EMERGENCY MEDICAL SERVICES AUTHORITY
11120 INTERNATIONAL DRIVE SUITE 200
RANCHO CORDOVA, CA 95670
(916) 322-4336 FAX (916) 324-2875

December 13, 2023

Andrew Holcomb, EMS Director
San Francisco County EMS Agency
333 Valencia Street, Suite 210
San Francsico, CA 94103

Dear Mr. Holcomb,

This letter is in response to San Francisco County Emergency Medical Services (EMS) Agency's 2023 EMS, Trauma, St-Elevation Myocardial Infarction (STEMI), Stroke, and Quality Improvement (QI) plan submissions to the EMS Authority on July 19, 2023.

The EMS Authority has reviewed the EMS Plan based on compliance with statutes, regulations, and case law. It has been determined that the plan meets all EMS system components identified in Health and Safety Code (HSC) § 1797.103 and is approved for implementation pursuant to HSC § 1797.105(b). Based on the transportation documentation provided, please find enclosed the ground exclusive operating area status, compiled by the EMS Authority.

The EMS Authority has also reviewed the Trauma, STEMI, Stroke, and QI plans based on compliance with Chapters 7, 7.1, 7.2, and 12 of the California Code of Regulations, Title 22, Division 9, and has been approved for implementation.

Per HSC § 1797.254, EMS Plans must be submitted to the EMS Authority annually. San Francisco EMS Agency will only be considered current if an EMS Plan is submitted each year.

Your 2024 EMS Plan will be due on or before December 13, 2024. Concurrently with the EMS Plan, please submit an annual Trauma, STEMI, Stroke, and QI plan.

If you have any questions regarding the EMS Plan review, please contact Mr. Mark Olivas, Interim EMS Plans Coordinator, at (916) 204-7885 or mark.olivas@emsa.ca.gov.

Sincerely,

Tom McGinnis

Tom McGinnis
Chief, EMS Systems Division

Enclosure:
AW: rd

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(916) 322-4336 FAX (916) 324-2875

San Francisco 2023 EMS Plan Ground Exclusive Operating Area	Non-Exclusive	Exclusive	Method to Achieve Exclusivity	Emergency Ambulance	ALS	LALS	All Emergency Ambulance Services	9-1-1 Emergency Response	7-digit Emergency Response	ALS Ambulance	All CCT Ambulance Services	BLS Non-Emergency	Standby Service with Transport Authorization
ZONE	**EXCLUSIVITY**			**TYPE**			**LEVEL**						
City and County of San Francisco		X		X				X					

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF EMERGENCY MANAGEMENT

SAN FRANCISCO EMS AGENCY

2023 EMS PLAN
ANNUAL UPDATE

San Francisco EMS Agency
333 Valencia St. Ste 210
San Francisco, CA 94103
(628) 217-6000

SF.GOV/EMSA

Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St., Suite 210, San Francisco, CA 94103
Phone: (628) 217-6000 Fax: (628) 217-6001

London Breed
Mayor

Mary Ellen Carroll
Executive Director

Date: July 17, 2023

To: Elizabeth Basnett, Acting Director, EMS Authority
Hernando Garzon, MD, Acting Medical Director, EMS Authority
Tom McGinnis, Chief, EMS Division, EMS Authority

From: Andrew Holcomb, EMS Director

Re: 2023 EMS Plan Annual Update – Executive Summary

The San Francisco EMS Agency (SFEMSA) is hereby submitting and attaching its annual EMS Plan pursuant to California Health and Safety Code §§ 1797.103 and 1797.254, which includes Quality Improvement plan under Title 22, California Code of Regulations § 100404.

San Francisco's 2023 EMS Plan contains clinical and operational data from previous calendar year (2022) with the exception of some select reporting being from the previous fiscal year (FY23 – July 1, 2022 – June 30, 2023). The fiscal year reporting is clearly notated within the plan.

SFEMSA remains dedicated to our mission of oversight through directing, planning, monitoring, and evaluating the EMS system as a Local EMS Agency. Focusing on continuous improvement, open communication, and pursuit of innovation, we are excited at the opportunity to reflect on our achievements, describe our challenges, and look forward to the future as an EMS system.

For 2023, SFEMSA and partners are focused on three main goals:

1) Ambulance availability to improve response intervals.
2) Improvement in ambulance offload times and diversion usage.
3) Ensure compliance with Community Paramedicine and Triage to Alternate Destination statute and regulations as a result of AB1544.

Since our last EMS Plan, SFEMSA focused internally on hiring vacant positions to build out our Operation and Quality Improvement Divisions and is expected to have almost all positions filled in Summer 2023. Imminently, SFEMSA plans to submit three EMS Specialty Plans to the EMS Authority for review including STEMI, Stroke, and Community Paramedicine/Triage to Alternate Destination through separate submissions. Much of the work to support these plans took place in the latter part of 2022 and into 2023, which included execution of new Memorandums of Understanding with almost all of San Francisco's ten Receiving Facilities.

SFEMSA has been prioritizing data system integration, sharing, and dashboards to show relevant, timely, and informative EMS system metrics to drive performance. Additional enhancements are expected over the next planning period. SFEMSA continues to focus on diversity, equity, and inclusion through staff training, education to groups with health disparities, internship programs, and participation in opportunities to encourage youth seeking careers in EMS. Events have included hands-only CPR education, stroke awareness, social media campaigns, training, and career events.

Operationally, the 1-year 911 BLS Pilot Program commenced in November 2022 and SFEMSA plans to report on the findings in our 2024 submission. SFEMSA responded to a number of planned and nonplanned events including a rather impactful 2022-2023 winter storm series. Work continues in disaster response and exercise planning.

Externally, continued focus on minimizing patient offload delays and ambulance diversion resulted in data sharing, policy changes, and most importantly, embracing a culture of collaboration and openness between SFEMSA, EMS Providers, and Hospitals to address this ongoing issue. The San Francisco Controller's Office conducted a widespread and far-reaching review of ambulance offload and diversion of which SFEMSA participated. SFEMSA anticipates this report to be released in the coming months and plan to include as part of our 2024 submission as well as share with other jurisdictions for ideas and best practices.

You will find our goals, timelines, and a small showcase of projects over the past year as well as projects for our upcoming planning period. For any questions, concerns, or requests for additional information regarding our submission, please do not hesitate to contact me directly.

Andrew Holcomb
EMS Director, EMS Agency
andrew.holcomb@sfgov.org
628-217-6014

Cc: Dr. John Brown, EMS Agency Medical Director
Rob Smuts, DEM Deputy Director
Mary Ellen Carroll, DEM Executive Director
Christina Fletes-Romo, Deputy City Attorney

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SECTION I - Forms

TABLE 1: MINIMUM STANDARDS/RECOMMENDED GUIDELINES

A. SYSTEM ORGANIZATION AND MANAGEMENT

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Agency Administration:					
1.01 LEMSA Structure		x			
1.02 LEMSA Mission		x			
1.03 Public Input		x			
1.04 Medical Director		x	x		
Planning Activities:					
1.05 System Plan		x			
1.06 Annual Plan Update		x			
1.07 Trauma Planning		x	x		
1.08 ALS Planning		x			
1.09 Inventory of Resources		x			
1.10 Special Populations		x	x		
1.11 System Participants		x		x	
Regulatory Activities:					
1.12 Review & Monitoring		x			
1.13 Coordination		x			
1.14 Policy & Procedures Manual		x			
1.15 Compliance w/Policies		x			
System Finances:					
1.16 Funding Mechanism		x			
Medical Direction:					
1.17 Medical Direction		x			
1.18 QA/QI		x	x		
1.19 Policies, Procedures, Protocols		x	x		

TABLE 1: MINIMUM STANDARDS/RECOMMENDED GUIDELINES

A. SYSTEM ORGANIZATION AND MANAGEMENT (continued)

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
1.20 DNR Policy		x			
1.21 Determination of Death		x			
1.22 Reporting of Abuse		x			
1.23 Interfacility Transfer		x			
Enhanced Level: Advanced Life Support					
1.24 ALS Systems		x	x		
1.25 On-Line Medical Direction		x	x		
Enhanced Level: Trauma Care System:					
1.26 Trauma System Plan		x			
Enhanced Level: Pediatric Emergency Medical and Critical Care System:					
1.27 Pediatric System Plan		x			
Enhanced Level: Exclusive Operating Areas:					
1.28 EOA Plan		x			

TABLE 1: MINIMUM STANDARDS/RECOMMENDED GUIDELINES

B. STAFFING/TRAINING

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Local EMS Agency:					
2.01 Assessment of Needs		x			
2.02 Approval of Training		x			
2.03 Personnel		x			
Dispatchers:					
2.04 Dispatch Training		x			
First Responders (non-transporting):					
2.05 First Responder Training		x	x		
2.06 Response		x			
2.07 Medical Control		x			
Transporting Personnel:					
2.08 EMT-I Training		x	x		
Hospital:					
2.09 CPR Training		x			
2.10 Advanced Life Support		x			
Enhanced Level: Advanced Life Support:					
2.11 Accreditation Process		x			
2.12 Early Defibrillation		x			
2.13 Base Hospital Personnel		x			

TABLE 1: MINIMUM STANDARDS/RECOMMENDED GUIDELINES

C. COMMUNICATIONS

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Communications Equipment:						
3.01	Communication Plan		x	x		
3.02	Radios		x	x		
3.03	Interfacility Transfer		x			
3.04	Dispatch Center		x			
3.05	Hospitals		x	x		
3.06	MCI/Disasters		x			
Public Access:						
3.07	9-1-1 Planning/ Coordination		x	x		
3.08	9-1-1 Public Education		x			
Resource Management:						
3.09	Dispatch Triage		x	x		
3.10	Integrated Dispatch		x	x		

TABLE 1: MINIMUM STANDARDS/RECOMMENDED GUIDELINES

D. RESPONSE/TRANSPORTATION

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
4.01 Service Area Boundaries		x	x		
4.02 Monitoring		x	x		
4.03 Classifying Medical Requests		x			
4.04 Prescheduled Responses		x			
4.05 Response Time		x			
4.06 Staffing		x			
4.07 First Responder Agencies		x			
4.08 Medical & Rescue Aircraft		x			
4.09 Air Dispatch Center		x			
4.10 Aircraft Availability		x			
4.11 Specialty Vehicles		x	x		
4.12 Disaster Response		x			
4.13 Intercounty Response		x	x		
4.14 Incident Command System		x			
4.15 MCI Plans		x			
Enhanced Level: Advanced Life Support:					
4.16 ALS Staffing		x	x		
4.17 ALS Equipment		x			
Enhanced Level: Ambulance Regulation:					
4.18 Compliance		x			
Enhanced Level: Exclusive Operating Permits:					
4.19 Transportation Plan		x			
4.20 “Grandfathering”		x			
4.21 Compliance		x			
4.22 Evaluation		x			

TABLE 1: MINIMUM STANDARDS/RECOMMENDED GUIDELINES

E. FACILITIES/CRITICAL CARE

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
5.01 Assessment of Capabilities		x		x	
5.02 Triage & Transfer Protocols		x			
5.03 Transfer Guidelines		x			
5.04 Specialty Care Facilities		x			
5.05 Mass Casualty Management		x	x		
5.06 Hospital Evacuation		x			
Enhanced Level: Advanced Life Support:					
5.07 Base Hospital Designation*		x			
Enhanced Level: Trauma Care System:					
5.08 Trauma System Design		x			
5.09 Public Input		x			
Enhanced Level: Pediatric Emergency Medical and Critical Care System:					
5.10 Pediatric System Design		x			
5.11 Emergency Departments		x	x		
5.12 Public Input		x			
Enhanced Level: Other Specialty Care Systems:					
5.13 Specialty System Design		x			
5.14 Public Input		x			

TABLE 1: MINIMUM STANDARDS/RECOMMENDED GUIDELINES

F. DATA COLLECTION/SYSTEM EVALUATION

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
6.01 QA/QI Program		x	x		
6.02 Prehospital Records		x			
6.03 Prehospital Care Audits		x		x	
6.04 Medical Dispatch		x			
6.05 Data Management System		x		x	
6.06 System Design Evaluation		x		x	
6.07 Provider Participation		x			
6.08 Reporting		x			
Enhanced Level: Advanced Life Support:					
6.09 ALS Audit		x			
Enhanced Level: Trauma Care System:					
6.10 Trauma System Evaluation		x			
6.11 Trauma Center Data		x			

TABLE 1: MINIMUM STANDARDS/RECOMMENDED GUIDELINES

G. PUBLIC INFORMATION AND EDUCATION

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:						
7.01	Public Information Materials		x	x		
7.02	Injury Control		x			
7.03	Disaster Preparedness		x	x		
7.04	First Aid & CPR Training		x			

TABLE 1: MINIMUM STANDARDS/RECOMMENDED GUIDELINES

H. DISASTER MEDICAL RESPONSE

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
8.01 Disaster Medical Planning		x			
8.02 Response Plans		x			
8.03 HazMat Training		x			
8.04 Incident Command System		x	x		
8.05 Distribution of Casualties		x	x		
8.06 Needs Assessment		x	x		
8.07 Disaster Communications		x			
8.08 Inventory of Resources		x			
8.09 DMAT Teams		x			
8.10 Mutual Aid Agreements		x			
8.11 CCP Designation		x			
8.12 Establishment of CCPs		x			
8.13 Disaster Medical Training		x			
8.14 Hospital Plans		x	x		
8.15 Interhospital Communications		x			
8.16 Prehospital Agency Plans		x	x		
Enhanced Level: Advanced Life Support:					
8.17 ALS Policies		x			
Enhanced Level: Specialty Care Systems:					
8.18 Specialty Center Roles		x		x	
Enhanced Level: Exclusive Operating Areas/Ambulance Regulations:					
8.19 Waiving Exclusivity		x			

TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT

Reporting Year: _____**2022**_____

NOTE: Number (1) below is to be completed for each county. The balance of Table 2 refers to each agency.

1. Percentage of population served by each level of care by county:
(Identify for the maximum level of service offered; the total of a, b, and c should equal 100%.)

County: ____**City and County of San Francisco**_____

A.	Basic Life Support (BLS)	____**0**_____%
B.	Limited Advanced Life Support (LALS)	____**0**_____%
C.	Advanced Life Support (ALS)	____**100**___%

2. Type of agency
   a) Public Health Department
   b) County Health Services Agency
   c) **Other (non-health) County Department (Department of Emergency Management)**
   d) Joint Powers Agency
   e) Private Non-Profit Entity
   f) Other: _____

3. The person responsible for day-to-day activities of the EMS agency reports to
   a) Public Health Officer
   b) Health Services Agency Director/Administrator
   c) Board of Directors
   d) Other: ___**Executive Director, Department of Emergency Management**_____

4. Indicate the non-required functions which are performed by the agency:

Implementation of exclusive operating areas (ambulance franchising)	____**Yes**_____
Designation of trauma centers/trauma care system planning	____**Yes**_____
Designation/approval of pediatric facilities	____**Yes**_____
Designation of other critical care centers	__**Yes - Burn**_
Development of transfer agreements	____**Yes**_____
Enforcement of local ambulance ordinance	____**Yes**_____
Enforcement of ambulance service contracts	____**No**_____
Operation of ambulance service	____**No**_____
Continuing education	____**Yes**_____
Personnel training	____**Yes**_____
Operation of oversight of EMS dispatch center	____**Yes**_____
Non-medical disaster planning	____**Yes**_____
Administration of critical incident stress debriefing team (CISD)	____**No**_____

TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.)

Administration of disaster medical assistance team (DMAT)	**No**
Administration of EMS Fund [Senate Bill (SB) 12/612]	**No**_____
Other: _____	_____
Other: _____	_____
Other: _____	_____

5. EXPENSES – ***FY22-23 Budget***

Salaries and benefits (All but contract personnel)	**$ 2,311,186_**
Contract Services (e.g. medical director)	**$72,896__**
Operations (e.g. copying, postage, facilities)	**$13,500___**
Travel	_____
Fixed assets	**$274,839_**
Indirect expenses (overhead)	_____
Ambulance subsidy	_____
EMS Fund payments to physicians/hospital	_____
Dispatch center operations (non-staff)	_____
Training program operations	_____
Other: **Contracts (Prof Services)**_____	**$295,765_**
Other: **Membership Fees**_____	**$640_____**
Other: _____	_____
TOTAL EXPENSES	**$ 2,968,826_**

6. SOURCES OF REVENUE

Special project grant(s) [from EMSA]	$ _____
Preventive Health and Health Services (PHHS) Block Grant	_____
Office of Traffic Safety (OTS)	_____
State general fund	_____
County general fund	**$2,106,979***
Estimate, CCSF requires balanced budget, EMSA balanced for FY22-23	
Other local tax funds (e.g., EMS district)	_____
County contracts (e.g. multi-county agencies)	_____
Certification fees	**$106,847__**
Training program approval fees	_____
Training program tuition/Average daily attendance funds (ADA)	_____
Job Training Partnership ACT (JTPA) funds/other payments	_____

Base hospital application fees	_____

TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.)

