Individual	\$51.77

Table 2. User Fee Schedule for Disposable Supplies and Medications

Equipment/Supplies	Price
ACTIVATED CHARCOAL	\$21.04
AIRWAY/NASAL	\$22.78
AIRWAY/ORAL	\$12.42
ALBUTEROL NEBULIZER	\$48.66
BAG VALVE MASK	\$75.58
BANDAGES TRIANGULAR	\$10.35
BED PAN	\$10.35
BLANKET, DISPOSABLE	\$24.85
BLOOD GLUCOSE TEST	\$10.35
BURN PACK	\$34.17
BURN SHEET	\$38.31
CERVICAL COLLAR	\$74.55
COLD/HOT PACK	\$15.53
CPAP PROCEDURE	\$320.96
DEFIB PADS	\$45.56
DRESSING - MAJOR	\$10.35
DRESSING - MINOR	\$10.35
EKG ELECTRODES	\$19.67
EKG MONITOR 12 LEAD	\$98.36
ENDOTRACHEAL TUBE INTRODUCER/GUM ELASTIC BOUGIE	\$69.16
GLUCOMETER TEST SUPP	\$20.71
HEADBED IMMOBILIZER	\$17.60
HEPA MASK, MED/LARGE	\$25.88
HEPA MASK, SMALL	\$25.88
INFUSION SET MICRO	\$92.15
INFUSION SET W/3WAY STOPCOCK	\$27.95
INTRAVENOUS SALINE LOCK	\$54.51
INTRAVENOUS START KIT	\$41.38
INTUBATION SUPPLIES	\$46.59
IO SUPPLIES	\$308.54
KING AIRWAY LTS-D (Sizes 3,4,5)	\$35.40
NON-REBREATHER MASK	\$11.39
O2MASK/CANNULA	\$23.81
OB PACK	\$82.83
PULSE OXIMETRY	\$43.49
RESUSCITATOR VALVE	\$32.10
SPLINT ARM	\$15.53

SPLINT LEG	\$15.53
SPLINTING (EXTREM)	\$74.55
SUCTION TUBE	\$32.10
SUCTIONING	\$65.23
UNIVERSAL PRECAUTIONS	\$28.99
URINAL	\$10.35
Medications	Price
ADENOCARD	\$56.95
ADENOSINE	\$60.05
ALBURETROL	\$24.85
ASPRIN	\$6.21
ATROPHINE	\$17.60
BENADRYL	\$17.60
CALCIUM CHLORIDE	\$17.60
DEXTROSE 10%	\$1.66
DEXTROSE 25%	\$28.99
DEXTROSE 50%	\$2.59
DOPAMINE	\$53.84
DOPAMINE DRIP	\$55.91
DUODOTE AUTOINJECTOR	\$52.03
EPI 1:1,000 1MG/1CC	\$28.99
EPI 1:10,000	\$28.99
GLUCAGON	\$295.08
GLUCOSE PASTE	\$9.02
GLUCOSE TABS	\$1.74
LASIX/FUROSEMIDE	\$41.41
LIDOCAINE DRIP	\$22.78
MIDAZOLEM	\$1.65
MORPHINE	\$17.60
NARCAN	\$33.13
NITROPASTE	\$8.07
NITROSPRAY	\$126.31
NORMAL SALINE FLUSH PLS 10cc	\$15.48
NORMAL SALINE 1000cc	\$100.43
ONDANSETRON	\$36.03
SODIUM BICARB	\$31.06
SODIUM THIOSULFATE	\$20.53
STERILE WATER	\$24.85

AMBULANCE BILLING AND USER FEES**Table 1. User Fees**

Service Levels	Price
ALS-1	\$1,162.74
ALS-2	\$1,162.74
Mileage	\$37.68
Hourly Ambulance Standby	\$161.49
Hourly Paramedic – Individual	\$80.75
Hourly EMT – Individual	\$53.83

Table 2. User Fee Schedule for Disposable Supplies and Medications

Equipment/Supplies	Price
AIRWAY/NASAL	\$23.69
AIRWAY/ORAL	\$12.92
ALBUTEROL NEBULIZER	\$50.60
BAG VALVE MASK	\$78.59
BANDAGES TRIANGULAR	\$10.77
BED PAN	\$10.77
BLANKET, DISPOSABLE	\$25.84
BLOOD GLUCOSE TEST	\$10.77
BURN PACK	\$35.53
BURN SHEET	\$39.83
CERVICAL COLLAR	\$77.52
COLD/HOT PACK	\$16.15
CPAP PROCEDURE	\$333.75
DEFIB PADS	\$47.37
DRESSING - MAJOR	\$10.77
DRESSING - MINOR	\$10.77
EKG ELECTRODES	\$20.46
EKG MONITOR 12 LEAD	\$102.28
ENDOTRACHEAL TUBE INTRODUCER/GUM ELASTIC BOUGIE	\$71.92
GLUCOMETER TEST SUPPLIES	\$21.53
HEADBED IMMOBILIZER	\$18.30
HEPA MASK, MED/LARGE	\$26.92
HEPA MASK, SMALL	\$26.92
INFUSION SET MICRO	\$95.82
INFUSION SET W/3WAY STOPCOCK	\$29.07
INTRAVENOUS SALINE LOCK	\$56.68
INTRAVENOUS START KIT	\$43.03
INTUBATION SUPPLIES	\$48.45
IO SUPPLIES	\$320.83
KING AIRWAY LTS-D (Sizes 3,4,5)	\$36.81
NON-REBREATHER MASK	\$11.84
O2MASK/CANNULA	\$24.76
OB PACK	\$86.13
PULSE OXIMETRY	\$45.22
RESUSCITATOR VALVE	\$33.38
SPLINT ARM	\$16.15
SPLINT LEG	\$16.15
SPLINTING (EXTREM)	\$77.52
SUCTION TUBE	\$33.38
SUCTIONING	\$67.83

UNIVERSAL PRECAUTIONS	\$30.15
URINAL	\$10.77
Medications	Price
ACTIVATED CHARCOAL	\$21.88
ADENOCARD	\$59.21
ADENOSINE	\$62.44
ALBURETROL	\$25.84
ASPRIN	\$6.46
ATROPHINE	\$18.30
BENADRYL	\$18.30
CALCIUM CHLORIDE	\$18.30
DEXTROSE 10%	\$1.72
DEXTROSE 25%	\$30.15
DEXTROSE 50%	\$2.69
DOPAMINE	\$55.98
DOPAMINE DRIP	\$58.14
DUODOTE AUTOINJECTOR	\$54.10
EPI 1:1,000 1MG/1CC	\$30.15
EPI 1:10,000	\$30.15
GLUCAGON	\$306.83
GLUCOSE PASTE	\$9.38
GLUCOSE TABS	\$1.81
LASIX/FUROSEMIDE	\$43.06
LIDOCAINE DRIP	\$23.69
MIDAZOLEM	\$1.71
MORPHINE	\$18.30
NARCAN	\$34.45
NITROPASTE	\$8.39
NITROSPRAY	\$131.35
NORMAL SALINE FLUSH PLS 10cc	\$16.10
NORMAL SALINE 1000cc	\$104.43
ONDANSETRON	\$37.47
SODIUM BICARB	\$32.30
SODIUM THIOSULFATE	\$21.35
STERILE WATER	\$25.84

EXHIBIT M

AMBULANCE BILLING AND USER FEES

Table 1. User Fees

Service Levels	Price
ALS-1	\$1,220.88
ALS-2	\$1,220.88
Mileage	\$39.57
Hourly Ambulance Standby	\$169.57
Hourly Paramedic – Individual	\$84.78
Hourly EMT – Individual	\$56.52

Table 2. User Fee Schedule for Disposable Supplies and Medications

Equipment/Supplies	Price
AIRWAY/NASAL	\$24.87
AIRWAY/ORAL	\$13.57
ALBUTEROL NEBULIZER	\$53.13
BAG VALVE MASK	\$82.52
BANDAGES TRIANGULAR	\$11.30
BED PAN	\$11.30
BLANKET, DISPOSABLE	\$27.13
BLOOD GLUCOSE TEST	\$11.30
BURN PACK	\$37.30
BURN SHEET	\$41.83
CERVICAL COLLAR	\$81.39
COLD/HOT PACK	\$16.96
CPAP PROCEDURE	\$350.44
DEFIB PADS	\$49.74
DRESSING - MAJOR	\$11.30
DRESSING - MINOR	\$11.30
EKG ELECTRODES	\$21.48
EKG MONITOR 12 LEAD	\$107.39
ENDOTRACHEAL TUBE INTRODUCER/GUM ELASTIC BOUGIE	\$75.51
GLUCOMETER TEST SUPPLIES	\$22.61
HEADBED IMMOBILIZER	\$19.22
HEPA MASK, MED/LARGE	\$28.26
HEPA MASK, SMALL	\$28.26
INFUSION SET MICRO	\$100.61
INFUSION SET W/3WAY STOPCOCK	\$30.52
INTRAVENOUS SALINE LOCK	\$59.52
INTRAVENOUS START KIT	\$45.18
INTUBATION SUPPLIES	\$50.87
IO SUPPLIES	\$336.87
KING AIRWAY LTS-D (Sizes 3,4,5)	\$38.65
NON-REBREATHER MASK	\$12.43
O2MASK/CANNULA	\$26.00
OB PACK	\$90.44
PULSE OXIMETRY	\$47.48
RESUSCITATOR VALVE	\$35.04
SPLINT ARM	\$16.96
SPLINT LEG	\$16.96
SPLINTING (EXTREM)	\$81.39
SUCTION TUBE	\$35.04
SUCTIONING	\$71.22

