

**THIRD AMENDMENT
TO THE 911 EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT BETWEEN THE
CITY OF MILPITAS AND THE COUNTY OF SANTA CLARA**

This Third Amendment to the 911 Emergency Medical Services Provider Agreement (“Third Amendment”) is entered into by and between the City of Milpitas (“Provider”) and the County of Santa Clara (“County”), effective as of November 1, 2016 (“Effective Date”).

RECITALS

A. The Provider and County entered into that certain 911 Emergency Medical Services Provider Agreement on June 23, 2011, to provide paramedic-level services and/or emergency ambulance transportation within the Santa Clara County Exclusive Operating Area. This agreement was amended, effective as of March 30, 2012, to include Annex C, which addresses additional funding for projects benefiting the Santa Clara County EMS System. This agreement was further amended, effective July 1, 2016, to extend the term of the Agreement and the use of the Medical Priority Dispatch System.

B. The Provider and County now desire to amend certain provisions of the 911 Emergency Medical Services Agreement, as amended (the “Agreement”) concerning the Provider authorization for emergency ambulance use within the Santa Clara County Exclusive Operating Area.

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 Provider hereby agree that the Agreement is amended, as of the Effective Date, as follows:

1. Annex A, attached hereto, is hereby added to the Agreement and incorporated therein by this reference.
2. The Agreement, as amended by this Third Amendment, 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 Agreement. The Agreement may not be amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.
3. Except as modified by this Third Amendment, the terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. Should any inconsistency arise between this Third Amendment and the Agreement 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.

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Annex A

Provider Authorization for Emergency Ambulance Use Within the Santa Clara County Exclusive Operating Area

I. Purpose

This Annex is intended to authorize a public fire department with existing emergency ambulance transportation capabilities, operating within the County Service Area EOA, to continue to provide transportation services in order to augment the services provided by Rural/Metro. The use of fire department emergency ambulances is intended to provide a "safety-net" to the Santa Clara County EMS System.

Nothing in this Annex shall limit the ability of the fire department to respond to calls using a fire department emergency ambulance as an emergency response vehicle. This Annex is intended to codify when and how a fire department emergency ambulance may be used for the transportation of patients.

This Annex and associated Santa Clara County Prehospital Care Policies shall replace all previous Agreements related to the use of Supplemental Transport Ambulance Resources (STAR) by Provider in the EOA.

The County does not require any fire department in the County to provide any emergency ambulance services whatsoever except where stipulated in this Agreement.

II. Authorized Use

A fire department may not operate an emergency ambulance without the approval of the EMS Agency. Any such operation shall be a violation of the County's Exclusive Operating Area. All fire department emergency ambulances under this Agreement shall be considered part of the Medical Health Mutual Aid System.

Departments may use emergency ambulances as an emergency vehicle for purposes of responding to service requests as authorized by applicable law. In these cases, as long as the resource is not serving or has been requested as an emergency ambulance, it shall be considered part of the Fire/Rescue Mutual Aid System.

The Provider shall pay for an ambulance service permit including individual ambulance unit permit fees approved by the Board of Supervisors, to the EMS Agency in July of each year.

III. Intended Use

The use of fire department emergency ambulances to provide patient transportation shall be permitted when (1) immediate life-saving transportation is required, or (2)

material failure of Rural/Metro when emergency transport is required, or (3) delay of Rural/Metro when emergency transport is required red lights and sirens ("RLS") or (4) when approved by the County EMS Duty Chief or County EOA EMS Field Supervisor as identified in *Santa Clara County Prehospital Care Policy 614: Fire Department Emergency Ambulance Use* and may be modified from time to time consistent with *Santa Clara County Prehospital Care Policy #109*.

In addition to Provider-initiated use of fire department emergency ambulances, Provider agrees to assist the County as identified below:

When requested by the County, only the requested fire department emergency ambulance(s) shall respond. Other resources routinely dispatched with fire department emergency ambulances within their home jurisdiction shall not accompany County requests for fire department emergency ambulances when leaving the home jurisdiction.