Trauma center application fees	_____
Trauma center designation fees	_____
Pediatric facility approval fees	_____
Pediatric facility designation fees	_____
Other critical care center application fees	**$195,230**__
Type: **Receiving Hospital**_____	
Other critical care center designation fees	**$119,305**__
Type: **STEMI Center**_____	
Other critical care center designation fees	**$167,027**__
Type: **Stroke Center**_____	
Ambulance service/vehicle fees	**$341,458**__
Contributions	_____
EMS Fund (SB 12/612)	_____
Other grants: _____	_____
Other fees: _____	_____
Other (specify): _____	_____
TOTAL REVENUE	$ **$3,036,846***

Non-General Fund Revenue $929,876

TOTAL REVENUE SHOULD EQUAL TOTAL EXPENSES.
IF THEY DON'T, PLEASE EXPLAIN.

TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.)

7. <u>Fee structure</u> ****Fiscal Year 22-23****

_____ We do not charge any fees

__**x**___ Our fee structure is:

First responder certification	$ ____**No**_____
EMS dispatcher certification	____**No**_____
EMT-I certification	____**$183**____
EMT-I recertification	____**$135**____
EMT-defibrillation certification	____**No**_____
EMT-defibrillation recertification	____**No**_____
AEMT certification	____**No**_____
AEMT recertification	____**No**_____
EMT-P accreditation	____**$40**_____
Mobile Intensive Care Nurse/Authorized Registered Nurse certification	____**No**_____
MICN/ARN recertification	____**No**_____
EMT-I training program approval	____**$1,517**__
AEMT training program approval	____**No**_____
EMT-P training program approval	____**$2,272**__
MICN/ARN training program approval	____**No**_____
Base hospital application	____**No**_____
Base hospital designation	____**No**_____
Trauma center application	____**No**_____
Trauma center designation	____**No**_____
Pediatric facility approval	____**No**_____
Pediatric facility designation	____**No**_____
Other critical care center application Type: **Receiving Hospital**_____	____**$19,523**_
Other critical care center designation Type: **STEMI Center**_____	____**$23,861**_
Other critical care center designation Type: **Stroke Center**_____	____**$23,861**_
Ambulance service license	____**$12,800**_
Ambulance vehicle permits	____**$2,048**__
Other: **Annual Ambulance Renewal**_____	____**$6,400**__
Other: **Initial CE Program**_____	____**$762**____
Other: **Renewal CE Program**_____	____**$461**____
Other: **Renewal EMT-P Program**_____	____**$1,139**__

Other: **Renewal EMT Program**_____ ____**$832**____

TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.)

CATEGORY	ACTUAL TITLE	FTE POSITIONS (EMS ONLY)	TOP SALARY BY HOURLY EQUIVALENT	TOTAL W/ BENEFITS	COMMENTS
EMS Director	0933 Manager V	1.0	$209,118	$277,406	Andrew Holcomb
EMS Agency Medical Director	~~0943 Manager VIII~~ 2233 Supervising Physician Specialist	1.0	n/a	n/a	Dr. John Brown – Funded via DPH
EMS Deputy Director (Operations)	0923 Manager II	1.0	$167,492	$228,486	Kayleigh Hillcoat
EMS Deputy Director (QI)	0931 Manager III	1.0	$180,622	$243,892	Elaina Gunn
EMS Specialist (Operations)	2533 EMS Specialist	1.0	$148,564	$200,143	~~Ryan Seymour~~ (Vacant June 2023)
EMS Specialist (QI)	2533 EMS Specialist	1.0	$148,564	$200,143	Vacant
~~EMS Specialist (Communications)~~	~~8239 Public Safety Comm. Sup.~~	~~1.0~~	~~n/a~~	~~n/a~~	(Temp. Funding Ended – Kayleigh promoted to D/Dir)
EMS Specialist (Training)	2533 EMS Specialist	1.0	$148,564	$200,143	Ron Pike
EMS Specialist (Special Projects/QI)	2533 EMS Specialist	1.0	$148,564	$200,143	Leo Ishoda
EMS Specialist (Specialty Care)	2533 EMS Specialist	1.0	$148,564	$200,143	Vacant – new position for FY23
~~Nurse~~	~~2320 Registered Nurse~~	~~1.0~~	~~$199,394~~	~~$259,477~~	~~Elaina Gunn~~ (Elaina promoted to D/Dir)
Info and Guidance	2593 Health Program Coordinator III	1.0	$143,962	$194,893	Erin Bachus
Epidemiologist	2803 Epidemiologist II	0.5	n/a	n/a	Vacant – new position for FY23 (workorder)
Certification Specialist	8601 Emer. Services Coordinator I	1.0	$97,006	$137,413	Vacant (New Employee starts July 2023)
Admin/Certification Specialist	1446 Secretary II	1.0	$89,700	$127,908	Camilla Arcia
EMS Disaster Medicine Fellow	n/a	*contract	n/a	n/a	Funded via $100,000 contract with UCSF

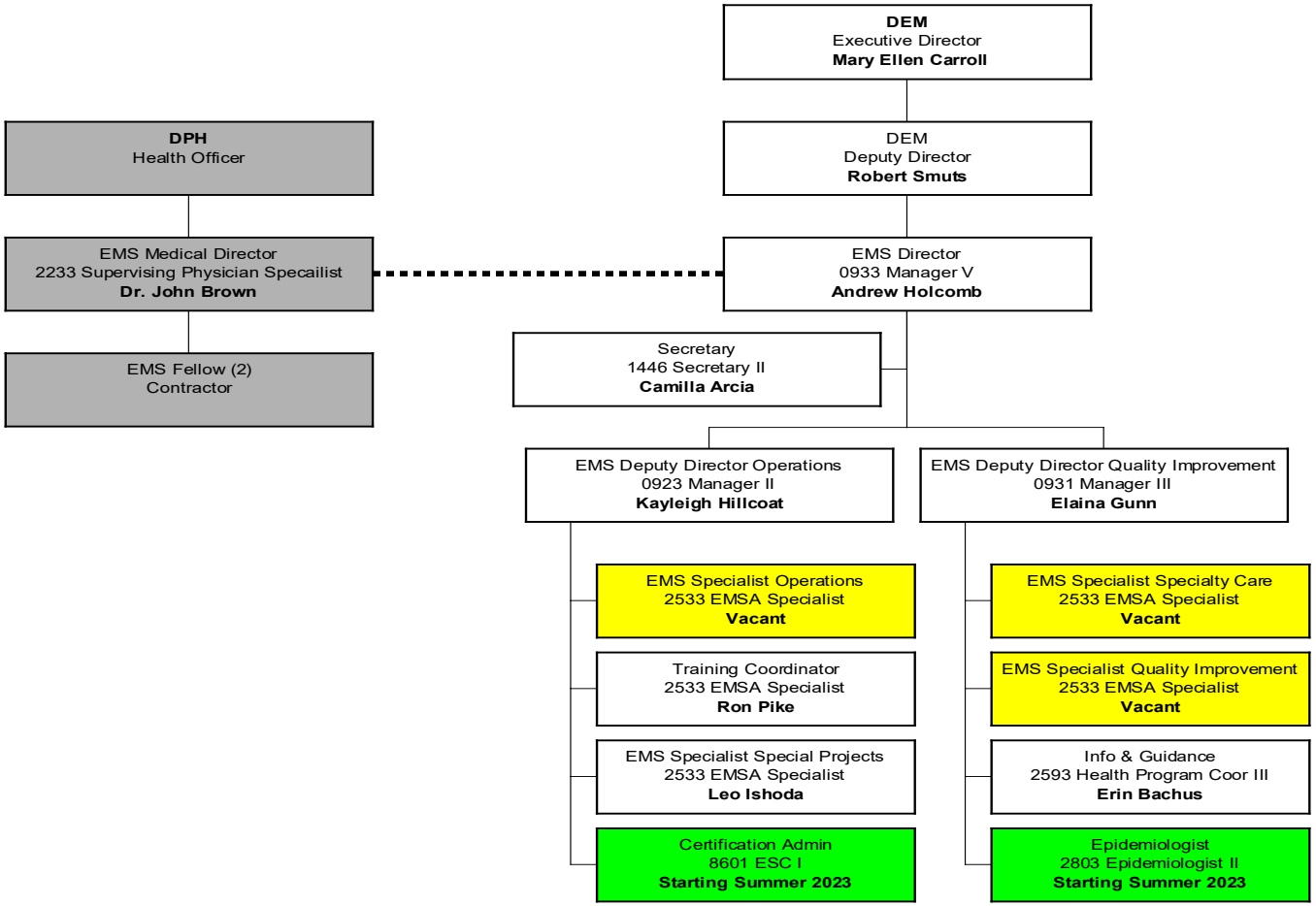

DEM
Executive Director
Mary Ellen Carroll
DPH
Health Officer
DEM
Deputy Director
Robert Smuts
EMS Medical Director
2233 Supervising Physician Specailist
Dr. John Brown
EMS Director
0933 Manager V
Andrew Holcomb
EMS Fellow (2)
Contractor
Secretary
1446 Secretary II
Camilla Arcia
EMS Deputy Director Operations
0923 Manager II
Kayleigh Hillcoat
EMS Deputy Director Quality Improvement
0931 Manager III
Elaina Gunn
EMS Specialist Operations
2533 EMSA Specialist
Vacant
EMS Specialist Specialty Care
2533 EMSA Specialist
Vacant
Training Coordinator
2533 EMSA Specialist
Ron Pike
EMS Specialist Quality Improvement
2533 EMSA Specialist
Vacant
EMS Specialist Special Projects
2533 EMSA Specialist
Leo Ishoda
Info & Guidance
2593 Health Program Coor III
Erin Bachus
Certification Admin
8601 ESC I
Starting Summer 2023
Epidemiologist
2803 Epidemiologist II
Starting Summer 2023

TABLE 3: STAFFING/TRAINING

Reporting Year: __**FY22-23**_____

NOTE: Table 3 is to be reported by agency.

	EMT - Is	EMT - IIs	EMT - Ps	MICN
Total Certified	**2165**		587	
Number newly certified this year	**183**		23	
Number recertified this year	**672**			
Total number of accredited personnel on July 1 of the reporting year			515	
Number of certification reviews resulting in:				
a) formal investigations	**11**			
b) probation	**3**			
c) suspensions	**0**			
d) revocations	**0**			
e) denials	**0**			
f) denials of renewal	**0**			
g) no action taken	**8**			

1. Early defibrillation:
   a) Number of EMT-I (defib) authorized to use AEDs ____**2165**____
   b) Number of public safety (defib) certified (non-EMT-I) ____**0**____

2. Do you have an EMR training program ☐ yes **x** no

TABLE 4: COMMUNICATIONS

Note: Table 4 is to be answered for each county.

County: **San Francisco**_____

Reporting Year: **_2022**_____

1.	Number of primary Public Service Answering Points (PSAP)	**4***
2.	Number of secondary PSAPs	**1 (3-1-1)**
3.	Number of dispatch centers directly dispatching ambulances	**6**
4.	Number of EMS dispatch agencies utilizing EMD guidelines	**6**
5.	Number of designated dispatch centers for EMS Aircraft	**None**
6.	Who is your primary dispatch agency for day-to-day emergencies? **Department of Emergency Management – Division of Emergency Communications (DEC)**	
7.	Who is your primary dispatch agency for a disaster? **Department of Emergency Management – Division of Emergency Communication (DEC)**	
8.	Do you have an operational area disaster communication system?	**x** Yes ☐ No
	a. Radio primary frequency _____	
	b. Other methods _____	
	c. Can all medical response units communicate on the same disaster communications system?	**x** Yes ☐ No
	d. Do you participate in the Operational Area Satellite Information System	**x** Yes ☐ No
	e. Do you have a plan to utilize the Radio Amateur Civil Emergency Services	**x** Yes ☐ No
	1) Within the operational area?	**x** Yes ☐ No
	2) Between operation area and the region and/or state?	**x** Yes ☐ No

***DEM CCSF, National Park Service (US Park Police), SF State University, UCSF**

TABLE 5: RESPONSE/TRANSPORTATION

Reporting Year: **2022**_____

Note: Table 5 is to be reported by agency.

Early Defibrillation Providers

1. Number of EMT-Defibrillation providers **0**_____

SYSTEM STANDARD RESPONSE TIMES (90TH PERCENTILE)

Enter the response times in the appropriate boxes:

	METRO/URBAN	SUBURBAN/ RURAL	WILDERNESS	SYSTEMWIDE
BLS and CPR capable first responder (SF standard 4 min, 30 sec 90th%)	**00:07:06**	**n/a**	**n/a**	**00:07:06**
Early defibrillation responder (SF standard 4 min, 30 sec 90th%)	**00:07:06**	**n/a**	**n/a**	**00:07:06**
Advanced life support responder (SF standard 7 min 90th%)	**00:07:10**	**n/a**	**n/a**	**00:07:10**
Transport Ambulance (Code 3 SF standard 10 min 90th%) (Code 2 SF standard 20 min 90th%)	**00:11:52** **00:21:22**	**n/a**	**n/a**	**00:11:52** **00:21:22**

Public Facing Dashboard http://sfemergencymedicalresponse.weebly.com/

TABLE 6: SYSTEM RESOURCES AND OPERATIONS
Facilities/Critical Care

Reporting Year: **2022**

NOTE: Table 6 is to be reported by agency.

Trauma

Trauma patients:	
1. Number of patients meeting trauma triage criteria	**2,543**
2. Number of major trauma victims transported directly to a trauma center by ambulance	**2,365**
3. Number of major trauma patients transferred to a trauma center	**200**
4. Number of patients meeting triage criteria who were not treated at a trauma center	**N/A**

Emergency Departments

Total number of emergency departments	**11**
1. Number of referral emergency services	**none**
2. Number of standby emergency services	**1**
3. Number of basic emergency services	**9**
4. Number of comprehensive emergency services	**1**

Receiving Hospitals

1. Number of receiving hospitals with written agreements	**8**
2. Number of base hospitals with written agreements	**1**

TABLE 7: DISASTER MEDICAL

Reporting Year: **2022**_____

County: **San Francisco**_____

NOTE: Table 7 is to be answered for each county.

SYSTEM RESOURCES

1. Casualty Collections Points (CCP)
   a. Where are your CCPs located? **Policy 4020 EMS Aircraft Utilization/MCI Plan**_____
   b. How are they staffed? **EMS/SFFD/SFPD Personnel**_____
   c. Do you have a supply system for supporting them for 72 hours? **x** Yes ☐ No

2. CISD
   Do you have a CISD provider with 24 hour capability? **x** Yes ☐ No

3. Medical Response Team
   a. Do you have any team medical response capability? ☐ Yes **x** No
   b. For each team, are they incorporated into your local response plan? ☐ Yes **x** No
   c. Are they available for statewide response? ☐ Yes **x** No
   d. Are they part of a formal out-of-state response system? ☐ Yes **x** No

4. Hazardous Materials
   a. Do you have any HazMat trained medical response teams? **x** Yes ☐ No
   b. At what HazMat level are they trained? **Awareness**_____
   c. Do you have the ability to do decontamination in an emergency room? **x** Yes ☐ No
   d. Do you have the ability to do decontamination in the field? **x** Yes ☐ No

OPERATIONS

1. Are you using a Standardized Emergency Management System (SEMS) that incorporates a form of Incident Command System (ICS) structure? **x** Yes ☐ No

2. What is the maximum number of local jurisdiction EOCs you will need to interact with in a disaster? ____**1**_____

3. Have you tested your MCI Plan this year in a:
   a. real event? **x** Yes ☐ No
   b. exercise? **x** Yes ☐ No

TABLE 7: DISASTER MEDICAL (cont.)

