

SUBCONTRACTOR AMBULANCE SERVICES AGREEMENT

THIS SUBCONTRACTOR AMBULANCE SERVICES AGREEMENT is made between American Medical Response Ambulance Service, Inc. and Gold Coast Ambulance Service (collectively, "AMR") and the Ventura County Fire Protection District ("FIRE AGENCY"). This Agreement is effective May 9, 2023 ("Effective Date").

WHEREAS, AMR is in need of qualified and experienced ambulance support services teams consisting of an ambulance and two credentialed personnel with a minimum of one paramedic ("Ambulance Support Services") to supplement its resources from time to time;

WHEREAS, FIRE AGENCY wishes to provide qualified Ambulance Support Services and is capable of providing qualified Ambulance Support Services upon request by AMR.

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

1. **Term.** The initial term of this Agreement shall start on the Effective Date and continue month-to-month, subject to the termination rights herein.
2. **Termination.** Either party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon 30 days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within seven (7) days of written notice thereof to the other party.
3. **Services.** On a 24/7 basis, FIRE AGENCY will supply Ambulance Support Services to AMR from time to time on an as-needed basis (the "Services"). The Services shall be provided in accordance with any and all applicable laws, regulations, protocols, and terms and conditions of AMR's prime contracts with the County of Ventura, the appropriate standard of care, and any local emergency medical services agency requirements. AMR may request Services with little or no notice for mutual aid. For clarity, FIRE AGENCY may accept or reject a request for Services at its discretion.
4. **Deployment of Services.** Deployment of services shall be in accordance with Exhibit A to this Agreement, except that authorized representatives of each party shall agree upon a plan for deployment and control of FIRE AGENCY Ambulance Support Services resources ("Deployment Plan"), based on response times, location and any other relevant considerations, which may vary from or supplement Exhibit A, and will be memorialized by appropriate amendments to Exhibit A of this agreement. The parties represent that the Fire Chief or his designee is an authorized representative of FIRE AGENCY and the AMR Regional Director is an authorized representative of AMR for purposes of this paragraph. Ambulance Support Services will be provided in accordance with AMR's emergency medical services agreement applicable in the jurisdiction.
5. **Compensation.** AMR shall pay FIRE AGENCY as defined in Exhibit A per each completed ambulance transport, contingent upon proper and timely documentation. At least annually, parties will meet to renegotiate the payment rates in good faith. FIRE AGENCY shall invoice AMR monthly, and AMR shall pay within forty-five (45) days of receipt of a properly prepared invoice, as defined in Exhibit B.

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- 6. Billing for Services.** FIRE AGENCY expressly authorizes AMR to bill for its Services, and AMR shall be solely responsible to bill any third-party payers for ambulance transports or other services, and FIRE AGENCY shall not bill third parties for any Services provided under this agreement. FIRE AGENCY shall permit its vehicles to be listed on AMR third-party enrollment credentials, including, but not limited to, Medicare and Medicaid enrollments. FIRE AGENCY shall provide AMR with all billing documentation necessary for AMR to bill for Services within three (3) business days of providing Services. FIRE AGENCY shall, to the extent practicable, use AMR's electronic patient care record system.
- 7. Licensure, Permits, and Authorizations.** In addition to the authorizations and approvals set forth herein, FIRE AGENCY warrants and represents that it has any and all additional licenses, permits, and authorizations to provide the Services, including any applicable state or local requirements to operate its vehicles as ambulances.
- 8. Ambulance Support Services Personnel.** Assigned personnel shall be subject to AMR's billing protocols. The Ambulance Support Services personnel shall meet the specified AMR personnel requirements or have equivalent experience/credentials as approved by AMR, including background investigation (discussed below), emergency vehicle driver training, compliance training, billing training, employment training, and clinical standards and shall be licensed and certified as required by applicable law to provide Advanced Life Support ("ALS") Services. The parties shall work together to resolve any concerns related to FIRE AGENCY personnel that provide Services, but AMR reserves the right to cease Services in accordance with paragraph 2(b) above for any personnel concerns related to the health, safety, or welfare of any patient.
- 9. Ambulance Support Services Personnel Background Investigation.** FIRE AGENCY warrants and represents that it has performed a background investigation on each Ambulance Support Services member that provides patient care Services. The investigation report includes the following: Social Security Number Verification; Criminal Search (7 years or up to 5 criminal searches); Employment Verification to include reason for separation and eligibility for re-employment for each employer for seven years; OIG/GSA List of Excluded/Debarred and Sanctioned Individuals/Entities; Sex Offender Registry; Department of Motor Vehicle Driving History; State and Local Licensure Verification; and Drug Screen. Upon request and from time to time, FIRE AGENCY shall provide AMR with a continuing certification.
- 10. Confidentiality.** Records concerning the operations and business of a party gained by the other party during the negotiation or performance of this agreement the other party and clearly marked "CONFIDENTIAL" will be held in confidence by the other party and will not be disclosed to any unauthorized person without prior written consent of the other party, except for access required by law, regulation, and third party reimbursement agreements. Before FIRE AGENCY discloses any such records in response to a public records request or subpoena, it will provide AMR reasonable opportunity to object to such disclosure and take actions to prevent disclosure.
- 11. Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor, and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. As independent contractors, each party is free to perform services without control or direction from the other, except that FIRE AGENCY shall provide services only upon request in accordance with this Agreement. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or