UNIVERSAL PRECAUTIONS	\$31.65
URINAL	\$11.30
Medications	Price
ACTIVATED CHARCOAL	\$22.97
ADENOCARD	\$62.17
ADENOSINE	\$65.57
ALBURETROL	\$27.13
ASPRIN	\$6.78
ATROPHINE	\$19.22
BENADRYL	\$19.22
CALCIUM CHLORIDE	\$19.22
DEXTROSE 10%	\$1.81
DEXTROSE 25%	\$31.65
DEXTROSE 50%	\$2.83
DOPAMINE	\$58.78
DOPAMINE DRIP	\$61.04
DUODOTE AUTOINJECTOR	\$56.80
EPI 1:1,000 1MG/1CC	\$31.65
EPI 1:10,000	\$31.65
GLUCAGON	\$322.18
GLUCOSE PASTE	\$9.85
GLUCOSE TABS	\$1.90
LASIX/FUROSEMIDE	\$45.22
LIDOCAINE DRIP	\$24.87
MIDAZOLEM	\$1.80
MORPHINE	\$19.22
NARCAN	\$36.17
NITROPASTE	\$8.81
NITROSPRAY	\$137.91
NORMAL SALINE FLUSH PLS 10cc	\$16.90
NORMAL SALINE 1000cc	\$109.65
ONDANSETRON	\$39.34
SODIUM BICARB	\$33.91
SODIUM THIOSULFATE	\$22.42
STERILE WATER	\$27.13

PERFORMANCE GUARANTEE

This Performance Guarantee, dated as of December 9, 2010 (this "Guarantee") is made by **RURAL/METRO CORPORATION**, a Delaware corporation (the "Guarantor"), in favor of **THE COUNTY OF SANTA CLARA**, a political subdivision of the State of California (the "County").

WHEREAS, the County and Rural/Metro of California, Inc., a Delaware corporation, ("Rural/Metro") are entering into that certain Emergency Medical Services Agreement (the "Agreement") dated as of _____, pursuant to which Rural/Metro has offered to provide certain services to the County as more particularly set forth in the Agreement (the "Services"), and the County has agreed to receive the Services from Rural/Metro;

WHEREAS, it is a condition to the effectiveness of the Agreement that the Guarantor execute and deliver this Guarantee, guaranteeing Rural/Metro's obligations under the Agreement;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees as follows:

Section 1. Guarantee. The Guarantor hereby unconditionally and irrevocably (i) guarantees the due performance and observance of all of the terms, conditions and covenants of Rural/Metro under the Agreement (collectively, the "Obligations") strictly in accordance with the terms thereof, and (ii) covenants and agrees with the County that if for any reason whatsoever Rural/Metro shall fail to so perform and observe any of the Obligations, the Guarantor will duly and punctually perform and observe the same.

Section 2. Guarantee Unconditional. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by (and the Guarantor hereby waives, to the fullest extent permitted by applicable law) any act or omission to act or delay of any kind by Rural/Metro, the County or any other person or any other circumstance whatsoever (including the bankruptcy of Rural/Metro), which might, but for the provisions of this Section, constitute a legal or equitable discharge, limitation or reduction of the Guarantor's obligations hereunder. This Guarantee shall continue to be effective or be automatically reinstated, as the case may be, if at any time any payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the County for any reason whatsoever, whether upon insolvency, bankruptcy, dissolution, liquidation or reorganization of the Guarantor, all as though such payment had not been made, and the Guarantor agrees that it will indemnify the County on demand for all reasonable costs and expenses (including, without limitation, reasonable fees and disbursements of counsel) incurred by the County in connection with such rescission or restoration.

Section 3. Corporate Authority. The County may rely upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties of Rural/Metro or the Guarantor in connection with the Agreement and this Guarantee. The County may accept a copy of a resolution of the board of directors or other governing body of

Rural/Metro, certified by the President, Treasurer or Secretary of Rural/Metro, as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the method of determination of which is not specifically prescribed herein, the County may for all purposes hereof rely on a certificate, signed by a duly appointed officer of Rural/Metro or the Guarantor in connection with the Services contemplated by the Agreement, and this Guarantee and with respect to the Obligations contemplated hereby or thereby, as evidenced by the incumbency certificate, as to such fact or matter and such certificate shall constitute full protection to the County for any action taken or omitted to be taken by it in good faith in reliance thereon.

Section 4. Recourse against Rural/Metro.

(a) Notwithstanding anything to the contrary herein, the County shall not be required to exhaust its recourse against Rural/Metro or under any other security or guarantee before being entitled to performance by the Guarantor under this Guarantee.

(b) Each of the obligations of the Guarantor under this Guarantee is separate and independent of each other obligation of the Guarantor under this Guarantee and separate and independent of the Obligations, and the Guarantor agrees that a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guarantee, irrespective of whether any action is brought against Rural/Metro or Rural/Metro is joined in any such action or actions.

Section 5. No Subrogation. Until all the Obligations have been performed, the Guarantor will have no right of subrogation to, and waives, to the fullest extent permitted by law, any right to enforce any remedy which the County now has or may hereafter have against Rural/Metro in respect to the Obligations; and the Guarantor waives any benefit of and any right to participate in, any security now or hereafter held by the County for the Obligations.

Section 6. Representations and Warranties. The Guarantor represents and warrants to the County, upon each of which representations and warranties the County specifically relies as follows:

(a) Good Standing, etc. The Guarantor is a corporation duly incorporated and validly existing under the laws of the State of Delaware. The Guarantor is duly authorized and licensed to carry on its businesses as presently owned and carried on by it. The Guarantor has the necessary power and authority to enter into and perform its obligations hereunder,

(b) Burdensome Provisions, etc. The Guarantor is not a party to any agreement or instrument, or subject to any corporate restriction or any judgment, order, writ, injunction, decree, award, rule or regulation, which precludes its ability to issue this Guarantee or to perform its obligations under this Guarantee.

(c) Consents. No consent, approval or authorization of, or declaration, registration, filing or qualification with, or giving of notice to, or taking of any other action, in respect of any person, governmental authority or agency is required on the part of the Guarantor in connection with the execution and delivery and enforcement of this Guarantee.

(d) Due Execution, etc. This Guarantee has been duly executed and delivered by the Guarantor and constitutes a valid and binding obligation of the Guarantor enforceable in accordance with its terms.

(e) No Default, etc. Neither the execution nor the delivery of this Guarantee, conflicts with or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of the Articles of Incorporation or Bylaws of the Guarantor or of any agreement or instrument to which the Guarantor is a party or by which the Guarantor is bound, or to which any of its property or assets are subject or results or will result in the contravention of any law, rule, regulation or court or administrative order to which the Guarantor or its property or assets are subject.

(f) No Proceedings, etc. There are no proceedings pending or contemplated for the merger, consolidation, sale, liquidation, dissolution or bankruptcy of the Guarantor.

Section 7. Termination. This Guarantee shall terminate on the fulfillment of all of the Obligations.

Section 8. Further Assurances. The Guarantor shall, from time to time, do and perform any and all acts and execute any and all further instruments which may be required or which may be reasonably requested by the County more fully to effect the purpose of this Guarantee.

Section 9. Payments. All payments to be made by the Guarantor under this Guarantee shall be made in full, without set-off or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever.

Section 10. Costs and Expenses. The Guarantor shall pay all reasonable out-of-pocket costs and expenses of the County (including the reasonable fees and disbursements of counsel) in connection with the enforcement of the obligations of the Guarantor under this Guarantee or any related document. The Guarantor agrees to indemnify and hold harmless the County from and against any and all liability incurred by the County or its nominee or agent or any of its employees hereunder or in connection herewith, including the enforcement of this Guarantee; provided, however, that the Guarantor shall have no such obligation in connection with any action brought by the County against the Guarantor to the extent that the Guarantor is the prevailing party in the judgment rendered in any such action.

Section 11. Governing Law. This Guarantee shall be governed by, and construed in accordance with, the laws of the State of California.