4. List all counties with which you have a written medical mutual aid agreement:
   none_____

5. Do you have formal agreements with hospitals in your operational area to participate in disaster planning and response? **x*** Yes ☐ No

   ***For hospitals with a current agreement (8/10)**

6. Do you have a formal agreements with community clinics in your operational areas to participate in disaster planning and response? ☐ Yes **x** No

7. Are you part of a multi-county EMS system for disaster response? ☐ Yes **x** No

8. Are you a separate department or agency? ☐ Yes **x** No

9. If not, to whom do you report? **Department of Emergency Management**_____

8. If your agency is not in the Health Department, do you have a plan to coordinate public health and environmental health issues with the Health Department? **x** Yes ☐ No

TABLE 8: Response/Transportation/Providers

Note: *Table 8 is to be completed for each provider by county.* Make copies as needed.

County: San Francisco **Provider:** San Francisco Fire Department **Response Zone:** City and County of SF

Address: 2241 Jerrold Avenue (Station 49)
San Francisco, CA 94124

Number of Ambulance Vehicles in Fleet: 56

Phone Number: 415-558-3200

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 40

Written Contract:	Medical Director:	System Available 24 Hours:	Level of Service:	
x Yes ❒ No	x Yes ❒ No	x Yes ❒ No	x Transport x ALS x 9-1-1 x Ground x Non-Transport ❑ BLS ❑ 7-Digit ❑ Air ❑ CCT x Water x IFT	
Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
x Public ❒ Private	x Fire ❒ Law ❒ Other Explain: _____	x City x County ❒ State ❒ Fire District ❒ Federal	❒ Rotary ❒ Fixed Wing	❒ Auxiliary Rescue ❒ Air Ambulance ❒ ALS Rescue ❒ BLS Rescue

Transporting Agencies

107,436	Total number of responses	**77,654**	Total number of transports
55,712	Number of emergency responses	**6,503**	Number of emergency transports
71,724	Number of non-emergency responses	**71,151**	Number of non-emergency transports

Air Ambulance Services

n/a	Total number of responses	**n/a**	Total number of transports
n/a	Number of emergency responses	**n/a**	Number of emergency transports
n/a	Number of non-emergency responses	**n/a**	Number of non-emergency transports

TABLE 8: Response/Transportation/Providers

Note: *Table 8 is to be completed for each provider by county.* Make copies as needed.

County: San Francisco **Provider:** AMR – San Francisco **Response Zone:** City and County of SF

Address: 1300 Illinois St
San Francisco, CA 94107

Number of Ambulance Vehicles in Fleet: 44

Phone Number: 415-922-9400

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 10

Written Contract:	Medical Director:	System Available 24 Hours:	Level of Service:	
x Yes ❒ No	x Yes ❒ No	x Yes ❒ No	x Transport x ALS x 9-1-1 x Ground x Non-Transport x BLS x 7-Digit ❑ Air x CCT ❑ Water x IFT	
Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
❒ Public x Private	❒ Fire ❒ Law ❒ Other Explain: _____	❒ City ❒ County ❒ State ❒ Fire District ❒ Federal	❒ Rotary ❒ Fixed Wing	❒ Auxiliary Rescue ❒ Air Ambulance ❒ ALS Rescue ❒ BLS Rescue

Transporting Agencies

8,327	Total number of responses	**7,999**	Total number of transports
6,673	Number of emergency responses	**6,398**	Number of emergency transports
1,654	Number of non-emergency responses	**1,601**	Number of non-emergency transports

Air Ambulance Services

n/a	Total number of responses	**n/a**	Total number of transports
n/a	Number of emergency responses	**n/a**	Number of emergency transports
n/a	Number of non-emergency responses	**n/a**	Number of non-emergency transports

TABLE 8: Response/Transportation/Providers

Note: *Table 8 is to be completed for each provider by county.* Make copies as needed.

County: San Francisco **Provider:** King American **Response Zone:** City and County SF

Address: 2570 Bush St
San Francisco, CA 94115

Phone Number: 415-931-1400

Number of Ambulance Vehicles in Fleet: 11

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 6

Written Contract:	Medical Director:	System Available 24 Hours:	Level of Service:	
x Yes ❒ No	x Yes ❒ No	x Yes ❒ No	x Transport x Non-Transport	x ALS x 9-1-1 x Ground x BLS x 7-Digit ❑ Air ❑ CCT ❑ Water x IFT
Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
❒ Public x Private	❒ Fire ❒ Law ❒ Other Explain: _____	❒ City ❒ County ❒ State ❒ Fire District ❒ Federal	❒ Rotary ❒ Fixed Wing	❒ Auxiliary Rescue ❒ Air Ambulance ❒ ALS Rescue ❒ BLS Rescue

Transporting Agencies

19,240	Total number of responses	**13,806**	Total number of transports
9,335	Number of emergency responses	**1,673**	Number of emergency transports
9,905	Number of non-emergency responses	**12,133**	Number of non-emergency transports

Air Ambulance Services

n/a	Total number of responses	**n/a**	Total number of transports
n/a	Number of emergency responses	**n/a**	Number of emergency transports
n/a	Number of non-emergency responses	**n/a**	Number of non-emergency transports

TABLE 8: Response/Transportation/Providers

Note: *Table 8 is to be completed for each provider by county.* Make copies as needed.

County: San Francisco **Provider:** Norcal Ambulance **Response Zone:** City and County of SF

Address: 6761 Sierra Count, Suite G
Dublin, CA 94568

Number of Ambulance Vehicles in Fleet: 5

Phone Number: 866-755-3400

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 5

Written Contract:	Medical Director:	System Available 24 Hours:	Level of Service:	
x Yes ❒ No	x Yes ❒ No	x Yes ❒ No	x Transport x Non-Transport	❑ ALS x BLS
			❑ 9-1-1 x 7-Digit x CCT x IFT	x Ground ❑ Air ❑ Water

Ownership:	If Public:	If Public:	If Air:	Air Classification:
❒ Public x Private	❒ Fire ❒ Law ❒ Other Explain: _____	❒ City ❒ County ❒ State ❒ Fire District ❒ Federal	❒ Rotary ❒ Fixed Wing	❒ Auxiliary Rescue ❒ Air Ambulance ❒ ALS Rescue ❒ BLS Rescue

Transporting Agencies

2,413	Total number of responses	**1,259**	Total number of transports
372	Number of emergency responses	**219**	Number of emergency transports
2,041	Number of non-emergency responses	**1,040**	Number of non-emergency transports

Air Ambulance Services

n/a	Total number of responses	**n/a**	Total number of transports
n/a	Number of emergency responses	**n/a**	Number of emergency transports
n/a	Number of non-emergency responses	**n/a**	Number of non-emergency transports

TABLE 8: Response/Transportation/Providers

Note: *Table 8 is to be completed for each provider by county.* Make copies as needed.

County: San Francisco **Provider:** ProTransport-1 **Response Zone:** City and County of SF

Address: PO Box 7260
Cotati, CA 94931

Number of Ambulance Vehicles in Fleet: 24

Phone Number: 707-665-4280

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 8

Written Contract:	Medical Director:	System Available 24 Hours:	Level of Service:	
x Yes ❒ No	x Yes ❒ No	x Yes ❒ No	x Transport x Non-Transport	x ALS ❑ 9-1-1 x Ground x BLS x 7-Digit ❑ Air x CCT ❑ Water x IFT

Ownership:	If Public:	If Public:	If Air:	Air Classification:
❒ Public x Private	❒ Fire ❒ Law ❒ Other Explain: _____	❒ City ❒ County ❒ State ❒ Fire District ❒ Federal	❒ Rotary ❒ Fixed Wing	❒ Auxiliary Rescue ❒ Air Ambulance ❒ ALS Rescue ❒ BLS Rescue

Transporting Agencies

3,825	Total number of responses	3,003	Total number of transports
0	Number of emergency responses	0	Number of emergency transports
3,825	Number of non-emergency responses	3,003	Number of non-emergency transports

Air Ambulance Services

n/a	Total number of responses	n/a	Total number of transports
n/a	Number of emergency responses	n/a	Number of emergency transports
n/a	Number of non-emergency responses	n/a	Number of non-emergency transports

TABLE 8: Response/Transportation/Providers

Note: *Table 8 is to be completed for each provider by county.* Make copies as needed.

County: San Francisco **Provider:** Royal Ambulance **Response Zone:** City and County of SF

Address: 14472 Wicks Boulevard
San Leandro, CA 94577

Number of Ambulance Vehicles in Fleet: 20

Phone Number: 833-769-2599

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 8

Written Contract:	Medical Director:	System Available 24 Hours:	Level of Service:	
x Yes ❒ No	x Yes ❒ No	x Yes ❒ No	x Transport ❑ ALS ❑ 9-1-1 x Ground x Non-Transport x BLS x 7-Digit ❑ Air x CCT ❑ Water x IFT	
Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
❒ Public x Private	❒ Fire ❒ Law ❒ Other Explain: _____	❒ City ❒ County ❒ State ❒ Fire District ❒ Federal	❒ Rotary ❒ Fixed Wing	❒ Auxiliary Rescue ❒ Air Ambulance ❒ ALS Rescue ❒ BLS Rescue

Transporting Agencies

6,640	Total number of responses	**6,359**	Total number of transports
231	Number of emergency responses	**211**	Number of emergency transports
6,409	Number of non-emergency responses	**6,148**	Number of non-emergency transports

Air Ambulance Services

n/a	Total number of responses	**n/a**	Total number of transports
n/a	Number of emergency responses	**n/a**	Number of emergency transports
n/a	Number of non-emergency responses	**n/a**	Number of non-emergency transports

TABLE 9: FACILITIES

County: San Francisco_____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **Zuckerberg San Francisco General** Telephone Number: **628-206-8000**
Address: **1001 Potrero Avenue**
San Francisco, CA 94110

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
x Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency ❒ Basic Emergency **x** Comprehensive Emergency	**x** Yes ❒ No	❒ Yes **x** No

		Trauma Center:	**If Trauma Center what level:**
Pediatric Critical Care Center[1]	❒ Yes **x** No		
EDAP[2]	**x** Yes ❒ No	**x** Yes ❒ No	**x*** Level I ❒ Level II ❒ Level III ❒ Level IV
PICU[3]	❒ Yes **x** No		

STEMI Center:	**Stroke Center:**
x Yes ❒ No	**x** Yes ❒ No

For more info regarding Level I status, please see project plan

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES

County: San Francisco_____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **California Pacific Medical Center – Van Ness Campus** Telephone Number: **415-600-6000**

Address: **1101 Van Ness Ave.**
San Francisco, CA 94109

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
x Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency **x** Basic Emergency ❒ Comprehensive Emergency	❒ Yes **x** No	❒ Yes **x** No

		Trauma Center:	**If Trauma Center what level:**
Pediatric Critical Care Center[1]	**x** Yes ❒ No	❒ Yes **x** No	❒ Level I ❒ Level II ❒ Level III ❒ Level IV
EDAP[2]	**x** Yes ❒ No		
PICU[3]	**x** Yes ❒ No		

STEMI Center:	**Stroke Center:**
x Yes ❒ No	**x** Yes ❒ No

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES

County: San Francisco_____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **California Pacific Medical Center – Davies Campus** Telephone Number: **415-600-6000**

Address: **45 Castro Street**
San Francisco, CA 94114

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
x Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency **x** Basic Emergency ❒ Comprehensive Emergency	❒ Yes **x** No	❒ Yes **x** No

		Trauma Center:	**If Trauma Center what level:**
Pediatric Critical Care Center[1]	❒ Yes **x** No		
EDAP[2]	**x** Yes ❒ No	❒ Yes **x** No	❒ Level I ❒ Level II ❒ Level III ❒ Level IV
PICU[3]	❒ Yes **x** No		

STEMI Center:	**Stroke Center:**
❒ Yes **x** No	**x** Yes ❒ No

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES

County: San Francisco_____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **California Pacific Medical Center – Mission Bernal Campus** Telephone Number: **415-600-6000**

Address: **3555 Cesar Chavez Street**
San Francisco, CA 94110

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
x Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency **x** Basic Emergency ❒ Comprehensive Emergency	❒ Yes **x** No	❒ Yes **x** No

		Trauma Center:	**If Trauma Center what level:**
Pediatric Critical Care Center[1]	❒ Yes **x** No		
EDAP[2]	**x** Yes ❒ No	❒ Yes **x** No	❒ Level I ❒ Level II ❒ Level III ❒ Level IV
PICU[3]	❒ Yes **x** No		

STEMI Center:	**Stroke Center:**
❒ Yes **x** No	❒ Yes **x** No

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES

County: San Francisco_____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **UCSF Medical Center** Telephone Number: **415-353-1238**
Address: **505 Parnassus Avenue**
San Francisco, CA 94143

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
❒ Yes **x** No	❒ Referral Emergency ❒ Standby Emergency **x** Basic Emergency ❒ Comprehensive Emergency	❒ Yes **x** No	❒ Yes **x** No

		Trauma Center:	**If Trauma Center what level:**
Pediatric Critical Care Center[1]	❒ Yes **x** No		
EDAP[2]	**x** Yes ❒ No	❒ Yes **x** No	❒ Level I ❒ Level II ❒ Level III ❒ Level IV
PICU[3]	❒ Yes **x** No		

STEMI Center:	**Stroke Center:**
x Yes ❒ No	**x** Yes ❒ No

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES

County: San Francisco_____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **UCSF Mission Bay** Telephone Number: **415-353-1818**
Address: **1975 4th Street**
San Francisco, CA 94158

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
❒ Yes **x** No	❒ Referral Emergency ❒ Standby Emergency **x** Basic Emergency ❒ Comprehensive Emergency	❒ Yes **x** No	❒ Yes **x** No

		Trauma Center:	**If Trauma Center what level:**
Pediatric Critical Care Center[1]	**x** Yes ❒ No	❒ Yes **x** No	❒ Level I ❒ Level II ❒ Level III ❒ Level IV
EDAP[2]	**x** Yes ❒ No		
PICU[3]	**x** Yes ❒ No		

STEMI Center:	**Stroke Center:**
❒ Yes **x** No	❒ Yes **x** No

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES

County: San Francisco_____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **Kaiser San Francisco** Telephone Number: **415-833-2000**
Address: **2425 Geary Blvd**
San Francisco, CA 94115

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
x Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency **x** Basic Emergency ❒ Comprehensive Emergency	❒ Yes **x** No	❒ Yes **x** No

		Trauma Center:	**If Trauma Center what level:**
Pediatric Critical Care Center[1]	❒ Yes **x** No		
EDAP[2]	**x** Yes ❒ No	❒ Yes **x** No	❒ Level I ❒ Level II ❒ Level III ❒ Level IV
PICU[3]	❒ Yes **x** No		

STEMI Center:	**Stroke Center:**
x Yes ❒ No	**x** Yes ❒ No

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES

County: San Francisco _____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **Saint Francis Memorial Hospital** Telephone Number: **415-353-6000**
Address: **900 Hyde Street**
San Francisco, CA 94109

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
x Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency **x** Basic Emergency ❒ Comprehensive Emergency	❒ Yes **x** No	**x** Yes ❒ No

Pediatric Critical Care Center[1]	❒ Yes **x** No	**Trauma Center:**	**If Trauma Center what level:**
EDAP[2]	**x** Yes ❒ No		
PICU[3]	❒ Yes **x** No	❒ Yes **x** No	❒ Level I ❒ Level II ❒ Level III ❒ Level IV

STEMI Center:	**Stroke Center:**
❒ Yes **x** No	**x** Yes ❒ No

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES

County: San Francisco_____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **St Mary's Medical Center** Telephone Number: **415-668-1000**
Address: **450 Stanyan Street**
San Francisco, CA 94117

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
x Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency **x** Basic Emergency ❒ Comprehensive Emergency	❒ Yes **x** No	❒ Yes **x** No

		Trauma Center:	**If Trauma Center what level:**
Pediatric Critical Care Center[1]	❒ Yes **x** No		
EDAP[2]	**x** Yes ❒ No	❒ Yes **x** No	❒ Level I ❒ Level II ❒ Level III ❒ Level IV
PICU[3]	❒ Yes **x** No		

STEMI Center:	**Stroke Center:**
x Yes ❒ No	**x** Yes ❒ No

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES

County: San Francisco_____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **Chinese Hospital** Telephone Number: **415-982-2400**
Address: **845 Jackson Street**
San Francisco, CA 94133

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
x Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency **x** Basic Emergency ❒ Comprehensive Emergency	❒ Yes **x** No	❒ Yes **x** No

		Trauma Center:	**If Trauma Center what level:**
Pediatric Critical Care Center[1]	❒ Yes **x** No		
EDAP[2]	**x** Yes ❒ No	❒ Yes **x** No	❒ Level I ❒ Level II ❒ Level III ❒ Level IV
PICU[3]	❒ Yes **x** No		

STEMI Center:	**Stroke Center:**
❒ Yes **x** No	**x*** Yes ❒ No

**Stroke Center as of October 1, 2022.*

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES

County: San Francisco_____

Note: *Complete information for each facility by county.* Make copies as needed.