Table 1: Use by County of Fire Department Emergency Ambulances		
Indication	Criteria	
Countywide EMS System Impact	(Standard Dispatch Order #11) From time to time, Standard Dispatch Order numbers may be revised.	
Countywide EMS System Impact	(Standard Dispatch Order #12) From time to time, Standard Dispatch Order numbers may be revised.	
Medical Health Mutual Aid System in the Region	Regional Medical Health Mutual Aid is requested and authorized by the Medical Health Operational Area Coordinator.	Provider may make emergency ambulances available for Operational Area response when requested by County.
Specialized Resource Need within the Operational Area	The County may request fire department emergency ambulances when the need for a specific resource would benefit the County.	Provider may make emergency ambulances available for Operational Area response when requested by County.

Cost of Service and Billing

The cost of fire department emergency ambulance services is the sole responsibility of the jurisdiction.

Provider shall bill for, and make reasonable efforts at collecting fees, for ambulance services provided either directly or through a third party biller which may include

Rural/Metro. Unless specified in this Agreement, Provider may not provide complementary or reduced billing for transportation services unless such relief is provided in a County approved procedure for those that may be impoverished or unable to provide immediate payment for services rendered.

Provider may not bill for ambulance response when a patient is not transported except when specifically authorized by the County or as authorized by other applicable law, ordinance, or regulation. An example may include, but is not limited to, responding to a funded SEMS mutual aid request

In the event that Provider is not able to collect or bill for a transport, the County shall not be responsible for any costs unless the County had authorized payment prior to use.

The Provider may only bill at the rates established by the County that are equal to those authorized under the County's agreement with Rural/Metro. Provider agrees that it will use practices similar to those used for billing and collecting that are used by Rural/Metro.

Provider will submit copies of all bills for ambulance service provided under this Agreement and evidence of amount actually collected to the EMS Agency in July and December of each year.

Provider shall obtain and maintain a Medicare and MediCal provider number/status and any and all other certifications that are necessary to legally bill for the services provided.

The Medicare and MediCal provider number/status shall only be used for services provided under this Agreement.

IV. Fire Department Emergency Ambulances

In addition to any standards identified in Santa Clara County Prehospital Care Policy, fire department emergency ambulances shall:

- (a) Bear the approved County of Santa Clara Emergency Medical Services seal, in at least 12 inch diameter, on both sides of the ambulance in an area approved by the County. The word "ambulance" shall not appear on the vehicle.
- (b) Be numbered and typed according to County EMS Standards to facilitate integration into the countywide ambulance system. This numbering and typing shall not infringe on FIRESCOPE standards. The County has approved the terms "Medic" and "Rescue/Medic" as acceptable identification for fire department emergency ambulances.

- (c) Be limited to no more than 1 fire department emergency ambulance in service. For purposes of this provision, "in service" shall mean a fire department emergency ambulance used to respond to emergency calls as an ambulance for transportation. Increases in the number of fire department emergency ambulances must be authorized by the County.

V. Communications

In addition to the requirements identified in Santa Clara County Prehospital Care Policy, fire department emergency ambulances shall be equipped with radios capable of communicating with the Santa Clara County Communications and on designated frequencies. This shall include a mobile radio and at least one portable radio.

VI. Training

Provider will work collaboratively with the EMS Agency and Santa Clara County Communications to develop a fire department emergency ambulance orientation and review program for Provider's personnel, Rural/Metro, and other EMS System participants. This program will be provided to the County and shall be updated from time to time.

Provider will participate in at least two full-scale or functional exercises per-year, in cooperation with the Rural/Metro and the EMS Agency to practice Ambulance Strike Team/Task Force operations. The EMS Agency will cooperatively schedule training annually. This training may be included as part of other exercises as long as ambulance operations are included.

VII. Response Times

Provider shall maintain records in order to provide dispatch, arrival on the scene, departure from the scene, arrival at hospital, and time available for each emergency ambulance response. These times shall be reflected on the patient care record.

VIII. Patient Care Record

A copy of the patient care record shall be provided to the County when a transport occurs.

IX. Non Ambulance Transport Requirements

Provider shall not require ambulance transportation for patients that are not in need of transport by ambulance and Provider shall offer various non-transport options to patients as approved by the County.