Section 12. No Waiver, Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the County, any right, remedy, power or privilege hereunder, shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

Section 13. Amendments. Any provision of this Guarantee may be amended or waived if but only if, such amendment or waiver is in writing and is signed by the Guarantor and the County.

Section 14. Notices. All communications and notices pursuant hereto shall be in writing (including bank wire, telex, telecopier, electronic facsimile transmission or similar writing) and shall be given to any party at its address or facsimile number set forth below or at such other address or facsimile number as such party may hereafter specify for the purpose of notice to the other. Each such notice or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section and the receipt thereof is confirmed, or (ii) if given by any other means, when received at the address specified in this Section.

If to the Guarantor:

Rural/Metro Corporation
9221 E. Via de Ventura
Scottsdale, AZ 85258
Attention: Office of General Counsel
Facsimile: 480-606-3422

If to the County:

The County of Santa Clara
c/o EMS Director
976 Lenzen Avenue, Suite 1200
San Jose, California 95126
Facsimile: (408) 885-3538

Section 15. Successors and Assigns. This Guarantee shall be binding upon the Guarantor and its successors and assigns and inure to the benefit of the County and its successors and permitted assigns. This Guarantee shall extend to any person acquiring, or from time to time carrying on, the business of Rural/Metro. The Guarantor may not assign any of its obligations under this Guarantee without the prior written consent of the County.

Section 16. Jurisdiction and Venue. The Guarantor hereby irrevocably submits to the jurisdiction of any court sitting in Santa Clara County, California in any action or proceeding arising out of or relating to this Guarantee, and the Guarantor hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such court. The Guarantor hereby irrevocably waives, the forum non conveniens defense to the maintenance of such

action or proceeding. The Guarantor agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 17. Entire Agreement. This Guarantee contains the entire agreement between the parties related to the subject matter hereof and supersedes all prior and contemporaneous agreements, term sheets, commitments, understandings, negotiations and discussions, whether oral or written. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

Section 18. Failure to Perform. If the Guarantor fails to perform any of its agreements or obligations hereunder, the County may (but will not be required to) itself perform, or cause to be performed, such agreement or obligation, and the reasonable expenses of the County incurred in connection therewith will be payable by the Guarantor.

Section 19. Severability. If one or more of the covenants, agreements, provisions or terms of this Guarantee shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions or terms of this Guarantee.

Section 20. References to "Person". Any reference in this Guarantee to a "person" means and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a limited liability company, a joint venture or other entity, or a government or any agency or political subdivision thereof.

Section 21. Headings. The headings of the Sections herein are for convenience of reference only and shall not limit any of the terms or provisions hereof.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first above written.

RURAL/METRO CORPORATION


By: 
Name: Michael P. DiMino
Its: CEO and President

EXHIBIT O

EMS SYSTEM ENHANCEMENTS

Rural/Metro will use key performance indicators (KPIs), to ensure that evolving needs are met and to promote clinically sophisticated EMS care. KPIs will be refined with EMS Agency input and will be adjusted as needed to ensure continuous quality improvement across Rural/Metro's organization.

Rural/Metro shall monitor and track the County's clinical indicators per the EQIP plan to ensure that Rural/Metro's clinical care objectives are being met. Rural/Metro will work with the EMS Agency to develop KPIs which will incorporate cutting-edge clinical research.

In addition to clinical performance indicators, Rural/Metro's management team will track indicators tied to other key areas of the operation including:

Customer Service

- Customer surveys (300 per month)
- Total customer inquiries
- Community Service Hours

Response Performance

- Response times all levels
- Lost unit hours
- Workload and UHU
- Chute times
- Mutual aid

Workforce Satisfaction

- Job Well Done recognition
- Career development: promotions
- DOOR (Diversity Outreach) presentations

Fleet

- Fleet Out of Service time

Risk Management

- Percentage of claimants contacted within 48 hours of incident
- Percentage of claims resolved within 90 days
- Percentage of claims remaining unrepresented (not represented by attorney)
- Percentage of claimants contacted every 90 days

Rural/Metro will provide the system data and transparency required to identify and pursue areas of improvement.

Internal Risk Management/Loss Control Program Required

Rural/Metro shall notify the EMS Agency of all known legal judgments (including on-going litigation), actions or fines that have been levied against Rural/Metro of

California, Inc., sub-entities, or any of its officers or employees during the term of the agreement.

Rural/Metro will develop and implement an aggressive loss control program including, at a minimum, physical pre-screening of potential employees (including drug testing), initial and on-going driver training monitoring of driving performance, safety restraints for patients and caregivers, infectious/communicable disease prevention and training, lifting technique training, hazard reduction training, as well as involvement of employees in planning and executing its safety program.

The program will include the following standards:

- Formal policies and written procedures
- Designation of a Compliance Committee and Compliance Officer
- Education and training programs
- Internal monitoring and reviews
- Responding appropriately to alleged misconduct
- Open lines of communication
- Discipline and accountability

The compliance program shall be based on the overall goal of promoting a culture that encourages employees to conduct activities with integrity, dignity and care for those that are served by the Santa Clara County EMS System.

FDA Reportable Events, Equipment Failures & Accidents

Rural/Metro will employ a full-time supply technician or equivalent personnel who troubleshoots any equipment that's returned to supply; ships broken equipment out for repair; works with manufacturers to ensure regularly scheduled maintenance is performed; and reports all required FDA events.

Employee Health/Infection Control Information

Rural/Metro's Clinical Manager will manage the communicable disease exposure program, which covers airborne, droplet and blood-borne pathogens. The Clinical Manager will follow all County of Santa Clara, National Fire Protection Association (NFPA) and OSHA protocols, and remain apprised of all local communicable disease issues that must be addressed to inform and protect the workforce.

The Clinical Manager also reviews employee injuries, including but not limited to, needle sticks, lifting injuries and communicable disease exposures, and collects and maintains records of employee immunizations and health screenings.

The Clinical Manager will coordinate with the EMS Agency to work cooperatively with the Santa Clara County Public Health Department to serve as a liaison between the Public Health Department, Rural/Metro, and first responders in cases where patient follow up is required (exposure reporting and follow up). This shall include maintaining directories of Designated Infection Control Officers and providing contact and tracking information.

Employee Involvement in Safety Program

Rural/Metro's field employees will participate in at least two safety-related committees: the Internal Equipment Committee and the Safety Committee. The Equipment Committee evaluates potential ambulance equipment, such as splints or I.V. tubing, for potential use system-wide. Select field employees weigh in on which equipment to test, and report field crews' experiences during a trial period in the field. The Equipment Committee will provide recommendations to the EMS System advisory committees as appropriate.

Rural/Metro's Safety Committee will meet bi-monthly to discuss safety issues regarding equipment, such as gloves or safety vests. EMTs and paramedics will participate in the committee to provide the field perspective and offer recommendations.

Work-Related Injuries/Exposures

Rural/Metro will insure that all injuries and infectious disease exposures will be immediately reported to the on-duty supervisor and, subsequently, the Human Resources Department. Rural/Metro will engage the services of, and work closely with, an occupational injury specialist and medical group to provide high quality care for our employees.

Rural/Metro's Human Resource Department will follow a comprehensive reporting, treatment and follow-up structure for all work-related injuries and exposures. In addition, the Clinical Manager will follow up and review each claim and treatment course to ensure proper handling from each of the medical providers.

Damage, Loss & Theft of Property (Non-Auto)

Rural/Metro's employees who are involved in or discover any type of damage, loss or theft of property will document the occurrence on a standardized form. This form will be used as a starting point to document, investigate and, when necessary, report a loss to Rural/Metro's insurance carrier. Completed forms shall be maintained in the employee's personnel file and in the Claims/Risk Management office.

Damage, Loss & Theft of Auto Property

Rural/Metro's employees who cause or discover any type of damage, loss or theft of automobiles will document the loss on a specific form. In addition an "Employee Vehicle Accident/Industrial Incident Damage Report" and "Supervisor's Vehicle Accident/Industrial Investigation Report" shall be completed by the employee and the employee's supervisor, respectively.

The loss form is used to document, investigate and, when necessary, report a loss to Rural/Metro's insurance carrier. Rural/Metro's Accident Review Committee shall consider these forms in their investigation, and copies are maintained in the employee's personnel file and the Risk Manager's office. All auto accidents/incidents shall be recorded in a database used to maintain control of claims and compile statistics for insurance and training purposes.

Clinical Errors

Rural/Metro's Quality Management Coordinator shall record any potential clinical issues on a "CQI Issues Form." Education and/or disciplinary actions are to be taken in accordance with the County approved CQI program.

Suspected Civil Risk

Rural/Metro's corporate Claims/Risk Manager will investigate and track in a database, incidents that could result in a future claim or litigation. At the national level, Rural/Metro will work with their Corporate National Risk Management Group that provides local operations with support on risk management issues. This may include the development of programs such as an EMS Ergonomics Program; Back Safety and Injury Prevention training; and other mitigation actions.