Facility: **San Francisco VA Medical Center** Telephone Number: **415-750-2052**
Address: **4150 Clement Street**
San Francisco, CA 94121

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
x Yes ❒ No	❒ Referral Emergency **x** Standby Emergency* ❒ Basic Emergency ❒ Comprehensive Emergency	❒ Yes **x** No	❒ Yes **x** No

		Trauma Center:	**If Trauma Center what level:**
Pediatric Critical Care Center[1]	❒ Yes **x** No		
EDAP[2]	❒ Yes **x** No		
PICU[3]	❒ Yes **x** No	❒ Yes **x** No	❒ Level I ❒ Level II ❒ Level III ❒ Level IV

STEMI Center:	**Stroke Center:**
❒ Yes **x** No	❒ Yes **x** No

**Will transition to Triage to Alternate Destination in 2023 pursuant to AB 1544.*

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 10: APPROVED TRAINING PROGRAMS

County: San Francisco **Reporting Year: 2022**

NOTE: Table 10 is to be completed by county. Make copies to add pages as needed.

Training Institution: **City College of San Francisco** Telephone Number: **415-561-1938**
Address: **1860 Hayes Street**
San Francisco, CA 94117

Student Eligibility*: **Public**

Program Level **EMT

Cost of Program:
Basic: **$400**
Refresher: **n/a**

Number of students completing training per year:

Initial training:	**148**
Refresher:	**26**
Continuing Education:	**57**
Expiration Date:	**12/31/23**

Number of courses:

Initial training:	**5**
Refresher:	**1**
Continuing Education:	**2**

*Open to general public or restricted to certain personnel only.
**** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS

County: San Francisco **Reporting Year: 2022**

NOTE: Table 10 is to be completed by county. Make copies to add pages as needed.

Training Institution: **City College of San Francisco** Telephone Number: **415-561-1938**
Address: **1860 Hayes Street**
San Francisco, CA 94117

Student Eligibility*: **Public**

Program Level **Paramedic

Cost of Program:
Basic: **$4,500**
Refresher: **n/a**

Number of students completing training per year:

Initial training:	**50**
Refresher:	**n/a**
Continuing Education:	**n/a**
Expiration Date:	**12/31/23**

Number of courses:

Initial training:	**2**
Refresher:	**n/a**
Continuing Education:	**n/a**

*Open to general public or restricted to certain personnel only.
**** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS

County: San Francisco **Reporting Year: 2022**

NOTE: Table 10 is to be completed by county. Make copies to add pages as needed.

Training Institution: **City College of San Francisco CE# 38-0012** Telephone Number: **415-561-1938**

Address: **1860 Hayes Street**
San Francisco, CA 94117

Student Eligibility*: **Public**

Cost of Program:
Basic: **n/a**
Refresher: **n/a**

Program Level **Continuing Education

Number of students completing training per year:

Initial training:	**n/a**
Refresher:	**26**
Continuing Education:	**26**
Expiration Date:	**12/31/23**

Number of courses:

Initial training:	**n/a**
Refresher:	**1**
Continuing Education:	**1**

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS

County: San Francisco **Reporting Year: 2022**

NOTE: Table 10 is to be completed by county. Make copies to add pages as needed.

Training Institution: **Project Heartbeat, LLC** Telephone Number: **510-452-1100**
Address: **350 Amber Dr.**
San Francisco, CA 94131

Student Eligibility*: **Law Enforcement**

Program Level **EMT

Cost of Program:
Basic: **n/a**
Refresher: **n/a**

Number of students completing training per year:

Initial training:	**26**
Refresher:	**n/a**
Continuing Education:	**n/a**
Expiration Date:	**3/31/27**

Number of courses:

Initial training:	**1**
Refresher:	**n/a**
Continuing Education:	**n/a**

*Open to general public or restricted to certain personnel only.
**** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS

County: San Francisco **Reporting Year: 2022**

NOTE: Table 10 is to be completed by county. Make copies to add pages as needed.

Training Institution: **San Francisco Fire Department CE#38-0003** Telephone Number: **415-318-4517**
Address: **600 Avenue M**
San Francisco, CA 94130

Student Eligibility*: **Personnel**

Cost of Program:
Basic: **n/a**
Refresher: **n/a**

Program Level **Continuing Education

Number of students completing training per year:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**3,659**
Expiration Date:	**08/31/23**

Number of courses:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**Varies**

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS

County: San Francisco **Reporting Year: 2022**

NOTE: Table 10 is to be completed by county. Make copies to add pages as needed.

Training Institution: **AMR San Francisco CE#38-0004** Telephone Number: **415-922-9400**

Address: **1300 Illinois Street**
San Francisco, CA 94107

Student Eligibility*: **Personnel**

Cost of Program:
Basic: **n/a**
Refresher: **n/a**

Program Level **Continuing Education

Number of students completing training per year:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**107**
Expiration Date:	**09/30/23**

Number of courses:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**3**

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS

County: San Francisco **Reporting Year: 2022**

NOTE: Table 10 is to be completed by county. Make copies to add pages as needed.

Training Institution: **King American Ambulance Company CE#38-0005** Telephone Number: **415-931-1400**

Address: **2570 Bush Street**
San Francisco, CA 94115

Student Eligibility*: **Personnel**

Cost of Program:
Basic: **n/a**
Refresher: **n/a**

Program Level **Continuing Education

Number of students completing training per year:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**22**
Expiration Date:	**06/30/24**

Number of courses:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**3**

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS

County: San Francisco **Reporting Year: 2022**

NOTE: Table 10 is to be completed by county. Make copies to add pages as needed.

Training Institution: **Rock Medicine CE#38-0016** Telephone Number: **415-912-1253**

Address: **1563 Mission Street**
San Francisco, CA 94103

Student Eligibility*: Personnel

Cost of Program:
Basic: n/a
Refresher: n/a

Program Level **Continuing Education

Number of students completing training per year:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**14**
Expiration Date:	**12/31/25**

Number of courses:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**4**

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS

County: San Francisco **Reporting Year: 2022**

NOTE: Table 10 is to be completed by county. Make copies to add pages as needed.

Training Institution: **Zuckerberg San Francisco General CE#28-0002** Telephone Number: **628-206-5050**

Address: **1001 Potrero Avenue, Room H1017**
San Francisco, CA 94110

Student Eligibility*: **Personnel**

Program Level **Continuing Education

Cost of Program:
Basic: **n/a**
Refresher: **n/a**

Number of students completing training per year:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**n/a**
Expiration Date:	**02/28/26**

Number of courses:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**n/a**

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS

County: San Francisco **Reporting Year: 2022**

NOTE: Table 10 is to be completed by county. Make copies to add pages as needed.

Training Institution: **San Francisco EMS Agency CE#38-0001** Telephone Number: **628-217-6000**

Address: **333 Valencia St. Suite 210**
San Francisco, CA 94103

Student Eligibility*: **Open to Public**

Cost of Program:
Basic: **$0**
Refresher: **$0**

Program Level **Continuing Education

Number of students completing training per year:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**15**
Expiration Date:	**n/a**

Number of courses:

Initial training:	**n/a**
Refresher:	**n/a**
Continuing Education:	**1**

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 11: DISPATCH AGENCY

County: San Francisco **Reporting Year: 2022**

NOTE: Make copies to add pages as needed. Complete information for each provider by county.

Name: **Department of Emergency Management** Primary Contact: **Robert Smuts, Deputy Director**
Address: **1011 Turk St**
San Francisco, CA 94102
Telephone Number: **415-575-0737**

Written Contract:
☐ Yes **x** No

Medical Director:
x Yes ☐ No

x Day-to-Day
x Disaster

Number of Personnel Providing Services:

__**167**_ EMD Training _____ EMT-D _____ ALS
_____ BLS _____ LALS _____ Other

Ownership:
x Public ☐ Private

If Public:
☐ Fire
☐ Law
x Other
Explain: **Emergency Management**

If Public: **x** City **x** County ☐ State ☐ Fire District ☐ Federal

EMS PLAN
AMBULANCE ZONE SUMMARY FORM

In order to evaluate the nature of each area or subarea, the following information should be compiled for each zone individually. Please include a separate form for each exclusive and/or nonexclusive ambulance zone.

Local EMS Agency or County Name: City and County of San Francisco

Area or subarea (Zone) Name or Title: City and County of San Francisco

Name of Current Provider(s):

- San Francisco Fire Department (9-1-1)
- King American (9-1-1 and Interfacility Transfer)
- American Medical Response (9-1-1 and Interfacility Transfer)
- Pro-Transport (ALS, Interfacility Transfer)
- Norcal Ambulance (BLS, Interfacility Transfer)
- Royal Ambulance (BLS, Interfacility Transfer)

Area or subarea (Zone) Geographic Description:

San Francisco, California is located at 37° 46' North latitude and 122 °27' West longitudes. The City forms the tip of a peninsula bounded by the Pacific Ocean to the West, the Golden Gate to the North, the San Francisco Bay to the East and San Mateo County to South. The boundaries of the City and County of San Francisco are one and the same, compromising 49 square miles roughly fitting within a 7 by 7 mile square. Treasure Island and the Presidio are also areas of San Francisco responsibility.

Statement of Exclusivity, Exclusive or non-Exclusive (HS 1797.6):

Exclusive

Type of Exclusivity, "Emergency Ambulance", "ALS", or "LALS" (HS 1797.85):

Emergency Ambulance (911 only). As mentioned the State EMS Authority notified the SF EMS Agency that the prior EOA would remain effect with an addendum that will allow future ALS/BLS provider to provide service to non 9-1-1 calls. This included Treasure Island and the Presidio as not substantially impacting EOA.

Method to achieve Exclusivity, if applicable (HS 1797.224):

In January, 2012, the State of California EMS Authority notified the SF EMS Agency that the prior EOA from 2008 would remain effective with the providers being SFFD, King American and American Medical Response for the 9-1-1 response.

Outstanding Projects/Tasks for EMS Plan Submission 2023							
Tracking #	**Title**	**Description**	**Status**	**Estimate Completion Date**	**SFEMSA Division**	**Minimum Guideline Reference**	**2023 Plan Update**
~~FY23-1~~	~~EMS Planning Process~~	~~San Francisco EMSA traditionally has had inconsistencies in EMS Plan submission. Overview of new process listed in Executive Summary to ensure compliance with annual state requirement.~~	~~In Progress~~	~~End of Q4 FY23~~	~~Executive~~	~~6.06~~	Completed
FY23-2	Hiring Vacant Positions	San Francisco EMSA received additional positions for FY23 and has vacancies to fill from previous FY. This amounts to 6 positions and is a high priority for upcoming EMS planning period.	Not Started	End of Q4 FY23	Executive	6.06	Partially completed. Estimated completion date of Q1 FY24.
FY23-3	Hospital MOUs	San Francisco EMSA hospital MOUs are in process to be revised based on new specialty standards. As of August 2022, hospitals are reviewing the draft documents.	In Progress	End of Q2 FY23	Executive	1.11, 5.01, 8.18	Partially completed. 2 of 10 Hospitals remiaining. Estimated completion date of Q1 FY24.
FY23-4	STEMI, Stroke, Trauma, EMS for Children Plans	San Francisco EMSA is continuously working on Specialty Care plans. An EMS Specialist has been approved in FY23 budget to manage these programs.	In Progress	End of Q4 FY23	Quality Improvement	6.05, 6.06, 8.18	Partially completed. EMSC and Trauma Plans approved in 2022 Plan. STEMI and STAR to be submitted Q1 FY24.
FY23-5	Update Ambulance Ordinance	The ambulance ordiance has not been updated for a period of time and will likely need to be updated for Community Paramedicine implementation. Ordinance will also be updated with routine regulatory and statuatory changes.	Not Started	End of Q4 FY23	Executive	n/a	Reviewed in early 2023. Determined ordinace did not need to be updated.
FY23-6	Community Paramedic and Triage to Alternate Destination Program Submission	The submission and compliance with community paramedic and triage to alternate destinations under new statuatory and regulatory requirements is the primary focus for SFEMSA in 2022/2023.	In Progress	July 2023	All Divisions	6.03, 6.05	Partially completed. CP/TAD Plan to be submitted in QI FY24.
FY23-7	Electronic Certification Program	SFEMSA is exploring moving from traditional paper process to online certification management system. SFEMSA received funding for this project in FY23.	In Progress	End of Q3 FY23	Operations	n/a	Not started due to triage of LEMSA priorities. Funding approved for FY24 and hiring staff to work on project in July 2023.
FY23-8	Re-evaluate Zuckerberg San Francisco General Trauma Center	In 2022, ACS updated trauma standards pertaining to Level I and Level II trauma centers. Currently ZSFG has cardiothoracic coverage 24/7 with 2 surgeons and an transfer agreement with UCSF for cardiac bypass equipment. ACS and SFEMSA site visit is next Summer 2023 from Trauma Center review. ZSFG is reviewing requirements as of August 2022.	In Progress	August 2023	Quality Improvement	8.18	In process of scheduling site visit in Summer 2023. No updates from last 2022 plan regarding cardiac bypass requirement.

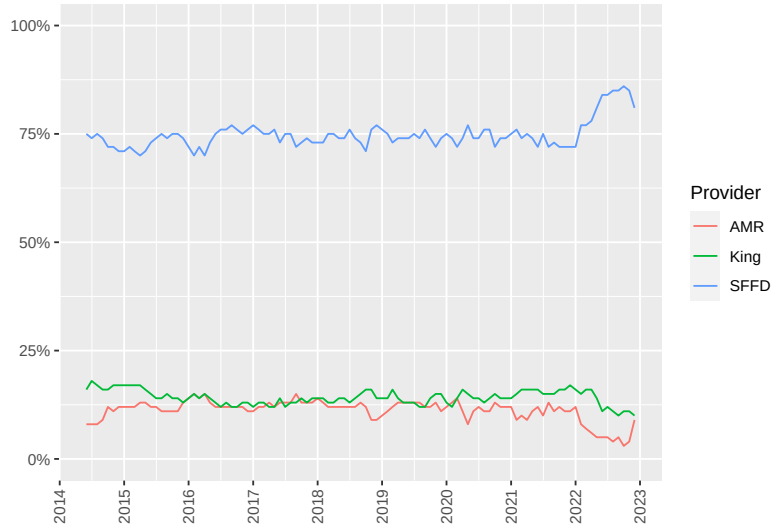
FY23-9	Response Interval Improvements	SFEMSA is reviewing operational data, such as response intervals, based on recent hiring of 60 SFFD paramedics. SFEMSA is working towards news dashboards and QI review of calls based on response criteria.	In Progress	Ongoing	Operations	6.06, ~~6.08~~	Ongoing
FY23-10	Patient Offload and Diversion Improvement	With key partners, patient offload and diversion have been a major focus in FY22 with workgroups, recommendations, and policy development. This work is far from resolved or complete, but have developed a path and recommendations to move forward in FY23.	In Progress	End of Q4 FY23	Quality Improvement	6.06, ~~6.08~~, 8.18	Ongoing
FY23-11	BLS Pilot Program	SFEMSA would like to implement a BLS 911 tier with current EOA providers on a limited scale. A BLS tier would have minimal impact to EOA, however a high impact to overall EMS system stability. See pilot over and data overview.	In Progress	End of Q1 FY23	Operations	n/a	Ongoing. Expected evaluation in Q2 FY24.
FY23-12	Implement Get with the Guidelines	SFEMSA is in final stages of contracting with AHA for get with the guidelines for Stroke and CAD. This will help with STEMI and Stroke programs. SFEMSA participates in CARES for cardiac arrest.	In Progress	End of Q1 FY23	Quality Improvement	6.05	Ongoing. Expected completion Q4 FY24.
FY23-13	Develop AED Program and CPR Community Initiatives	SFEMSA launched PulsePoint in May 2022. SFEMSA is in process of revamping the AED user program amongst public safety agencies via new policy and review process.	In Progress	End of Q4 FY23	Operations	~~2.12~~, 6.08	Ongoing. New policy effective April 1, 2023.