X. Marketing and Information Materials

All marketing and information related to Provider's emergency ambulance service must be approved by the County and contain the Santa Clara County EMS System logo.

XI. Required Staffing

Fire department emergency ambulances shall be staffed with at least one Santa Clara County Accredited Paramedic and one State certified Emergency Medical Technician that has completed the required training identified within this agreement.

XII. Supplies

The replacement of equipment and supplies used to treat and transport the patient is the sole responsibility of Provider.

Billing for such supplies to the patient shall be in accordance with the fee schedule approved for Rural/Metro (Reference: *Exhibit M, Table 2 of Emergency Medical Services Agreement between Rural/Metro of California, Inc. and County of Santa Clara*).

XIII. Utilization Review Process

Fire Department emergency ambulance use will be reviewed by the EMS Agency Contract Manager. The EMS Agency has established a mechanism for review of all fire department transports covered under this Agreement. This process is contained within the Santa Clara County Prehospital Care Manual, Reference Section which may be modified from time to time.

Transports executed in violation of the established criteria may result in penalties as identified in the table below.

Detail	Fee	Notes
First violation	\$5,000.00	Penalty to be debited from the first responder incentive payment or by direct payment to the County for deposit to the EMS Trust Fund.
Second violation within 12 months.	\$5,000.00	Penalty to be debited from the first responder incentive payment or by direct payment to the County for deposit to the EMS Trust Fund.
Third (and beyond) violation within 12 months.	\$5,000.00	Penalty to be debited from the first responder incentive payment or by direct payment to the County for deposit to the EMS Trust Fund.

Fourth violation within 12 months.	\$5,000.00 per occurrence*	Penalty to be debited from the first responder incentive payment or by direct payment to the County for deposit to the EMS Trust Fund. *In addition to fines, the provider's ambulance permit may be censured including suspension or revocation.
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XIV. Payments for Damages

Provider shall make payment to the EMS Trust Fund within thirty days of notification by the County.

If Provider receives First Responder Funding as authorized in this Agreement under Annex B; liquidated damages will first be deducted from Providers annual funding allocation. If damages exceed the annual amount authorized for Provider's First Responder Funding; Provider shall make direct payment to the County.

A late payment charge of ten percent per-month will be assessed by the County if payment is not received by County on or before the 30th day if payment has not been debited from the first responder funding allocation.

Failure to make payment within thirty days may result in suspension or discontinuation of Provider's authorization to provide emergency ambulance services.

XV. Appeal of Decision

In the event that Provider disagrees with the Contract Manager's determination related to appropriate use and/or issuance of liquidated damages, a petition may be made to the Ambulance Permit Officer within thirty (30) calendar days of receipt of Contract Manager's decision.

The petition must be submitted in writing and contain the basis for the appeal, any appropriate evidence, and requested remedy.

The Ambulance Permit Officer may request additional information or base a decision on materials that have been provided by the Contract Manager and Provider. The decision of the Ambulance Permit Officer shall be final.

XVI. Annual Review

Annually, the County shall provide a report to the Board of Supervisors that describes the utilization of fire department emergency ambulances within the County Exclusive Operating Area. This report shall include, but is not limited to, Provider adherence to this agreement, evaluation of need and necessity for the service provided,

and actions taken by Rural/Metro to remedy any variances that may have caused the need for fire department emergency ambulance transportation.

XVII. Designated Liaison

Provider shall identify a liaison between the County EMS Agency and Provider for routine matters related to the provisions of this agreement.

XVIII. EMS System Orientation

Provider shall assign a representative to participate in the Santa Clara County EMS System Orientation program to assist in teaching the module related to fire department emergency ambulances as agreed upon by the Parties.

XIX. Ambulance Locations

Annually Provider shall notify the County of the locations where Provider's emergency ambulances will be routinely stationed.

Provider may station emergency ambulances at any location, but shall notify the County when the location of routinely stationed ambulances is changed.

XX. Termination

In addition to the Termination provisions in this Agreement, the following provisions apply to this Annex. The provisions contained within this Annex shall expire at the same time as the Agreement.

The parties further agree that the Santa Clara County Board of Supervisors, by a majority vote, may immediately terminate the provision of services under this Annex at any time at their sole and absolute discretion.