Risk Management Vital Signs

Rural/Metro shall develop and implement a set of Risk Exposure KPIs to incorporate into Rural/Metro's monthly reports. The Risk Exposure KPIs will identify and mitigate trends that could affect the service's risk exposure. Senior managers will use the Vital Signs Report as a tool to evaluate Rural/Metro's overall performance.

Commission of Accreditation of Ambulance Services

Rural/Metro will attain Commission on Accreditation of Ambulance Services (CAAS) accreditation for the Santa Clara County operation by July 1, 2014.

Approved

EXHIBIT P
REMOTE ACCESS

THIS RELATES TO
6.7.11 Item No. 35
Supplemental Information No.
1

1. Scope of Access.

a. "Remote Access" is the act of accessing County systems from a non-County network infrastructure. "County Systems" include personal computers, workstations, servers, mainframes, phone systems, and/or any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices).

b. County hereby grants Remote Access privileges for Rural/Metro to access the following County systems, at the locations listed, collectively referred to as "the MARVLIS system", in accordance with the terms of the Agreement:

- Servers used to support the MARVLIS system belonging to the Rural/Metro, located at County Communications Headquarters, 2700 Carol Drive, San Jose, CA.

c. All other forms of access to the named Systems or to any County System that is not specifically named is prohibited with the exception of on-site access supervised by a County employee.

d. Remote Access is granted for the purpose of Rural/Metro providing services and performing its obligations as set forth in the Agreement including, but not limited to, supporting Rural/Metro-installed programs, and access or retrieval of associated data contained in databases and file shares as required for Rural/Metro to fulfill contracted services and obligations. Any access to County systems and/or County data or information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any penalty allowed by law.

e. County will review the scope of Rural/Metro's Remote Access rights periodically. Any modifications to Remote Access rights must be mutually agreed to in writing by County and Rural/Metro with the exception of those changes deemed necessary in emergency situations.

2. Security Requirements.

a. Rural/Metro will not install any Remote Access capabilities on any County owned or managed system or network unless such installation and configuration is approved in writing by County's and Rural/Metro's respective designees. This includes any Rural/Metro owned system that is connected to a County network and/or housed in a County facility.

b. Rural/Metro may only install and configure Remote Access capabilities on County systems or networks in accordance with industry standard protocols and procedures, which must be reviewed and approved by County's designee.

c. Rural/Metro will only Remotely Access County systems, including access initiated from a County system, if the following conditions are met:

- i. Rural/Metro will submit documentation verifying its own network security mechanisms to County for County's review and approval. The County requires advanced written approval of Rural/Metro's security mechanisms prior to Rural/Metro being granted Remote Access.
 - ii. Rural/Metro Remote Access must include the following minimum control mechanisms:
 - a) Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County site to Rural/Metro site Virtual Private Network (VPN) infrastructure.
 - b) Centrally controlled authorizations (permissions) that are user specific (e.g., access lists that limit access to specific systems or networks).
 - c) Audit tools that create detailed records/logs of access attempts.
 - d) All Rural/Metro systems used to Remotely Access County systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.
 - e) Access must be established through a centralized collection of hardware and software centrally managed and controlled by County's and Rural/Metro's respective designees.
3. Monitoring/Audit. County will monitor access to, and activities on, County owned or managed systems and networks, including all Remote Access attempts. Data on Rural/Metro activities will be logged on a County managed system and will include the date, time, and user identification. This includes any Rural/Metro owned system that is connected to a County network and/or housed in a County facility.
4. Copying, Deleting or Modifying Data. Rural/Metro is prohibited from copying, modifying, or deleting any data contained in or on any County Information System unless otherwise stated in the Agreement or unless Rural/Metro receives prior written approval from County. This does not include data installed by the Rural/Metro, or provided to Rural/Metro programs, to fulfill its obligations as set forth in the Agreement.
5. Connections to Non-County Networks and/or Systems. Rural/Metro agrees to make every effort to protect County's data contained on County owned and/or managed systems and networks within Rural/Metro's control from unauthorized access. Prior written approval is required before Rural/Metro may access County networks or systems from non-County owned and/or managed networks or systems. Such access will be made in accordance with industry standard protocols and procedures as mutually agreed upon and will be approved in writing by County in a timely manner. Remote Access must include the control mechanisms noted in Paragraph 2.c.ii above.

6. Person Authorized to Act on Behalf of Parties.

The following persons are the designees for purposes of this Agreement:

Rural/Metro: Travis Kusman, Division General Manager

County: Madelyn Thiessen and/or Dean Linebarger, Information Services Department (ISD)

Either party may change the aforementioned names and or designees by providing the other party with no less than three (3) business days prior written notice.

7. Remote Access Provisions. Rural/Metro agrees to the following:

- a. Only Rural/Metro employees, agents and subcontractors approved by the County providing services or fulfilling Rural/Metro obligations under the Agreement will be given Remote Access rights.
- b. Any access to County Systems and/or County information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- c. An encryption method reviewed and approved by the County will be used.
- d. Rural/Metro will be required to log all access activity to the County. These logs will be kept for a minimum of 90 days and be made available to County upon request.

8. Remote Access Methods.

- a. All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County.
- b. A Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable. The Back-Up method must be approved in writing by the County.
- c. Rural/Metro agrees to abide by the following provisions:
 - i. VPN Site-to-Site: The VPN Site-to-Site method involves a VPN connection from the vendor vehicles to a County VPN concentrator at the County site, with secure "tunnels" opened between the vehicles and the concentrator. If using the VPN Site-to-Site Method, Rural/Metro support staff will have access to the designated software, devices and systems within the County, as specified above in Paragraph 1.b.
 - ii. County-Controlled VPN Client Access: The County will maintain control of an authentication hard token and a PIN number will be provided to the Rural/Metro for use as identification for Remote Access purposes. When the Rural/Metro needs to access County Systems, the Rural/Metro must first notify the County's designee. The County's

designee will verify the PIN number provided by the Rural/Metro. After verification of the PIN the County's designee will give the Rural/Metro a one-time password which will be used to authenticate Rural/Metro when accessing the County's Systems. Rural/Metro agrees to the following:

- a) Because the PIN number allows access to privileged or confidential information residing on the County's systems the Rural/Metro agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Rural/Metro.
- b) The PIN number is confidential, County-owned, and will be identified as such.
- c) The PIN number must be kept in a secured environment under the direct control of the Rural/Metro, such as a locked office where public or other unauthorized access is not allowed.
- d) If the Rural/Metro's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Rural/Metro control.
- e) The PIN number can only be released to an authorized individual under this amendment and may only be used by the designated individual.
- f) If the PIN number is compromised or misused, the Rural/Metro will notify the County's designee within one (1) business day.
- g) Rural/Metro will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- h) The PIN number will be issued to Rural/Metro following execution of this Agreement.
- i) The PIN number will be inactivated by the County's designee within five (5) business days following contract termination, or as required by the County for any reason.

9. County Information Technology User Responsibility Statement. Rural/Metro employees and agents and approved subcontractors shall comply with the County Information Technology User Responsibility Statement, attached as Exhibit P-1 to the Agreement.

10. Subcontracting. The use of subcontractors (including consultants) must be pre-approved in writing by County. Rural/Metro is responsible for the performance of its subcontractors. Rural/Metro must submit a copy of each Subcontractor Agreement to County at least fifteen (15) days prior to its effective date. Rural/Metro shall impose on its subcontractors those terms and conditions, which County is required to impose on Rural/Metro, including the terms of this Agreement and all amendments to the Agreement. If there is any conflict between this Agreement and Rural/Metro's subcontract agreement, the requirements of this Agreement shall control.

SANTA CLARA COUNTY INFORMATION TECHNOLOGY USER RESPONSIBILITY STATEMENT INSTRUCTIONS

In May 1995 the Board of Supervisors charged each County organization with the responsibility for ensuring that all County employees had read and signed a statement of responsibility concerning use of the County's networks and information systems. The resulting County-wide User Responsibility Statement is intended as a *minimum* statement of User responsibility, and individual County Agencies and Departments may require Users to read and sign additional statements to meet any special requirements that apply within their own environments.