SECTION II - Data

San Francisco EOA Call Share

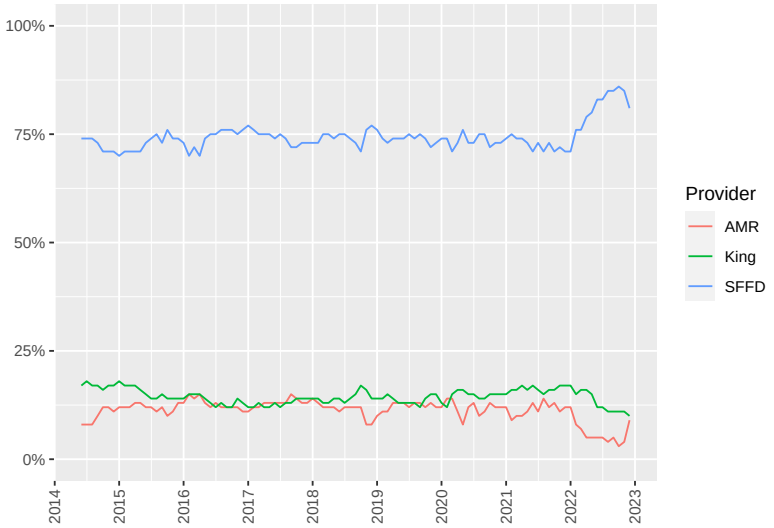
All years (June 2014 - 2022)

Share of all 911 ambulance responses



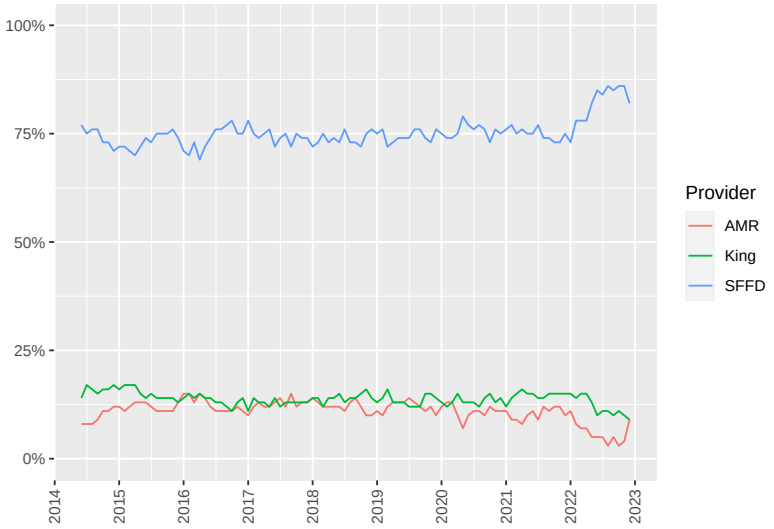
Provider	2014	2015	2016	2017	2018	2019	2020	2021	2022
AMR	6273	13954	15612	16438	15407	16222	13699	13419	8048
King	10677	17716	16442	16819	18497	18308	16480	18823	16712
SFFD	46375	85481	91419	96758	97048	99162	87240	88837	107861

Share of 911 ambulance responses resulting in transport



Provider	2014	2015	2016	2017	2018	2019	2020	2021	2022
AMR	4231	9456	10633	11209	10374	10882	9007	8697	4910
King	7306	12109	11178	11459	12645	12351	10931	12269	10507
SFFD	30666	57831	62230	65867	66361	66210	55461	55192	64910

Share of 911 ambulance responses resulting in non-transport

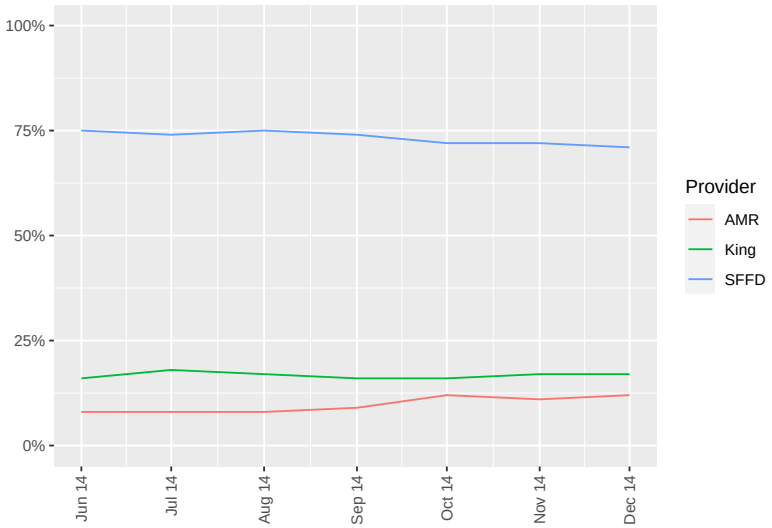


Provider	2014	2015	2016	2017	2018	2019	2020	2021	2022
AMR	2042	4498	4979	5229	5033	5340	4692	4722	3138
King	3371	5607	5264	5360	5852	5957	5549	6554	6205
SFFD	15709	27650	29189	30891	30687	32952	31779	33645	42951

2014

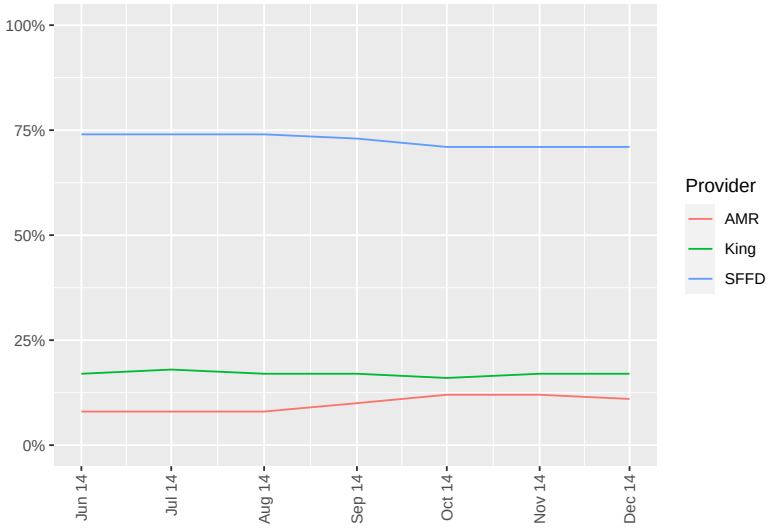
Note: this is a partial year due to data limitations

Share of all 911 ambulance responses



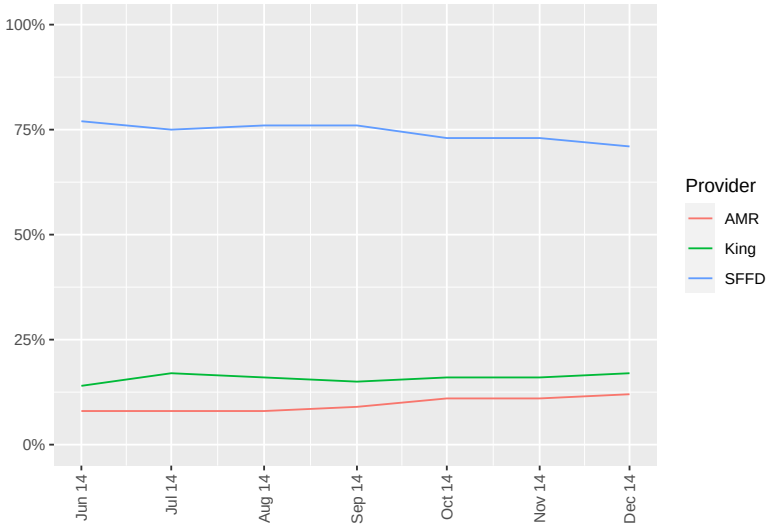
Provider	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	706	686	725	861	1125	1025	1145
King	1379	1504	1504	1492	1566	1517	1715
SFFD	6381	6289	6629	6718	6887	6417	7054

Share of 911 ambulance responses resulting in transport



Provider	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	473	473	486	581	772	692	754
King	968	1035	1034	1036	1056	1030	1147
SFFD	4171	4218	4415	4391	4581	4183	4707

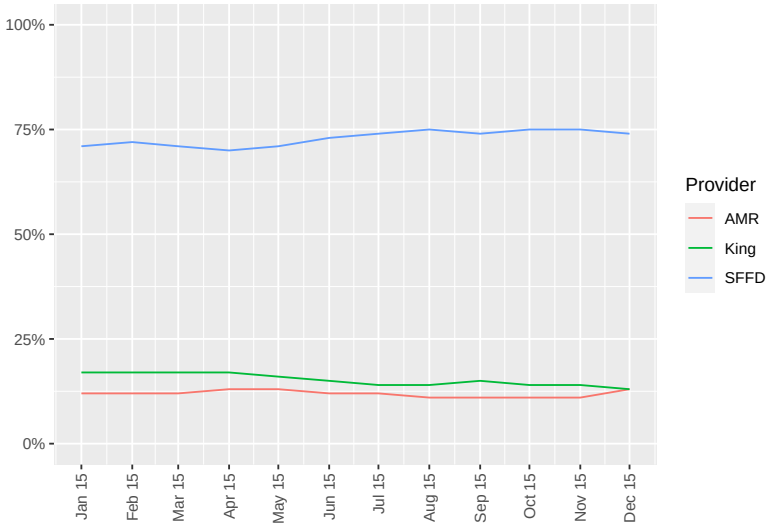
Share of 911 ambulance responses resulting in non-transport



Provider	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	233	213	239	280	353	333	391
King	411	469	470	456	510	487	568
SFFD	2210	2071	2214	2327	2306	2234	2347

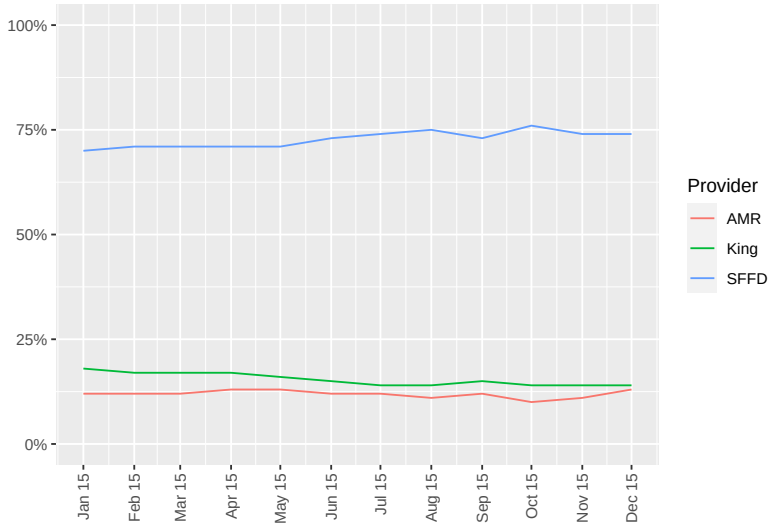
2015

Share of all 911 ambulance responses



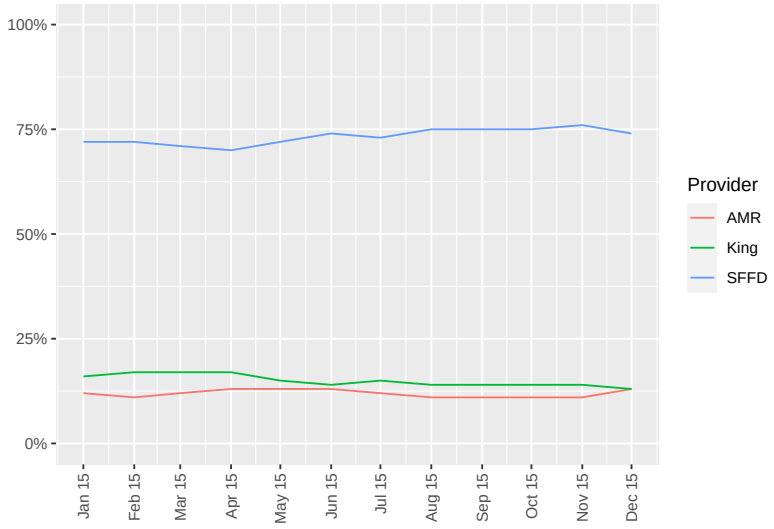
Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	1238	1049	1182	1194	1295	1185	1159	1093	1118	1072	1056	1313
King	1722	1481	1672	1583	1544	1423	1378	1350	1445	1416	1346	1356
SFFD	7125	6431	7026	6610	7064	7144	7081	7498	7244	7612	7160	7486

Share of 911 ambulance responses resulting in transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	843	720	793	798	880	785	780	734	771	714	740	898
King	1204	995	1115	1046	1084	988	918	913	1000	947	940	959
SFFD	4830	4301	4654	4407	4777	4783	4846	5066	4902	5195	4888	5182

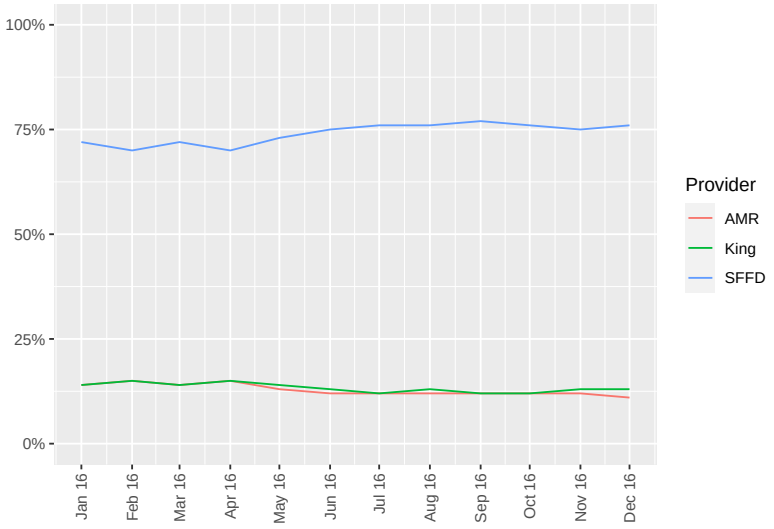
Share of 911 ambulance responses resulting in non-transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	395	329	389	396	415	400	379	359	347	358	316	415
King	518	486	557	537	460	435	460	437	445	469	406	397
SFFD	2295	2130	2372	2203	2287	2361	2235	2432	2342	2417	2272	2304