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direction of the operations, activities, or medical care rendered by the other. The parties' administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder. FIRE AGENCY shall be solely responsible for the payment of any and all wages and benefits to its personnel.

- 12. Force Majeure.** Neither party shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, pandemic, government order, labor dispute, or other circumstances not reasonably within its control.
- 13. HIPAA.** Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and the regulations thereunder (collectively, "HIPAA"), and any applicable state law relating to privacy and security. The FIRE AGENCY shall reasonably assist AMR in complying with HIPAA, including assisting AMR in providing AMR's notice of privacy practices to Patients prior to non-emergency transports and as soon as reasonably possible after emergency transports and obtaining an acknowledgment of delivery of such notices for non-emergency transports. Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both parties have a direct relationship with the Patient. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
- 14. Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
- 15. Notices.** Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) if mailed within the United States, three days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (3) if by overnight or similar third-party courier service, then upon delivery thereof as confirmed by such service, (4) if by e-mail transmission, upon written confirmation by the intended recipient. All notices shall be sent to the addresses set forth below:

AMR:

Regional Director
American Medical Response
616 Fitch Avenue
Moorpark, CA 93021

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With Mandatory Copy to:

Law Department
American Medical Response, Inc.
6363 S Fiddler's Green Circle, 14th Floor
Greenwood Village, Colorado 80111

FIRE AGENCY:

Fire Chief
Ventura County Fire Protection District
165 Durley Avenue
Camarillo, CA 93010

- 16. Indemnification.** Each party will defend, indemnify and hold the other party harmless from and against all liability, claims, and costs resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement. In the event of any such claim, the party to be indemnified shall provide notice to the other party as soon as reasonably possible.
- 17. Insurance.** Each party represents that it has and will maintain automobile insurance, general liability insurance, and professional liability insurance, all in minimum amounts that are required by the applicable AMR jurisdictional emergency medical services agreement. In addition to Workers' Compensation coverage, Fire Agency shall maintain an Alternate Employer Endorsement for AMR's benefit.
- 18. Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes

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relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its Personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

- 19. Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions, or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

By signing below, each party acknowledges that they have carefully read and fully understand this Agreement. Each party fully agrees to be bound by the terms of this Agreement.

AMR

FIRE AGENCY

By:	By:
Print Name:	Print Name:
Title: Regional Director	Title:

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EXHIBIT A

Compensation/Additional Provisions:

1. **Restocking of Supplies.** AMR shall restock Fire Agency on a one-for-one basis for disposable supplies and non-regulated medications used for treatment by Fire Agency for patients that were transported.
2. **Compensation.** As consideration for the Services provided under this Agreement, AMR shall pay Fire Agency the sum of five hundred dollars (\$500.00) for each ALS or Basic Life Support transport completed. All transports shall include complete patient care documentation ("PCR") by the Fire Agency. Fire Agency shall use best efforts to include all patient demographics, billing and/or insurance information (if any), and hospital face sheet.
3. **Dispatch of Services.** Fire Agency will be dispatched to any priority one emergency ("lights and sirens") call in which an AMR ALS ambulance has an estimated on-scene arrival time of at least 10 minutes, *and* Fire Agency is determined to be the closest ALS ambulance. In instances in which both AMR and Fire Agency ambulances are dispatched to the same response and Fire Agency ambulance is on-scene prior to an AMR ambulance, Fire Agency will not initiate transportation services without first confirming the estimated time of arrival of the AMR ambulance is greater than 10 minutes as determined by Public-Safety Answering Point ("PSAP") Computer Aided Dispatch ("CAD"). Any Fire Agency transport that occurs outside of these guidelines will be reviewed by the Fire Agency, and results shall be reported to AMR within five business days.
4. **Special Events / Standbys.** Fire Agency will make every attempt to replace AMR ambulances on-scene of standby's dispatched by the PSAP when approved by the AMR field supervisor. Examples include but are not limited to Tactical EMS ("TEMS") responses and working structure fires. When assigned as a standby ambulance, Fire Agency may transport from these incidents if required, regardless of AMR ambulance ETA.
5. **HIPAA Training.** AMR will provide Fire Agency with a non-editable Shareable Content Object Reference Model ("SCORM") file of HIPAA training that all ambulance personnel will be required to complete annually. This material is the property of AMR. It is confidential, proprietary, and protected by applicable copyright laws. It is being made available to the County of Ventura Fire Department for its internal use only and may not be distributed to any third party without AMR's prior written consent.

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EXHIBIT B

Patient Billing Documentation Standards

The purpose of this document is to outline the purpose and requirements for appropriate medical and billing documentation.

- I. Reasons For Documentation Accuracy
 - a. Official written record of the event
 - i. Records the incident from beginning to the end.
 - ii. Provides the ability to resource important clinical data for each patient contact.
 - iii. Becomes a permanent document for the patient's medical record.
 - iv. Relies upon you to speak on behalf of the patient when they are unable to.
 - b. Legal written record for the event
 - i. May be used for legal proceedings.
 - ii. Could be the only source of records in a legal case.
 - iii. Supports compliance to treatment and transport protocols.
 - c. Clinical Audit
 - i. Source of data for quality assurance review.
 - ii. Used in education forums for training and employee development.
 - d. Billing Data
 - i. Provides necessary data to support the need for ambulance transport.
 - ii. To comply with federal, state, and local authority guidelines for accurate and complete data.
 - iii. Ensures the payer requirements are met so the patient is not held financially responsible for the transports when it should be covered by insurance.
 - e. Continuation of Care
 - i. Records are used by other healthcare professionals who assume care and treatment of the patient.
 - ii. Accuracy and completeness of the patient care report (PCR) ensures safe transition of continuation of care.
 - f. Education & Training
 - i. Data is used to ensure the effectiveness of internal education and training.
 - ii. Supports clinical opportunities for improvement.
- II. Elements Of Good Documentation
 - a. Words are spelled correctly
 - b. Appropriate terminology and abbreviations
 - c. Includes only the truthful facts
 - d. Is signed and dated according to the signature compliance guidelines
 - e. Provides specific details
 - f. Clarifying – no room for speculation
 - g. Detail of the patient's relevant medical history
 - h. Details of the Paramedic's assessment

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- i. Details of all treatment, methods, quantity, and frequency
- j. Detailed description of “Why” the patient needed transportation
- k. Detailed description of the need for higher level of care
- l. What care wasn’t available at the sending facility
- m. Detail of all demographic information for the patient or guarantor

III. Documentation Requirements for ABH Agreement

- a. In order to satisfy the requirements under this agreement, all patient care records must contain the following information.
 - i. Patient Name
 - ii. Patient Address
 - iii. Patient Telephone Number (preferably cellular number)
 - iv. Patient DOB or Social Security Number
 - v. Chief Complaint – Why was the ambulance called
 - vi. Primary and Secondary Assessment
 - vii. Vital signs (minimum of 2 sets)
 - viii. Treatment Rendered
 - ix. Treatment Response
 - x. Narrative
 - xi. Patient or family member's signature
 - xii. Facility signature
 - xiii. Crew members signatures