- The County User Responsibility Statement must be signed by anyone who might reasonably require access to a County network and/or information system. This includes all County employees, as well as any other individual who needs authorized access for County business purposes. All Users who are allowed to access County resources remotely must also sign an additional attachment specifically related to remote access; this is included as Attachment A of the User Responsibility Statement. In addition, Users who are granted approval to use a personally-owned device for County business must also sign Attachment B of the User Responsibility Statement.
- By signing the Statement or its attachments, Users acknowledge that they have read and understand the contents and that violation of any of the provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.
- If an individual refuses to sign the Statement, the Department can choose to read the Statement to the individual, who will be required to verbally acknowledge understanding of the Statement's contents in the presence of two or more responsible managers. These managers will attest in writing that this reading and verbal attestation of understanding occurred. Failing this verbal acknowledgement of understanding, the involved individual will be denied access to all County information systems and networks.
- Each County organization is responsible for storing and maintaining the signed Statements of its own Users.
- All County organizations shall have their Users re-execute the Statement and/or attachments annually, or whenever there is an update or other change to the Statement or attachments (Department Heads will be notified by the County CIO's office of any updates or changes to the Statement or attachments).
- Each County organization should identify a "User Responsibility Statement Administrator." This is an occasional personnel function that should NOT be filled by a member of the organization's information system support staff. Because it is a

Approved

personnel function, a good choice would be an employee in an administrative position who is responsible for other routine personnel issues.

The User Responsibility Statement Administrator is responsible for the following tasks:

1. Identifying employees and other Users within the organization that will need to read and sign the Statement, as well as the relevant attachments.
2. Managing the signing process, including arranging for any briefings to be held in conjunction with Users signing the Statement and attachments.
3. Maintaining the signed Statements and attachments.
4. Ensuring that new employees and other new Users read and sign the basic Statement and any relevant attachments, and that the Department signing process is performed by all Users on an annual basis.

Approved

SANTA CLARA COUNTY IT USER RESPONSIBILITY STATEMENT

This User Responsibility Statement establishes a uniform, County-wide set of minimum responsibilities associated with being granted access to Santa Clara County information systems and/or County networks. A violation of this Statement may lead to disciplinary action, up to and including termination.

Definitions

County information systems and networks include, but are not limited to, all County-owned, rented, or leased servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, data bases and software. These items are typically under the direct control and management of County information system support staff. Also included are information systems and networks under the control and management of a service provider for use by the County, as well as any personally-owned device that a User has express written permission to use for County business purposes.

County-owned information/data is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by the County. This information/data is the exclusive property of the County of Santa Clara, unless constitutional provision, State or Federal statute, case law, or contract provide otherwise. County-owned information/data does not include a User's personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County-owned information system or on a network or system under the control and management of a service provider for use by the County.

A mobile device is any computing device that fits one of the following categories: laptops; Personal Digital Assistants (PDAs); handheld notebook computers and tablets, including but not limited to those running Microsoft Windows CE, PocketPC, Windows Mobile, or Mobile Linux operating systems; and "smart phones" that include email and/or data storage functionality, such as BlackBerry, Treo, Symbian-based devices, and iPhones. Note that the category "Mobile Device" does not include devices that are used exclusively for the purpose of making telephone calls.

A public record is any writing, including electronic documents, relating to the conduct of the people's business as defined by Government Code section 6252.

"Remote access" is defined as any access to County Information Technology (IT) resources (networks or systems) that occurs from a non-County infrastructure, no matter what technology is used for this access. This includes, but is not limited to, access to County IT resources from personal computers located in User's homes.

Approved

Users includes County employees who are on the permanent County payroll, as well as any other individual who has been authorized to access County networks and systems.

Approved

Key Points

1. General Code of Responsibility

The following General Code of Responsibility defines the basic standards for User interaction with County information systems and networks. All Users of County information systems and networks are required to comply with these minimum standards.

- | | | |
|-----|---|--|
| 1.1 | Users are personally responsible for knowing and understanding the appropriate standards for User conduct, and are personally responsible for any actions they take that do not comply with County policies and standards. If a User is unclear as to the appropriate standards, it is that User's responsibility to ask for guidance from appropriate information systems support staff or Department management. | You are responsible for your own behavior.

If you're unclear about a security standard, it's your responsibility to ask for guidance. |
| 1.2 | Users must comply with basic County standards for password definition, use, and management. | You must comply with County password standards. |
| 1.3 | With the exception of County-owned and approved devices issued to specific authorized County users, only authorized information systems support staff may attach any form of computer equipment to a County network or system unless express written permission to do so is given by Department management. This includes, but is not limited to, attachment of such devices as laptops, PDAs, peripherals (e.g., external hard drives, printers), and USB storage media. | Don't attach computer equipment of any kind to County systems or networks without permission. |
| 1.4 | The use of personally-owned USB storage media on any County computer system is prohibited. All such devices must be County-owned, formally issued to the User by the Department, and used only for legitimate County business purposes. | Use only County-owned and issued USB storage media. |
| 1.5 | Connecting County owned computing equipment, including USB storage media, to non-County systems or networks is prohibited unless express written permission has been given by Department management. This formal approval process ensures that the non-County system or network in question has been evaluated for compliance with County security standards. An example of a | Don't attach County equipment of any kind to non-County computers or networks. |

Key Points

permitted connection to a non-County system or network would be approved connection of a County issued laptop to a home network.

- 1.6 No User, including information systems staff, may install, configure, or use any device intended to provide connectivity to a non-County network or system (such as the Internet), on any County system or network, without express written permission. All such connections must be approved in writing by the County Chief Information Officer (CIO) or designee. If authorized to install, configure or use such a device, the User must comply with all applicable County standards designed to ensure the privacy and protection of data, and the safety and security of County systems.
- 1.7 The unauthorized implementation or configuration of encryption, special passwords, biometric technologies, or any other methods to prevent access to County resources by those individuals who would otherwise be legitimately authorized to do so is prohibited.
- 1.8 Users must not attempt to elevate or enhance their assigned level of User privileges unless express written permission to do so has been granted by Department management. Users who have been granted enhanced privileges due to their specific jobs, such as system or network administrators, must not abuse these privileges and must use such privileges only in the performance of appropriate, legitimate job functions.
- 1.9 Users must use County-approved authentication mechanisms when accessing County networks and systems, and must not deactivate, disable, disrupt, or bypass (or *attempt* to deactivate, disable, disrupt, or bypass) any security measure or security configuration implemented by the County.
- 1.10 Users must not circumvent, or attempt to circumvent, legal guidelines on software use and licensing. If a User is unclear as to whether a software program may be legitimately copied or

Don't install or activate communication devices, such as modems, on County computers or networks.

Don't use encryption except when directed to do so.

Don't attempt to enhance your assigned user privileges.

Don't attempt to disable or bypass County login procedures.

Follow the terms of all software licensing agreements.

Approved

Key Points

installed, it is the responsibility of the User to check with Department management or information systems support staff.

- 1.11 All software on County systems must be installed by authorized systems support staff. Users may not download or install software on any County system unless express written permission has been obtained from Department management or authorized system support staff.

Don't download or install software without permission.

- 1.12 Loss or theft of County-owned computer equipment, or of personally-owned computer equipment that has been approved for use in conducting County business, is to be reported immediately to designated Department management, administrative, or systems support staff. Users are also expected to be aware of security issues, and are encouraged to report incidents involving breaches of security, such as the installation of an unauthorized device, or a suspected software virus.

Immediately report the loss or theft of computer equipment, and also report any suspected security incidents.

- 1.13 Users must respect the sensitivity, privacy and confidentiality aspects of all County-owned information. In particular:

- Users must not access, or attempt to access, County systems or information unless specifically authorized to do so, *and* there is a legitimate business need for such access.
- Users must not allow unauthorized individuals to use their assigned computer accounts; this includes the sharing of account passwords.
- Users must not knowingly disclose County information to anyone who does not have a legitimate need for that information.
- Users must take every precaution to ensure that all information classified as either Confidential or Restricted (or an equivalent classification) is protected from disclosure to unauthorized individuals.

Don't access computers or data unless such access is related to your job.

Don't share your user accounts or passwords with anyone.

Don't share information with someone not entitled to have it.

Protect sensitive data from those not authorized to see it.

Approved

Key Points

- Users must not make or store paper or electronic copies of information unless it is a necessary part of that User's job.
- 1.14 Users must respect the importance of County-owned systems and data as a valuable asset, and should understand that any data stored or processed on any County computer, or transmitted over any County network, is County property. In particular:
- Users must not change or delete data or information unless performing such changes or deletions is a legitimate part of the User's job function.
 - Users must avoid actions that might introduce malicious software, such as viruses or worms, onto any County system or network.
 - A User who leaves employment with the County must not retain, give away, or remove any County data or document from County premises, other than information provided to the public or copies of correspondence directly related to the terms and conditions of employment. All other County information in the possession of the departing User must be returned to the User's immediate supervisor at the time of departure.
- 1.15 Users should be aware that electronic information transported across any County network, or residing in any County information system, is potentially subject to access by County technical support staff, other County Users, and the general public. Users should not presume any level of privacy for data transmitted over a County network or stored on a County information system.
- 1.16 Users must respect all intellectual property rights, including but not limited to rights associated with patents, copyrights, trademarks, trade secrets, proprietary information, and confidential

Don't make copies of information unless this is required by your job.

Don't change or delete data unless doing so is part of your job.

Don't introduce computer viruses onto County computers.