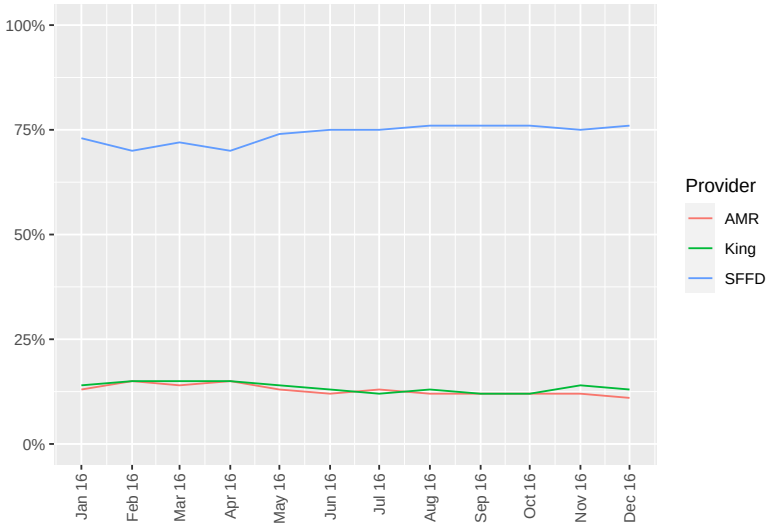
2016

Share of all 911 ambulance responses



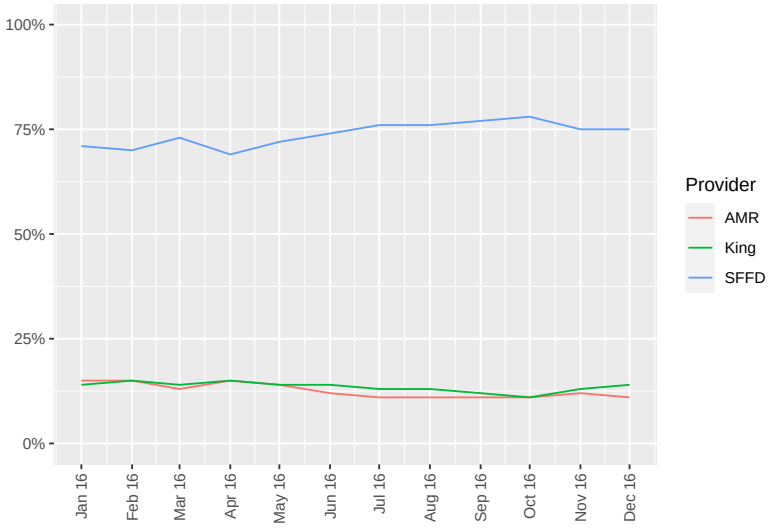
Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	1396	1502	1382	1540	1314	1186	1192	1152	1249	1264	1201	1234
King	1425	1458	1471	1525	1368	1322	1228	1274	1245	1283	1370	1473
SFFD	7430	7007	7353	7134	7324	7548	7466	7556	8127	8247	7683	8544

Share of 911 ambulance responses resulting in transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	917	1026	959	1032	863	804	845	805	861	876	802	843
King	980	1000	1019	1023	933	887	822	856	834	895	939	990
SFFD	5162	4834	5029	4854	5017	5174	5057	5120	5390	5543	5159	5891

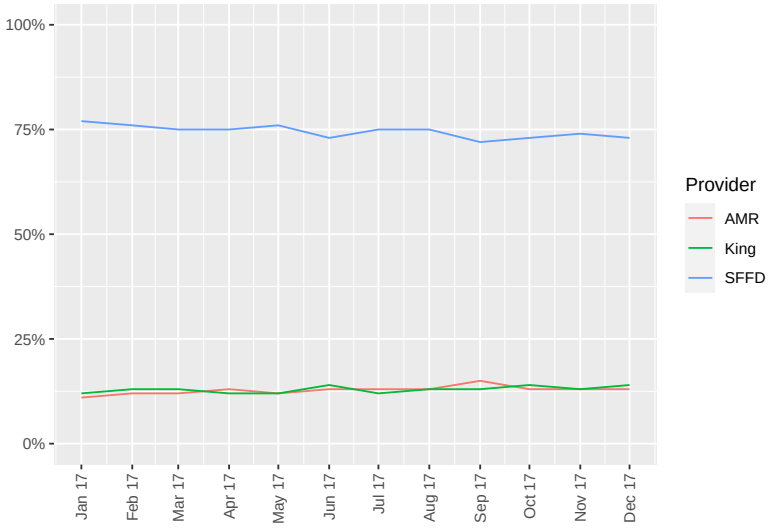
Share of 911 ambulance responses resulting in non-transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	479	476	423	508	451	382	347	347	388	388	399	391
King	445	458	452	502	435	435	406	418	411	388	431	483
SFFD	2268	2173	2324	2280	2307	2374	2409	2436	2737	2704	2524	2653

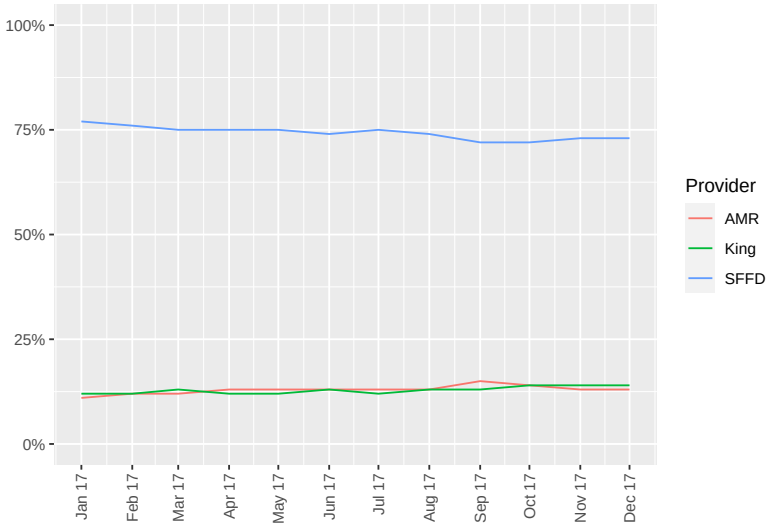
2017

Share of all 911 ambulance responses



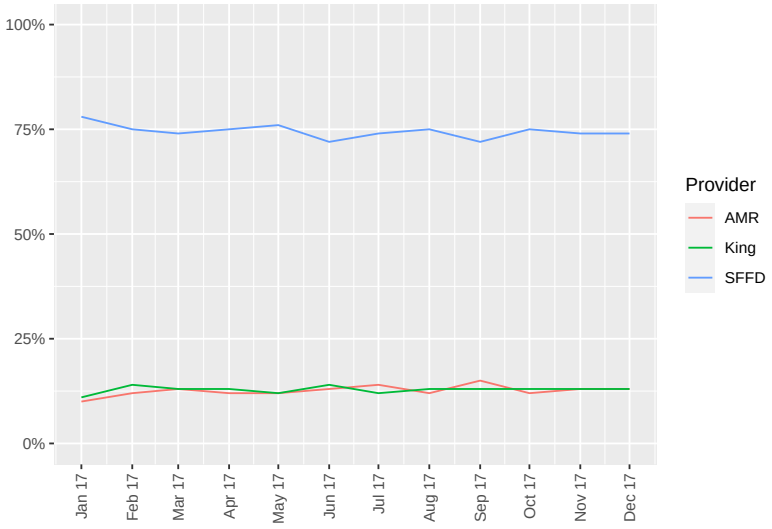
Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	1189	1192	1375	1378	1352	1356	1366	1360	1675	1470	1331	1394
King	1353	1278	1498	1309	1312	1447	1250	1384	1507	1547	1388	1546
SFFD	8739	7646	8546	8123	8222	7717	7811	8076	8118	8161	7587	8012

Share of 911 ambulance responses resulting in transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	848	809	890	942	942	903	899	925	1129	1020	921	981
King	966	835	1006	862	872	960	863	931	1017	1082	962	1103
SFFD	6095	5228	5830	5477	5528	5273	5364	5394	5514	5425	5167	5572

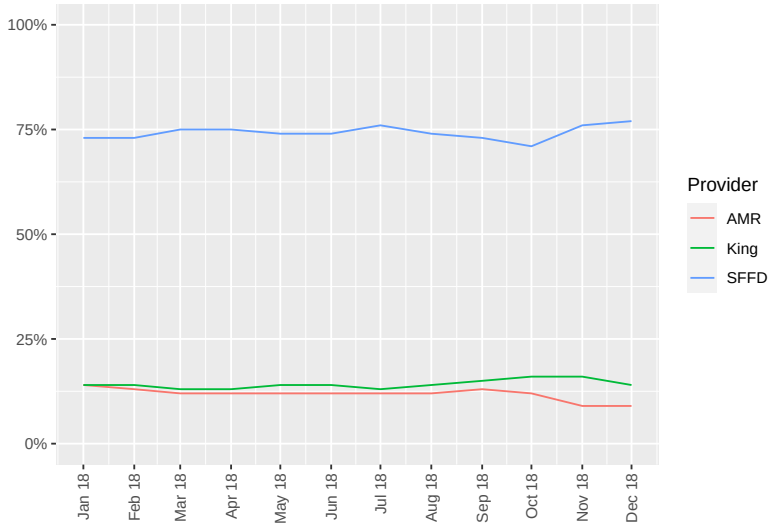
Share of 911 ambulance responses resulting in non-transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	341	383	485	436	410	453	467	435	546	450	410	413
King	387	443	492	447	440	487	387	453	490	465	426	443
SFFD	2644	2418	2716	2646	2694	2444	2447	2682	2604	2736	2420	2440

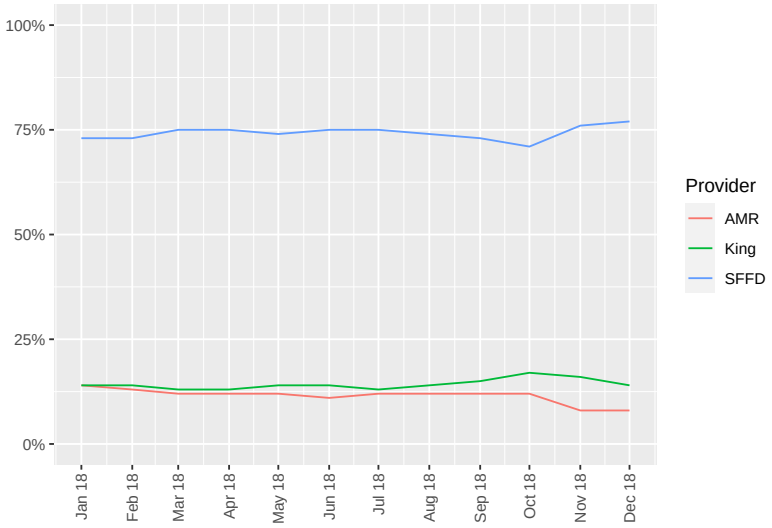
2018

Share of all 911 ambulance responses



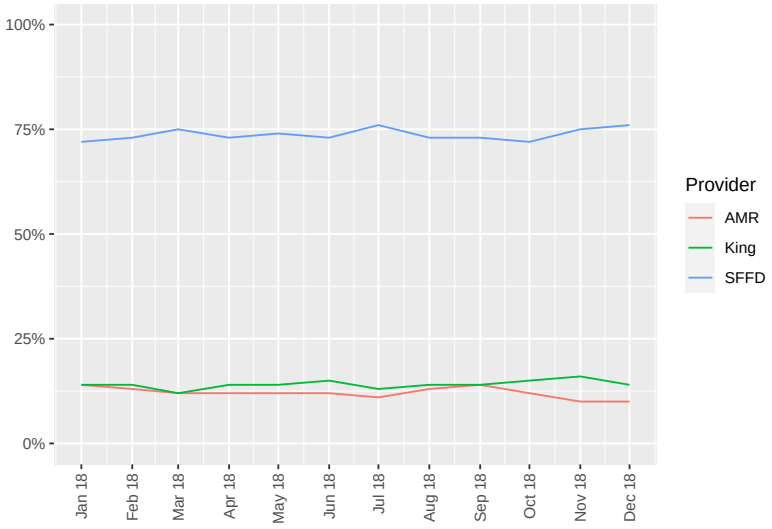
Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	1555	1325	1386	1276	1396	1290	1254	1318	1333	1363	954	957
King	1588	1406	1462	1427	1590	1568	1395	1466	1544	1804	1682	1565
SFFD	8301	7406	8490	7910	8373	8217	8206	7915	7705	7885	8145	8495

Share of 911 ambulance responses resulting in transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	1098	924	944	869	950	829	871	874	862	910	616	627
King	1109	984	1018	957	1066	1020	962	1006	1064	1248	1132	1079
SFFD	5861	5195	5764	5489	5676	5538	5592	5448	5169	5248	5531	5850

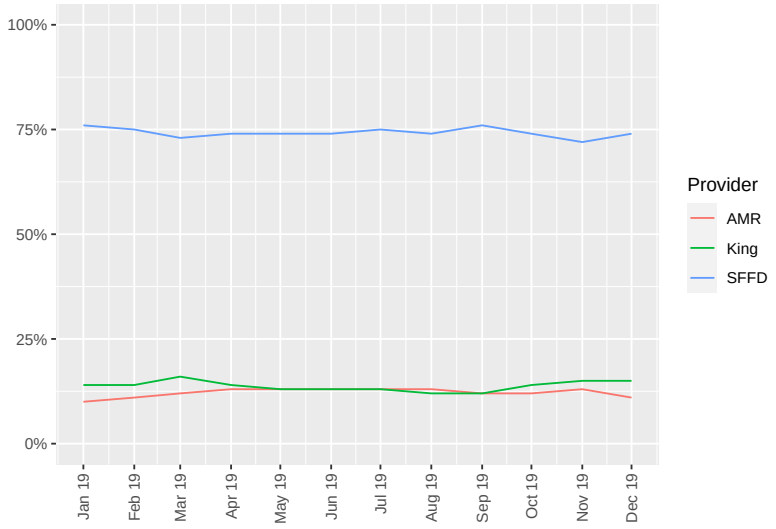
Share of 911 ambulance responses resulting in non-transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	457	401	442	407	446	461	383	444	471	453	338	330
King	479	422	444	470	524	548	433	460	480	556	550	486
SFFD	2440	2211	2726	2421	2697	2679	2614	2467	2536	2637	2614	2645

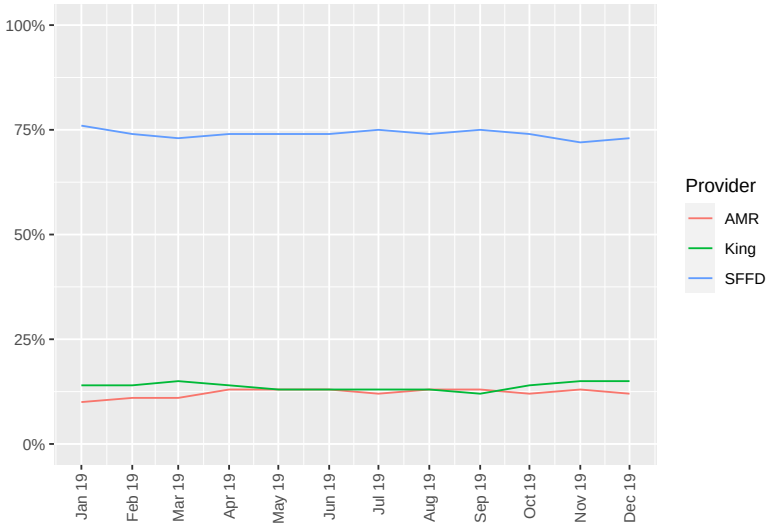
2019

Share of all 911 ambulance responses



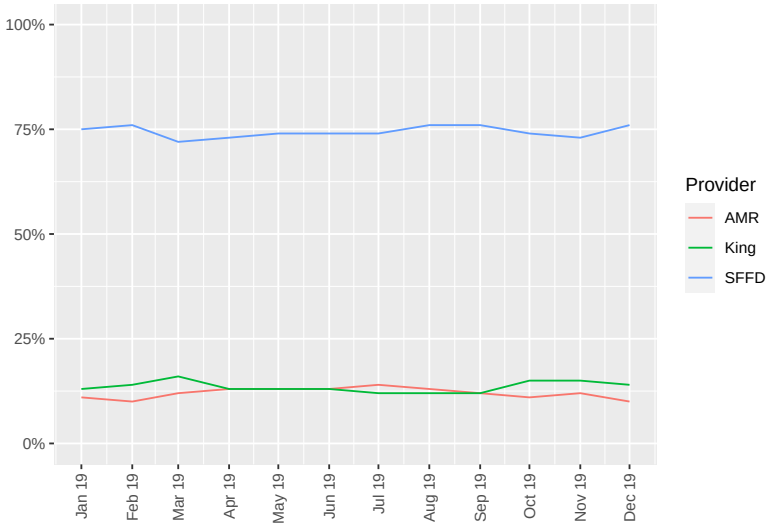
Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	1087	1124	1335	1371	1464	1439	1339	1507	1421	1410	1410	1315
King	1525	1451	1799	1453	1468	1459	1342	1421	1402	1687	1588	1713
SFFD	8192	7662	8433	7844	8199	8239	7965	8531	8838	8776	7821	8662

Share of 911 ambulance responses resulting in transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	723	797	895	919	977	935	855	1005	947	955	955	919
King	1100	1020	1227	998	980	958	902	956	910	1082	1034	1184
SFFD	5766	5279	5843	5337	5445	5387	5359	5538	5703	5698	5126	5729