When leaving County employment, don't take County data with you.

You should have no expectation of privacy for electronic data stored on County computers.

Respect all intellectual property rights associated with data that you deal with while doing your job.

Key Points

information belonging to the County or any other third party.

- 1.17 All information resources on any County information system or network are the property of the County and are therefore subject to County policies regarding acceptable use. No User may use any County-owned network, computer system, or any other County-owned device or data for the following purposes:

- Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization
- Unlawful or illegal activities, including downloading licensed material without authorization, or downloading copyrighted material from the Internet without the publisher's permission
- To access, create, transmit, print, download or solicit material that is, or may be construed to be, harassing or demeaning toward any individual or group for any reason, including but not limited to on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation, unless doing so is legally permissible and necessary in the course of conducting County business
- To access, create, transmit, print, download or solicit sexually-oriented messages or images, or other potentially offensive materials such as, but not limited to, violence, unless doing so is legally permissible and necessary in the course of conducting County business
- Knowingly propagating or downloading viruses or other malicious software
- Disseminating hoaxes, chain letters, or advertisements

Don't use County computers to conduct your personal business.

Don't use County computers for illegal activities.

Don't create or send demeaning or harassing material.

Don't view, download, or send pornography or other potentially offensive materials.

Don't download or transmit malicious software.

Don't send chain letters.

Key Points

- 1.18 Users that are employed by, or are otherwise associated with, a HIPAA impacted Department, are responsible for understanding and carrying out their responsibilities and duties as identified in the County HIPAA policies and procedures training, and other HIPAA-related materials that may be distributed from time to time.

Handle all protected health information according to HIPAA regulations.

2. Internet and Email

The following items define the basic standards for use of County Internet and email resources. All Users of County information systems and networks are required to comply with these minimum standards.

- 2.1 In general, Users must not use County systems or networks for personal activities. However, reasonable incidental (*de minimus*) personal use of County resources, such as Internet access and email, is allowed as long as such use does not violate the County's acceptable use policies, and does not interfere with the performance of work duties or the operation of the County's information systems. If a User is unclear as to what is considered appropriate incidental personal use, it is the responsibility of the User to ask for guidance from Department management.
- 2.2 When conducting County business, Users may not configure, access, use, or participate in any Internet-based communication or data exchange service unless express written permission has been given by Department management. Such services include, but are not limited to, Internet Instant Messaging (such as AOL Instant Messaging), Internet email services (such as hotmail and gmail), peer-to-peer networking services (such as Kazaa), and social networking services (such as blogs, MySpace, Facebook and Twitter).

Limit personal use of County computers.

Don't use Internet email or data exchange services (such as FaceBook, MySpace, or other social networking sites) to conduct County business.

Approved

Key Points

- | | | |
|-----|--|--|
| 2.3 | It is the User's responsibility to become familiar with the specific County policies, procedures, and guidelines associated with the use of Internet-based communication and data exchange services. Users who have been granted permission to use an Internet-based communication or data exchange service for conducting County business are expected to adhere to all relevant County policies, procedures, and guidelines associated with the use of these services. | You are responsible for understanding County guidelines for using Internet data exchange services, such as social networking sites. |
| 2.4 | Users are responsible for understanding and following the County's policy with respect to the retention of email messages, including immediately deleting non-business related email messages once these messages have been read. | Follow County standards for retaining and deleting email messages. |
| 2.5 | Users may not use an internal County email account assigned to another individual to either send or receive email messages. | Don't use anyone else's email account. |
| 2.6 | Users may not configure their County email account so that it automatically forwards messages to an external Internet email system unless express written permission has been given by the Department Head. When automated forwarding is used, it must be for legitimate business purposes only, and is to be implemented with the User's full understanding of, and willingness to accept responsibility for, the associated risks for disclosure of sensitive information. | Don't automatically forward County email to an Internet email system. |

3. Remote Access

The following items define the basic standards for remote access to County information systems and networks. All Users of County information systems and networks are required to comply with these minimum standards. Users actually granted remote access privileges must sign the statement provided as Attachment A.

Key Points

- 3.1 All remote access to County resources must be via the secure, centralized, County-controlled mechanisms and technologies approved by the County CIO or designee, and installed by authorized County systems support staff. Users are not permitted to implement, configure, or use any remote access mechanism other than the County-owned and managed remote access systems that have been formally approved and implemented by authorized system support staff.
- 3.2 Written approval for use of County remote access mechanisms is to be granted to a specific User by the appropriate Department Head or designee. Remote access to County resources will be implemented on a case-by-case basis based on job-related necessity, and only for those Users that have read and signed both the County's general User Responsibility Statement and the Remote Access agreement (Attachment A).
- 3.3 Remote access sessions may be monitored and/or recorded, and complete information on the session logged and archived. Users have no right, or expectation, of privacy when remotely accessing County networks, systems, or data. Audit tools may be used to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.
- 3.4 All computer devices used to access County resources from a remote location must be configured according to County-approved security standards. These include approved, installed, active, and current: anti-virus software, software or hardware-based firewall, full hard drive encryption, and any other security software or security-related system configurations that are required and approved by the County.
- 3.5 Users that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, will

Use only existing, approved County remote access systems.

Get approval for all remote access to County systems.

Remember that remote access sessions may be monitored and/or recorded.

Computers used for remote access must be configured according to County standards.

Approved

Key Points

Take measures to prevent the loss or theft of County-owned Mobile Devices used for remote access, and report loss or theft of such devices immediately.

Take appropriate measures to protect County computers and data when using remote access.

When using remote access, continue to follow all County security policies.

take all reasonable measures to ensure that the device is protected from damage, access by third parties, loss, or theft. Loss or theft of such devices must be reported immediately to designated Department management or support staff.

- 3.6 Users will practice due diligence in protecting the integrity of County networks, systems, and data while remotely accessing County resources, and will immediately report any suspected security incident or concern to their Department management and IT support staff.
- 3.7 Remote access sessions are subject to all other relevant County IT security policies and standards, including Local User Authentication (passwords), Data Classification, Internet Use, and Email.

4. Personally-Owned Devices

The following items define the basic standards for the use of personally-owned devices to conduct County business. All Users of County information systems and networks are required to comply with these minimum standards. Users actually granted the privilege of using a personally-owned device to conduct County business must also sign the statement provided as Attachment B.

Note that in the case of Mobile Devices, the following provisions apply only to those devices that include email and/or data storage capability (such as BlackBerry devices and other "smart" phones), and do not apply to devices that are used strictly for the purpose of making telephone calls.

- 4.1 Use of personally-owned devices to conduct County business is prohibited unless express written permission is obtained from both the Department Head and IT Manager. If the User in question is a Department or Agency Head, express written permission must also be

Use of a personally-owned device to conduct County business requires approval.

Key Points

obtained from the County Chief Information Officer or designee. The use of personally-owned devices to conduct County business is a privilege, not a right, and employment at the County does not automatically guarantee the granting of this privilege.

- 4.2 The personally-owned device in question must use existing, County-approved and County-owned access/authentication systems when accessing County resources. Installation by Users of any hardware, software, or network interface components that provide unauthorized network connectivity, either wired or wireless, is prohibited.
- 4.3 The User shall allow the County to configure personally-owned devices as appropriate to meet security requirements, including the installation of specific security software that is mandated by County policy. When reasonably possible and practical, the County shall strive to provide a minimum of 24-hours notice to the User before configuring the personally-owned device. While the device is in the County's possession, the County shall not access, alter, retrieve or delete the User's personal information, communications, data, software or files stored on the device unless (a) it is reasonably necessary to do so to configure the device to meet security requirements, or (b) the User agrees to the specific access, alteration, retrieval or deletion.
- 4.4 Users authorized to use a personally-owned device must follow designated Department procedures for ensuring that software updates and patches are applied to the device according to a regular, periodic schedule. All software installations and updates are subject to verification by management-designated Department staff.

If you are allowed to use your own computer or mobile device for County business, you must still use County-approved user login procedures.

You must allow authorized IT staff to configure, and periodically update, security software on any personally-owned device used to conduct County business.

Follow Department procedures for updating and patching software on personally-owned devices.

Approved

Key Points

- 4.5 Users have no expectation of privacy with respect to any County-owned communications, information, or files on any personally-owned device. Users agree that, upon request, the County may immediately access any and all work-related or County-owned communications, information or files stored on these devices, in order to ensure compliance with County policies. Except as otherwise provided in this policy or as required by law, the County shall not access any of the User's personal information, communications, data or files on the User's personally-owned devices.
- 4.6 Upon reasonable suspicion that a User has failed to comply with County policy, the County may search and access communications, information, data, or files on the personally-owned device that are reasonably related to the County's suspicion and interest in conducting the search. Any such search and access will take place with a goal of returning the device within 48 hours, if reasonably possible. The search and access shall be conducted in the presence of the User and/or the User's representative when requested by the User. At the request of the Department and with reasonable notice (not to exceed 48 hours), the User must provide a copy of all work-related or County-owned communications, information, or files stored on the personally-owned device. If the personally-owned device contains any information which is subject to lawful privilege (such as attorney-client or work product), that device shall be searched by Department representatives who are entitled to view the information, so that the privilege is not violated.
- 4.7 If a user is contacted on a personally-owned device by someone from the County conducting County business, and the User has not obtained
- The County has the right to access County data on any personally-owned device used to conduct County business.**
- The County may search a personally-owned device if there is a suspicion that County policy has been violated.**

Approved

Key Points

permission to conduct County business with that personally-owned device, then the County may not access that device regarding that User-received communication other than through legally permissible methods such as a subpoena, request for voluntary disclosure, etc. The preceding sentence shall not limit the County's right to direct a User to disclose the communication at issue upon reasonable notice.

- 4.8 The User shall adhere to all relevant County security policies and standards, just as if the personally-owned device were County property. This includes, but is not limited to, policies regarding password construction and management, physical security of the device, device configuration, and hard drive sanitization prior to disposal. This does not restrict the User's personal use of the device so long as that personal use does not include or result in (a) the User's failure to adhere to all relevant County security policies and standards, or (b) the breach of the County's security policies or standards.
- 4.9 The User will make no modifications of any kind to operating system configurations implemented by the County on the device for security purposes, or to any hardware or software installed on the device by the County, without the express written permission of the County CIO's Office.
- 4.10 The User must treat the device and the work-related or County-owned communications, information or files it contains as County property. The User must not allow access to or use of any work-related or County-owned communications, information, or files by individuals who have not been authorized by the County to access or use that data.
- 4.11 The User must immediately report to designated Department management or

The County will not require you to allow access to your personally-owned device for unsolicited, incoming County communications if that device has not been approved for use in conducting County business.

Even when using your own computer or other device for County business, you must still follow all County security policies.

Under most circumstances, you can continue to use an approved device for personal use as well as County business.

Don't modify any security configuration settings or security software on your computer.

Treat any personally-owned device used for County business as if it were County-owned.

Approved

Key Points

support staff any incident or suspected incident of unauthorized access and/or disclosure of County resources, data, or networks that involve the device, including loss or theft of the device.

Immediately report the loss or theft of a personally-owned device that has been used for County business.

Approved

Key Points

Acknowledgement of Receipt

This Acknowledgement hereby incorporates the main body of the User Responsibility Statement. Attachments A and B are additional signature pages that apply only to those individuals that have been granted either remote access privileges (Attachment A) or permission to use a personally-owned device (Attachment B). These Attachments should only be signed if either of these conditions apply.

The User should understand that the County's failure to enforce any provision of this Statement does not mean that the County will not enforce that or any other provision in the future. The User should also understand that if a clause, sentence or paragraph of this Statement is determined to be, invalid by a Court or County commission, this does not affect the validity of any other portion of the Statement.

By signing below, I acknowledge that I have read and understand all sections of the County of Santa Clara's User Responsibility Statement. I also acknowledge that violation of any of its provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.

If at any time, I have questions or doubts, or I feel ambivalent or unclear on any matter related to IT security and/or data confidentiality, I understand that it is my responsibility to request clarification from my supervisor or other appropriate manager before taking any action.

All Users must sign this Acknowledgement; Users with permission to use Remote Access should also sign Attachment A, and Users with permission to use personally-owned devices must complete and sign Attachment B.

Violation of any of the provisions in this User Responsibility Statement may result in disciplinary action.

It is your responsibility to ask for clarification if you don't understand any aspect of the County IT security policy.

Approved

IT User Responsibility Statement Signature Page

I acknowledge that this Statement will still be in effect following a transfer to another County Agency or Department, and that all of its provisions will continue to apply to me as long as I am a County employee.

User Signature:

Print User Name:

Agency/Department:

Date Signed:

Approved

This page left intentionally blank.

Approved

Attachment A – Remote Access Signature Page

I have read and understand the contents of the User Responsibility Statement regarding Remote Access. I understand that violation of these provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.

I received approval from my Department's management to be granted Remote Access privileges for legitimate County business, as evidenced by the signatures below.

User Signature:

Date:

Printed User Name:

Agency/Department:

Agency/Department Manager Signature:

Date:

Printed Manager Name:

Manager Title:

Approved

This page left intentionally blank.

Approved

Attachment B – Personally-Owned Device Signature Page

I have read and understand the contents of the User Responsibility Statement regarding the use of Personally-Owned Devices. I understand that violation of these provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.

I own the following device(s), which I will use for legitimate business reasons in compliance with County policies:

Manufacturer	Model Number	Serial Number	Operating System

I received approval from my Department's IT Manager and my Agency/ Department head to use the device(s) listed above for legitimate County business, as evidenced by the signatures below.

Agency/Department:

User Signature:

Date:

Printed User Name:

IT Manager Signature:

Date:

Printed IT Manager Name:

Agency/Department Head (or Designee) Signature:

Date:

Printed Agency/Department Head (or Designee) Name:

County CIO Office Approval Signature:

(Required only if User is Agency or Dept. Head)

Date:

Printed CIO Office Approver Name:

Approved

EXHIBIT Q

JPMorganChase 

Blocked Account Control

Agreement ("Shifting Control") | JPMORGAN CHASE BANK, N.A.

V1.4_0410

AGREEMENT dated as of June [], 2011, by and among Rural/Metro of California, Inc. ("Company"), County of Santa Clara ("County") and JPMorgan Chase Bank, N.A. ("Depository").

The parties hereto refer to Account No. [REDACTED] in the name of Company maintained at Depository (the "Account") and hereby agree as follows:

1. Company and County notify Depository that by separate agreement Company has granted County a security interest in the Account and all funds on deposit from time to time therein. Depository acknowledges being so notified.
2. Prior to the Effective Time (as defined below) Depository shall honor all withdrawal, payment, transfer or other fund disposition or other instructions which the Company is entitled to give under the Account Documentation (as hereinafter defined) (collectively, "Instructions") received from the Company (but not those from County) concerning the Account. On and after the Effective Time (and without Company's consent), Depository shall honor all Instructions received from County (but not those from Company) concerning the Account and Company shall have no right or ability to access or withdraw or transfer funds from the Account.

For the purposes hereof, the "Effective Time" shall be the opening of business on the second business day next succeeding the business day on which a notice purporting to be signed by County in substantially the same form as Exhibit A, attached hereto, with a copy of this Agreement attached thereto (a "Shifting Control Notice"), is actually received by the unit of Depository to whom the notice is required hereunder to be addressed; provided, however, that if any such notice is so received after 12:00 noon, Eastern time, on any business day, the "Effective Time" shall be the opening of business on the third business day next succeeding the business day on which such receipt occurs; and, provided further, that a "business day" is any day other than a Saturday, Sunday or other day on which Depository is or is authorized or required by law to be closed.

Notwithstanding the foregoing: (i) all transactions involving or resulting in a transaction involving the Account duly commenced by Depository or any affiliate prior to the Effective Time and so consummated or processed thereafter shall be deemed not to constitute a violation of this Agreement; and (ii) Depository and/or any affiliate may (at its discretion and without any obligation to do so) (x) cease honoring Company's instructions and/or commence honoring solely County's instructions concerning the Account at any time or from time to time after it becomes aware that County has sent to it a Shifting Control Notice but prior to the Effective Time therefor (including without limitation halting, reversing or redirecting any transaction referred to in clause (i) above), or (y) deem a Shifting Control Notice to be received by it for purposes of the foregoing paragraph prior to the specified unit's actual receipt if otherwise actually received by Depository (or if such Shifting Control Notice does not comply with the form attached hereto as Exhibit A or does not attach an appropriate copy of this Agreement), with no liability whatsoever to Company or any other party for doing so.