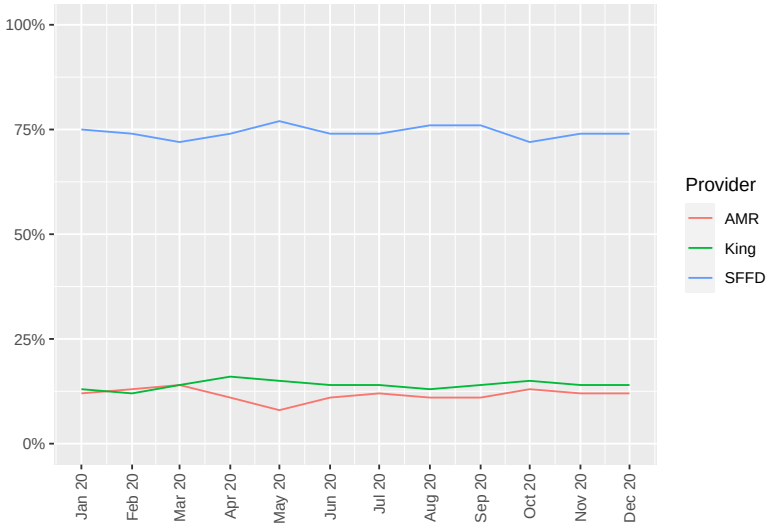
Share of 911 ambulance responses resulting in non-transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	364	327	440	452	487	504	484	502	474	455	455	396
King	425	431	572	455	488	501	440	465	492	605	554	529
SFFD	2426	2383	2590	2507	2754	2852	2606	2993	3135	3078	2695	2933

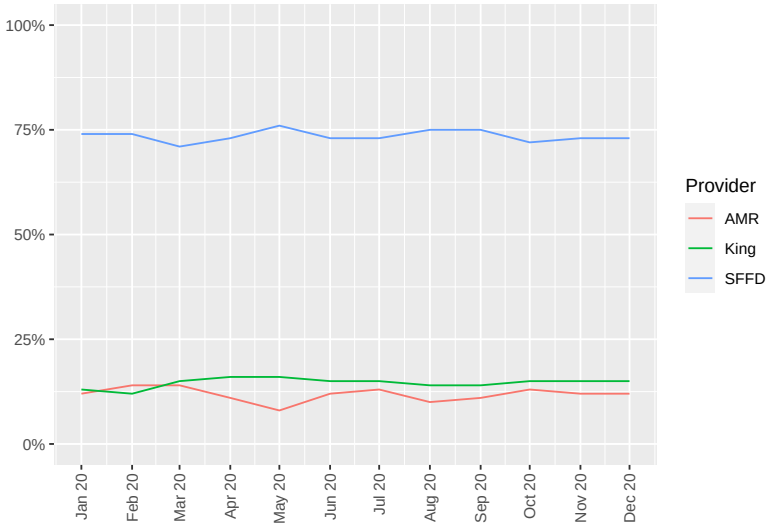
2020

Share of all 911 ambulance responses



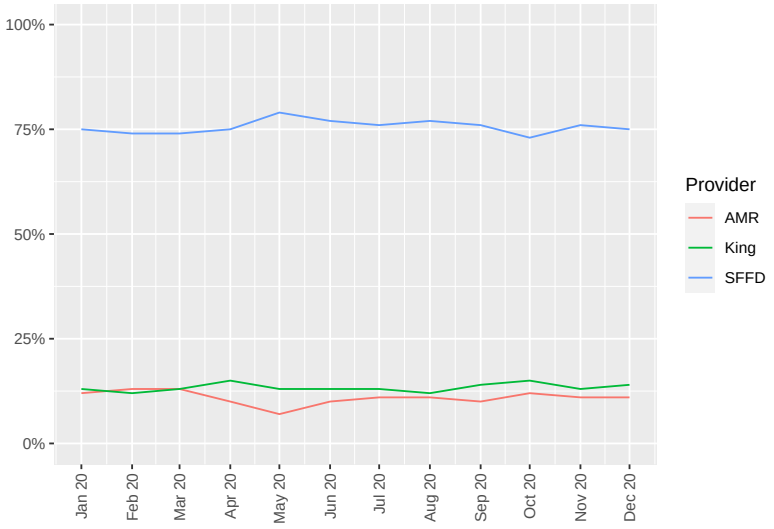
Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	1446	1496	1473	966	741	998	1119	1019	1016	1234	1064	1127
King	1504	1377	1508	1418	1367	1259	1284	1296	1351	1476	1290	1350
SFFD	8679	8211	7714	6712	7200	6568	6815	7312	7303	7084	6639	7003

Share of 911 ambulance responses resulting in transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	964	989	973	614	485	668	731	640	660	792	730	761
King	1018	911	999	893	903	839	859	880	885	956	893	895
SFFD	5762	5388	4907	4066	4434	4037	4237	4660	4682	4502	4309	4477

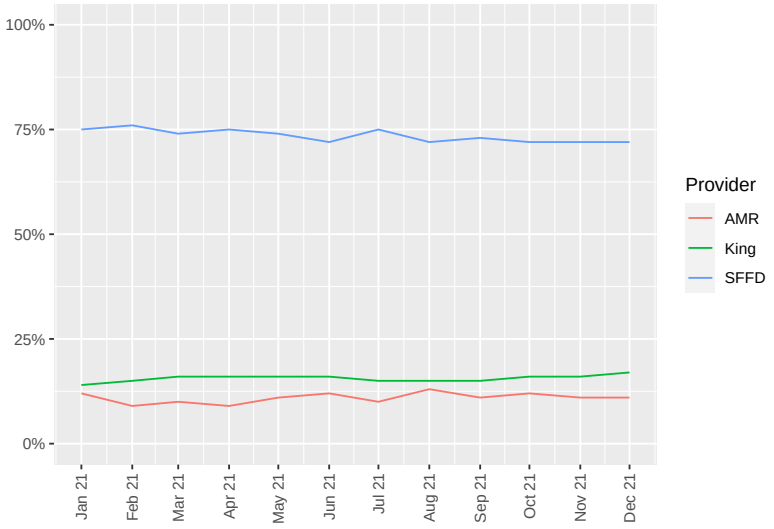
Share of 911 ambulance responses resulting in non-transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	482	507	500	352	256	330	388	379	356	442	334	366
King	486	466	509	525	464	420	425	416	466	520	397	455
SFFD	2917	2823	2807	2646	2766	2531	2578	2652	2621	2582	2330	2526

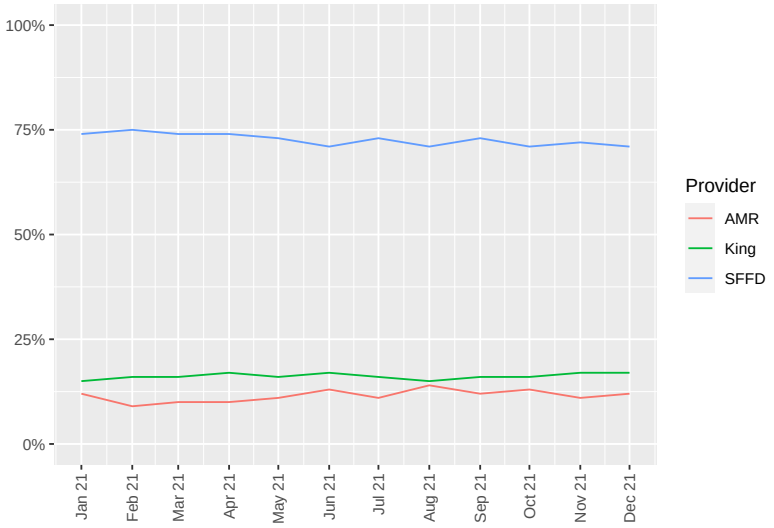
2021

Share of all 911 ambulance responses



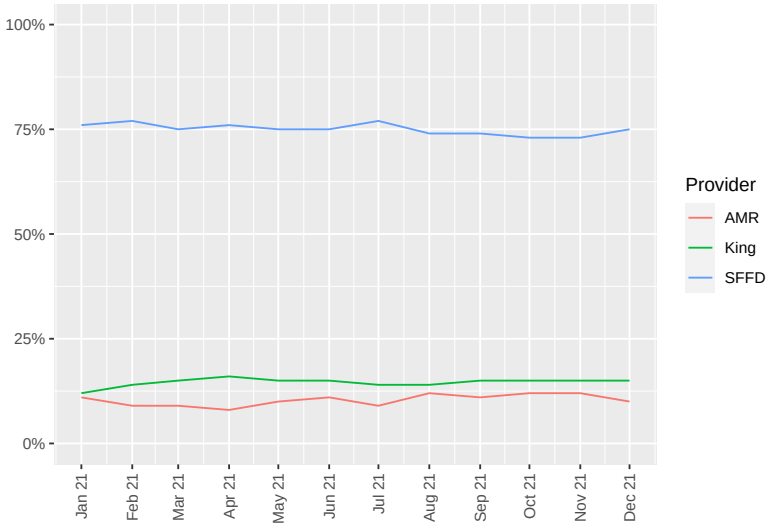
Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	1136	801	961	838	1063	1146	1052	1433	1196	1361	1192	1240
King	1364	1352	1534	1507	1512	1538	1552	1554	1616	1729	1715	1850
SFFD	7358	6647	7126	6853	7159	6970	7704	7677	7737	7922	7589	8095

Share of 911 ambulance responses resulting in transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	739	525	642	561	688	770	707	918	753	867	717	810
King	933	902	1014	985	976	1021	1035	979	1009	1090	1097	1228
SFFD	4714	4242	4607	4313	4487	4334	4776	4642	4674	4809	4611	4983

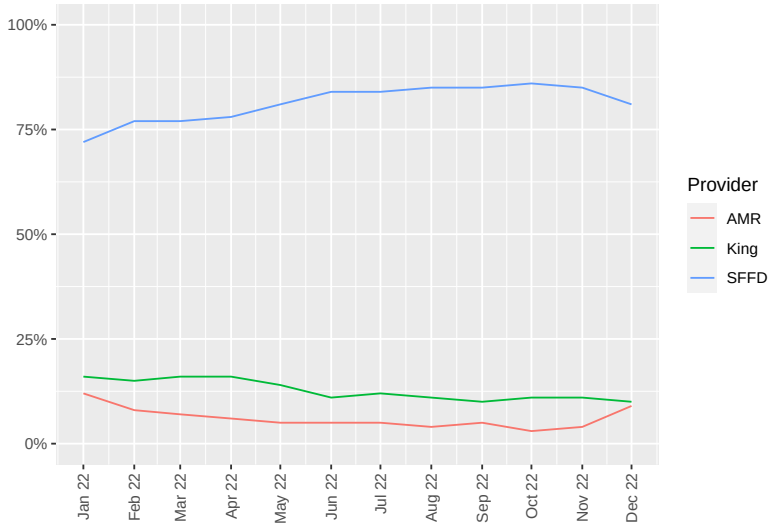
Share of 911 ambulance responses resulting in non-transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	397	276	319	277	375	376	345	515	443	494	475	430
King	431	450	520	522	536	517	517	575	607	639	618	622
SFFD	2644	2405	2519	2540	2672	2636	2928	3035	3063	3113	2978	3112

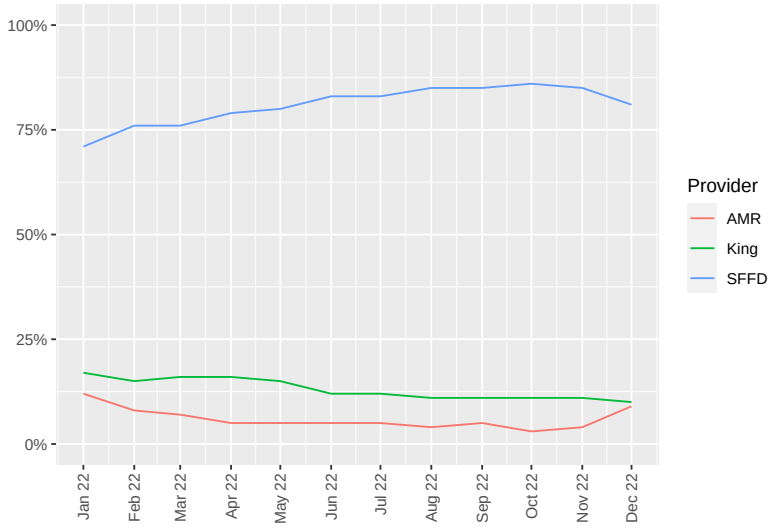
2022

Share of all 911 ambulance responses



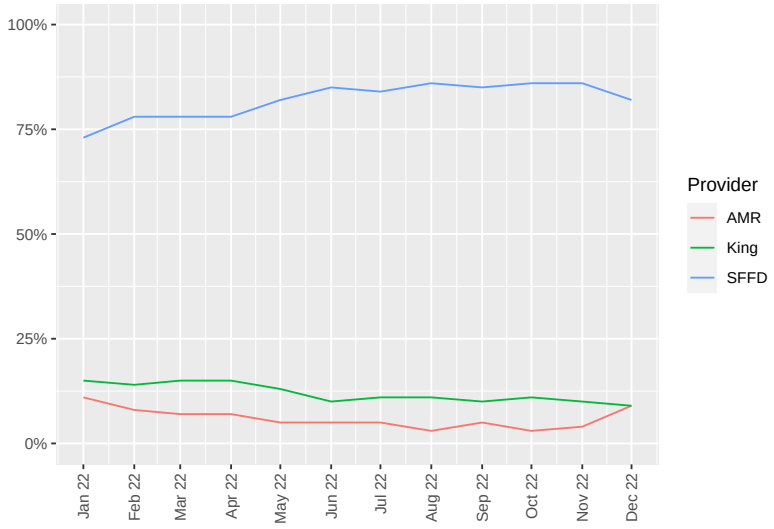
Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	1325	795	764	606	583	549	524	404	536	402	463	1097
King	1842	1417	1645	1602	1577	1212	1301	1297	1165	1266	1214	1174
SFFD	8005	7334	8065	8047	9152	9203	9343	9827	9570	10102	9515	9698

Share of 911 ambulance responses resulting in transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	859	504	476	340	373	334	309	245	302	233	286	649
King	1193	908	1059	1005	1016	772	825	776	699	741	761	752
SFFD	4913	4560	4971	5011	5537	5493	5606	5736	5536	5919	5777	5851

Share of 911 ambulance responses resulting in non-transport



Provider	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AMR	466	291	288	266	210	215	215	159	234	169	177	448
King	649	509	586	597	561	440	476	521	466	525	453	422
SFFD	3092	2774	3094	3036	3615	3710	3737	4091	4034	4183	3738	3847

EMS Response Times

2022

BLS First Response Units

Code 3

Figure 1. Quantiles of monthly BLS First Response intervals (minutes) for Code 3. Policy dictates that 90% of calls report a response time of 4 minutes and 30 seconds or less.