3. This Agreement supplements, rather than replaces, Depository's deposit account agreement, terms and conditions and other standard documentation in effect from time to time with respect to the Account or services provided in connection with the Account (the "Account Documentation"), which Account Documentation will continue to apply to the Account and such services, and the respective rights, powers, duties, obligations, liabilities and responsibilities of the parties thereto and hereto, to the extent not expressly conflicting with the provisions of this Agreement (however, in the event of any such conflict, the provisions of this Agreement shall control). Prior to Issuing any Instructions on or after the Effective Time, County shall provide Depository with such documentation as Depository may reasonably request to establish the identity and authority of the individuals Issuing Instructions on behalf of County. County may request the Depository to provide other services (such as automatic daily transfers) with respect to the Account on or after the Effective Time; however, if such services are not authorized or otherwise covered under the Account Documentation, Depository's decision to provide any such services shall be made in its sole discretion (including without limitation being subject to Company and/or County executing such Account Documentation or other documentation as Depository may require in connection therewith).
4. (a) Depository agrees not to exercise or claim any right of offset, banker's lien or other like right against the Account for so long as this Agreement is in effect except with respect to (i) returned or charged-back items, reversals or cancellations of payment orders and other electronic fund transfers or other corrections or adjustments to the Account or transactions therein, (ii) overdrafts in the Account or (iii) Depository's charges, fees and expenses with respect to the Account or the services provided hereunder. (b) Upon the occurrence of any of the items referred to in clauses (i)-(iii), inclusive, of the preceding sentence (any such item, a "Returned Item"), Depository shall first attempt to obtain reimbursement therefore from the Account or the Company; however, if Depository fails to obtain any such reimbursement within 15 days after the occurrence of such Returned Item, then County shall reimburse Depository the amount of such Returned Item within 5 days after County's receipt of a written request therefor from Depository; provided that the County's aggregate obligations under this sentence shall be limited to the aggregate amount transferred from the Account on the Instructions of the County pursuant to this Agreement.
5. Notwithstanding anything to the contrary in this Agreement: (i) Depository shall have only the duties and responsibilities with respect to the matters set forth herein as is expressly set forth in writing herein and shall not be deemed to be an agent, bailee or fiduciary for any party hereto; (ii) Depository shall be fully protected in acting or refraining from acting in good faith without investigation on any notice (including without limitation a Shifting Control Notice), instruction or request purportedly furnished to it by Company prior to the Effective Time or County in accordance with the terms hereof, in which case the parties hereto agree that Depository has no duty to make any further inquiry whatsoever; (iii) it is hereby acknowledged and agreed that Depository has no knowledge of (and is not required to know) the terms and provisions of the separate agreement referred to in paragraph 1 above or any other related documentation or whether any

actions by County (including without limitation the sending of a Shifting Control Notice), Company or any other person or entity are permitted or a breach thereunder or consistent or inconsistent therewith, (iv) Depositary shall not be liable to any party hereto or any other person for any action or failure to act under or in connection with this Agreement except to the extent such conduct constitutes its own willful misconduct or gross negligence (and to the maximum extent permitted by law, shall under no circumstances be liable for any incidental, indirect, special, consequential or punitive damages); and (v) Depositary shall not be liable for losses or delays caused by force majeure, interruption or malfunction of computer, transmission or communications facilities, labor difficulties, court order or decree, the commencement of bankruptcy or other similar proceedings or other matters beyond Depositary's reasonable control.

6. Company hereby agrees to indemnify, defend and save harmless Depositary against any loss, liability or expense (including reasonable fees and disbursements of counsel who may be an employee of Depositary) (collectively, "Covered Items") incurred in connection with this Agreement or the Account (except to the extent due to Depositary's willful misconduct or gross negligence) or any interpleader proceeding relating thereto or incurred as a result of following Company's direction or instruction. If Depositary is not indemnified by Company pursuant to the preceding sentence and Depositary as a result thereof obtains a judgment against the Company which Depositary is then unable to enforce through the exercise of reasonable diligence, the County shall indemnify, defend and save harmless Depositary against any Covered Items incurred as a result of following County's wrongful direction or instruction in connection with this Agreement (except to the extent due to Depositary's willful misconduct or gross negligence).
7. Depositary may terminate this Agreement in its discretion upon the sending of at least thirty (30) days' advance written notice to the other parties hereto. County may terminate this Agreement in its discretion upon the sending of at least three (3) days advance written notice to the other parties hereto, provided that Depositary may shorten or waive the requirement that County's notice be in advance and any such shortening or waiver shall be binding on all parties. Any other termination or any amendment or waiver of this Agreement shall be effected solely by an instrument in writing executed by all the parties hereto. The provisions of paragraphs 5 and 6 above shall survive any such termination.
8. Company shall compensate Depositary for the opening and administration of the Account and services provided hereunder in accordance with Depositary's fee schedules from time to time in effect. Payment will be effected by a direct debit to the Account.
9. This Agreement: (i) may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument; (ii) shall become effective when counterparts hereof have been signed by the parties hereto; and (iii) **shall be governed by and construed in accordance with the laws of the State of California.** All notices under this Agreement shall be in writing and sent (including via emailed pdf or similar file or facsimile transmission) to the parties hereto at their respective addresses, email addresses or fax numbers set forth below (or to such other address, email address or fax number as any such party shall designate in writing to the other parties from time to time).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

RURAL/METRO OF CALIFORNIA, INC.				COUNTY OF SANTA CLARA			
By:		Date:		By:		Date:	
Name:				Name:			
Title:				Title:			
Address for Notices:				Address for Notices:			
Fax No.:				Fax No.:			
Email Address:				Email Address:			
JPMORGAN CHASE BANK, N.A.							
By:		Date:					
Name:							
Title:							
Address for other Notices: JPMorgan Chase Bank, N.A. Attn: Vikram Bharati 1999 Avenue of the Stars Los Angeles, CA 90067 Email: vikram.x.bharati@jpmorgan.com Fax No.: 310.860.7110				Address For Shifting Control and Termination Notices: JPMorgan Chase Bank, N.A. Global TS Contracts & Documentation Attn: Blocked Accounts 420 W Van Buren Street, 9th floor Suite IL1-0199 Chicago, IL 60606-3534 Email: blocked.account.contracts@jpmchase.com Fax No.: 312.954.3516			

Approved

Exhibit A | SHIFTING CONTROL NOTICE

Date: _____

JPMorgan Chase Bank, N.A.
Global TS Contracts & Documentation

Address: 420 W Van Buren Street, 9th Floor Suite IL1-0199
Chicago, IL 60606-3534

Attention: Blocked Accounts

Re: Blocked Account Control Agreement dated as of _____, 20____, (the "Agreement") by and among
_____ and JPMorgan Chase Bank, N.A.
relating to Account(s) _____

Ladies and Gentlemen:

This constitutes a Shifting Control Notice as referred to in paragraph 2 of the Agreement, a copy of which is attached hereto.

[NAME OF COUNTY]

By: _____ Date: _____

Name:

Title:

Approved

EXHIBIT R

IRREVOCABLE LETTER OF CREDIT

TO: Santa Clara Emergency
Medical Services Agency
Attn: EMS Director
976 Lenzen Avenue
Suite 1200
San Jose, CA 95126

Letter of Credit Number

Initial Expiration Date
June 30, 2012

DATE:

Dear Director:

This is an irrevocable Letter of Credit issued by _____ ("Issuer") in favor of the County of Santa Clara ("County") for the account of Rural/Metro of California, Inc. (the "Account Party").

This Letter of Credit is in an amount of United States Dollars. Upon County's presentation of a written dated and signed statement and sight draft signed by the County Executive of the County of Santa Clara, State of California, stating that the Account Party is in default of its obligations ("Obligations") under that certain EMS Medical Services Agreement between the Rural/Metro of California, Inc. (the "Account Party") and the County of Santa Clara ("County") dated December 14, 2010 (as the same may be amended from time to time), Issuer shall pay to County the amount claimed to be due, not to exceed Five Million Dollars (\$5,000,000.00) (the "Stated Amount"). Except as expressly stated herein, Issuer's obligation to pay is not subject to any agreement, requirement or qualification.

All drafts drawn on this Letter of Credit must be marked "Drawn on 'Issuer', Letter of Credit Number _____."

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date Issuer notifies County in writing by certified mail or courier service at the above listed address, that Issuer elects not to consider this Letter of Credit extended for any such additional period. Upon receipt by County of such notice, County may draw hereunder by means of County's drafts on Issuer at sight accompanied by County's written statement reciting that: "by not extending this Letter of Credit or providing a substitute therefor prior to the expiration of this Letter of Credit, the Rural/Metro of California, Inc. (the "Account Party") is deemed in default of its Obligations and that the proceeds of County of Santa Clara's drafts will be retained and used by County to meet Account Party's Obligations". Partial drawings are permitted

Approved

under this Letter of Credit; provided, however, that partial drawings in the aggregate shall not exceed the Stated Amount.

In each case where Issuer has received a draft described above prior to 5:00 p.m. Pacific Time, on a Business Day, payment shall be made by 5:00 p.m. Pacific Time on the following Business Day. As used herein, "Business Day" means any day on which inter-bank payments can be effected through the use of the Fedwire system other than (i) a Saturday or Sunday, or (ii) a legal holiday on which banking institutions in the State of California are closed. Issuer may effect payment through use of the Fedwire system if County provides wiring instructions to Issuer.

Issuer covenants that all drafts drawn under and in compliance with the terms of this Letter of Credit will be honored if presented at Issuer's office on or before the Initial Expiration Date of this Letter of Credit, or any automatically extended date as set forth above.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600. As to matters not governed by the UCP, this Letter of Credit shall be governed by the internal laws of the State of California (without regard to conflicts of law provisions).

Sincerely,

[Issuer]

Approved