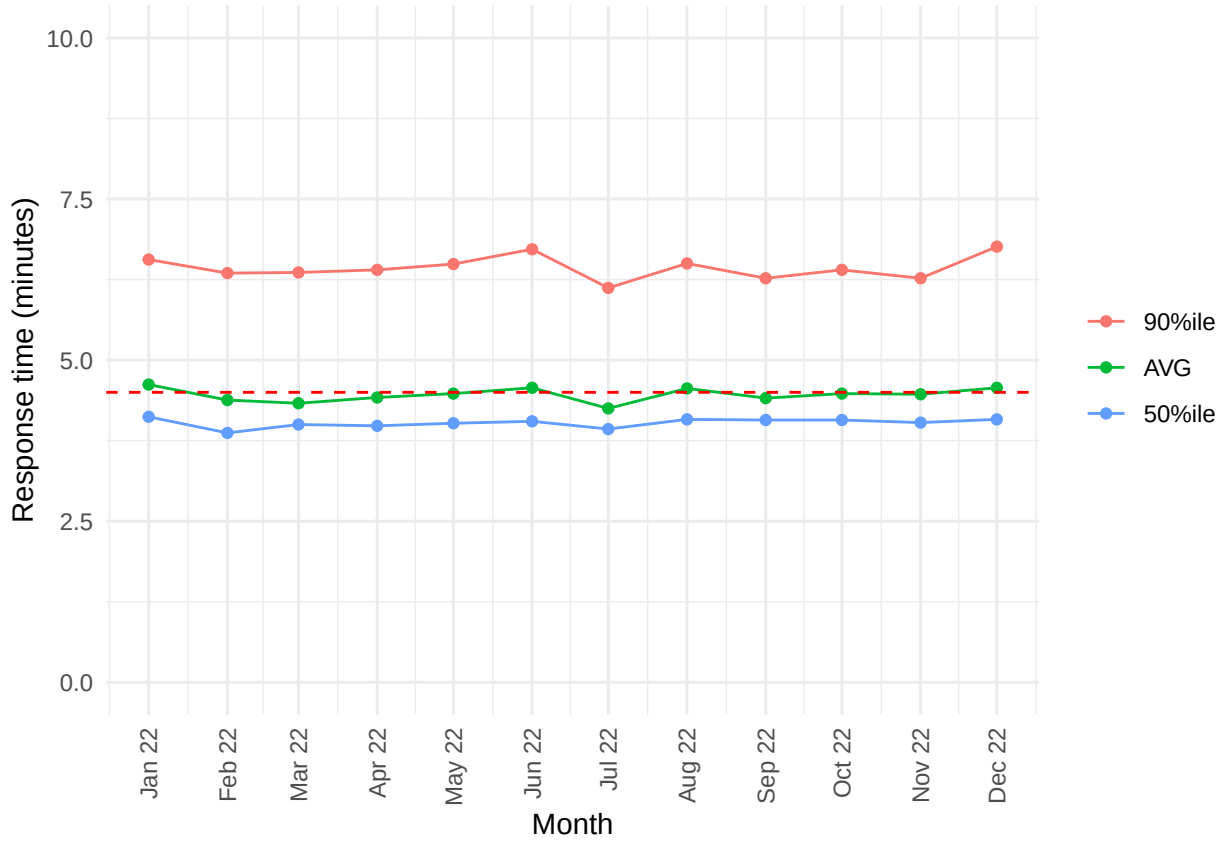


Table 1. OTP: on-time percentage. N: raw count of total calls.

Measure	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
OTP	62%	69%	65%	66%	64%	63%	66%	62%	62%	62%	64%	60%
N	744	782	768	514	883	698	805	771	680	813	770	846
50%ile	4.12	3.87	4	3.98	4.02	4.05	3.93	4.08	4.07	4.07	4.03	4.08
AVG	4.62	4.38	4.33	4.42	4.48	4.57	4.25	4.56	4.41	4.48	4.47	4.57
90%ile	6.56	6.35	6.36	6.4	6.49	6.72	6.12	6.5	6.27	6.4	6.27	6.76

ALS First Response Units

Code 3

Figure 2. Quantiles of monthly ALS First Response intervals (minutes) for Code 3. Policy dictates that 90% of calls report a response time 7 minutes or less.

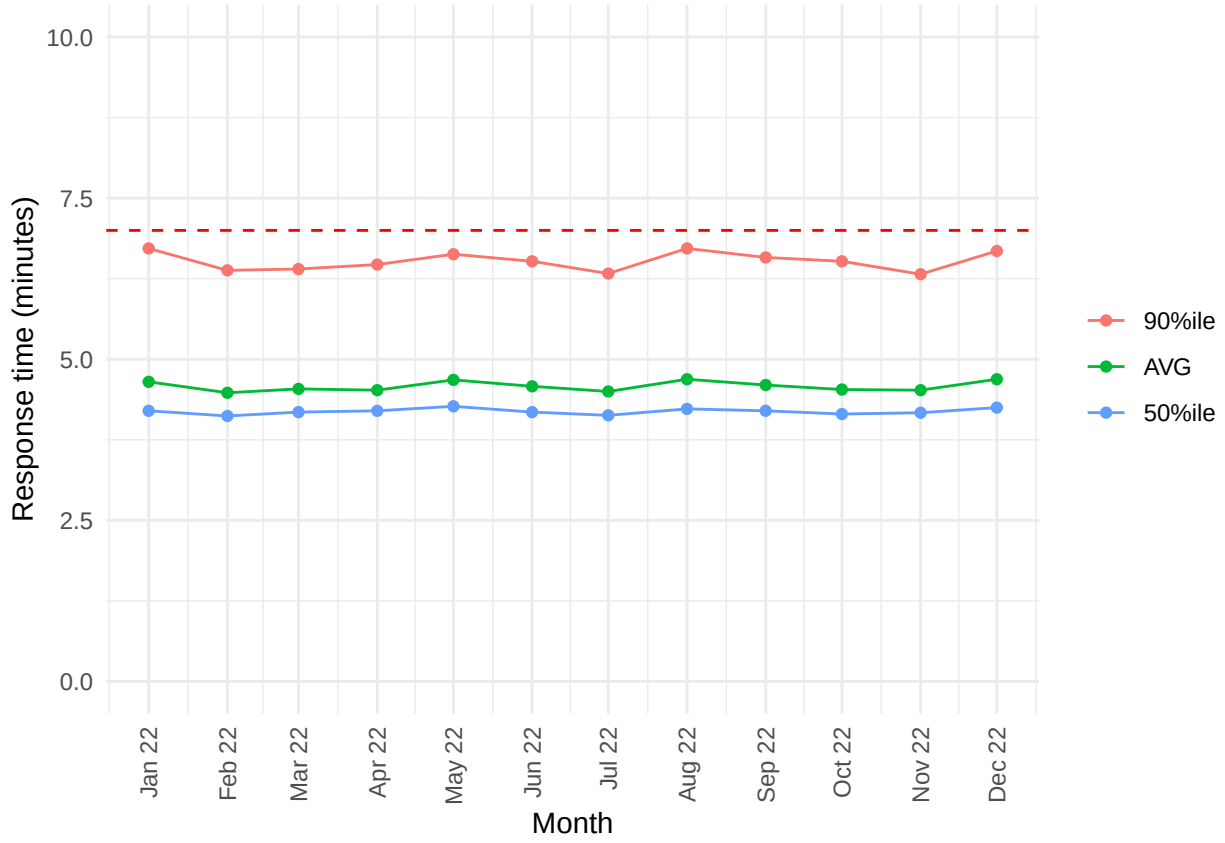


Table 2. OTP: on-time percentage. N: raw count of total calls.

Measure	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
OTP	92%	93%	93%	93%	92%	93%	93%	91%	92%	93%	93%	92%
N	4142	3480	3813	2270	3893	4045	4062	4096	4146	4113	4059	4270
50%ile	4.2	4.12	4.18	4.2	4.27	4.18	4.13	4.23	4.2	4.15	4.17	4.25
AVG	4.65	4.48	4.54	4.52	4.68	4.58	4.5	4.69	4.6	4.53	4.52	4.69
90%ile	6.72	6.38	6.4	6.47	6.63	6.52	6.33	6.72	6.58	6.52	6.32	6.68

ALS Ambulance Response

Code 3

Figure 3. Quantiles of monthly 911 ambulance response intervals (minutes) for Code 3 calls. Policy dictates that 90% of calls report a response time of 10 minutes or less.

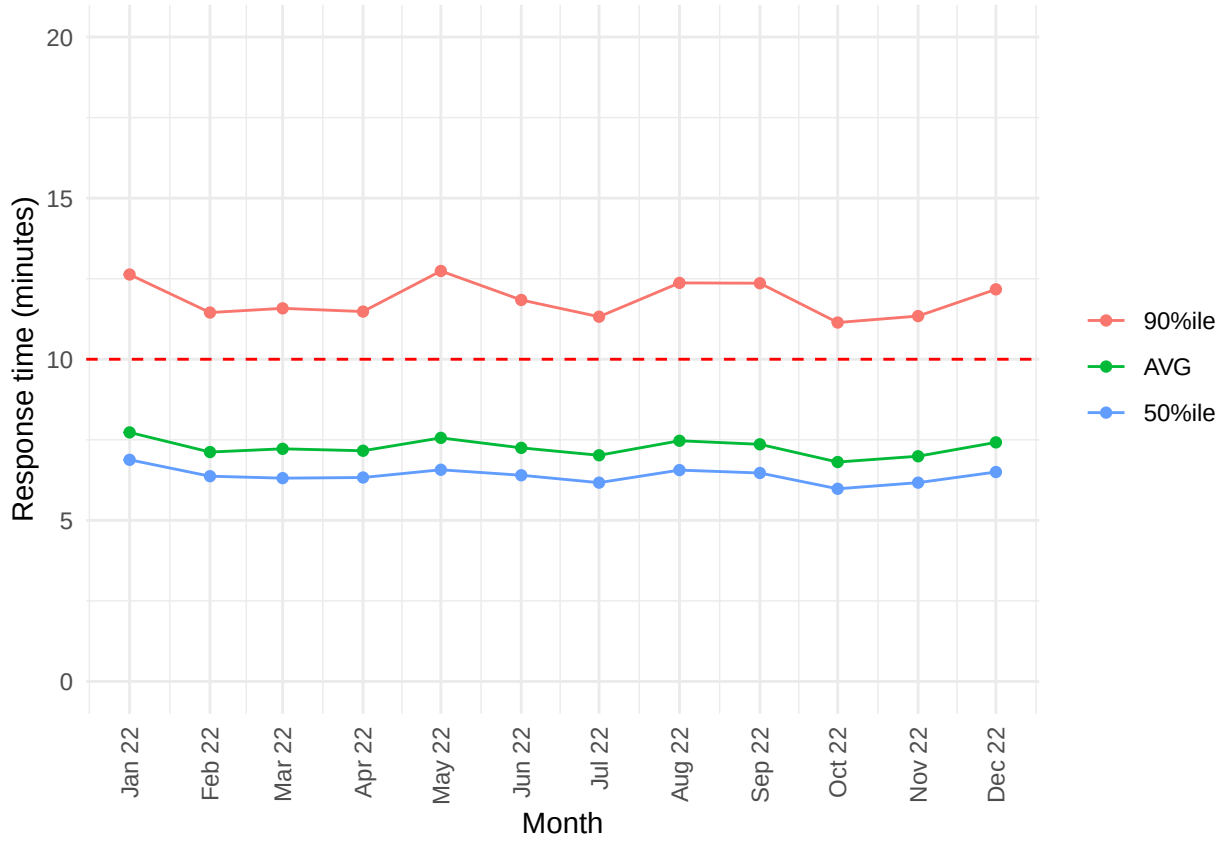


Table 3. OTP: on-time percentage. N: raw count of total calls.

Measure	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
OTP	79%	84%	83%	83%	81%	83%	85%	81%	82%	87%	85%	82%
N	4673	4114	4402	2717	4704	4607	4718	4830	4697	4877	4669	4931
50%ile	6.88	6.37	6.31	6.33	6.57	6.4	6.17	6.56	6.47	5.98	6.17	6.5
AVG	7.73	7.12	7.22	7.16	7.56	7.25	7.02	7.47	7.36	6.81	6.99	7.42
90%ile	12.63	11.45	11.58	11.48	12.74	11.84	11.32	12.37	12.36	11.14	11.34	12.17

ALS Ambulance Response

Code 2

Figure 4. Quantiles of monthly 911 ambulance response intervals (minutes) for Code 2 calls. Policy dictates that 90% of calls report a response time of 20 minutes or less.

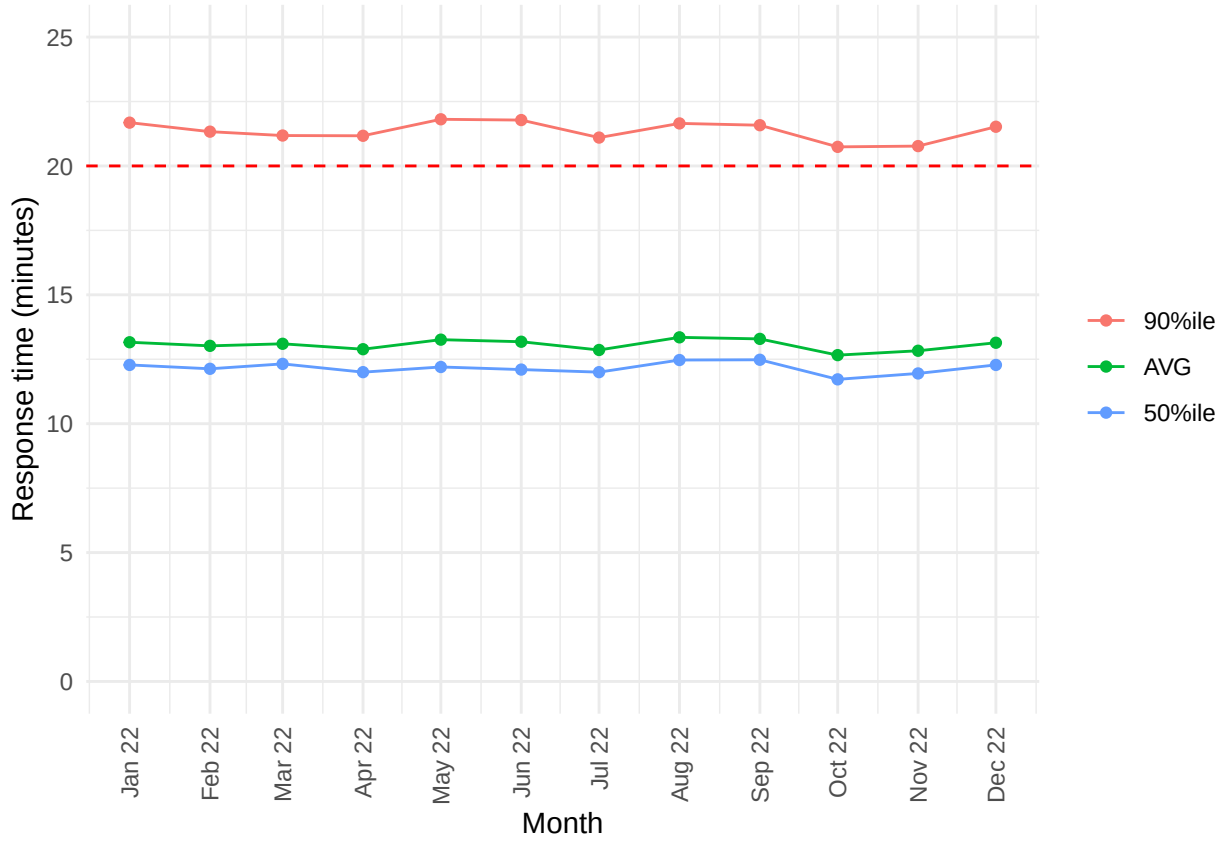


Table 4. OTP: on-time percentage. N: raw count of total calls.

Measure	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
OTP	86%	87%	87%	87%	85%	86%	87%	86%	86%	89%	88%	86%
N	4161	3671	4152	2558	4426	4200	4418	4462	4428	4785	4385	3971
50%ile	12.28	12.13	12.32	12	12.2	12.1	12	12.47	12.48	11.72	11.95	12.28
AVG	13.16	13.02	13.1	12.89	13.26	13.18	12.86	13.35	13.29	12.66	12.83	13.14
90%ile	21.68	21.33	21.18	21.17	21.81	21.78	21.1	21.65	21.58	20.74	20.77	21.52

Hospital EMS Report – December 2022

San Francisco EMS Agency
333 Valencia Street, STE 210, San Francisco, CA 94103
Phone: (628) 217-6000

Diversion, EMS transport, and APOT-1 data were extracted and reported in compliance with EMSA Policy 5020.

The tables below contain diversion metrics over a prior 13-month period.

- San Francisco's 10 adult hospitals totaled **989** hours of diversion. The first table below shows diversion hours for each hospital as a percentage of total month hours.
- **113** diversion suspension events occurred, totaling **366** hours. In the second table below, suspension hours are shown as a percentage of total month hours.
- ZSFG retains the ability to stay on diversion during suspension ("Trauma Override"). ZSFG utilized Trauma Override **73%** of the time diversion was suspended. Our goal is limiting Trauma Override to < 20% of this time.

Table 1

Hospital	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	Avg
Chinese	0.8%	3.4%	1.3%	0.7%	0.3%	0.0%	0.0%	0.0%	0.5%	0.1%	0.1%	0.2%	0.8%	0.6%
CPMC-Bernal	2.8%	6.9%	1.9%	1.2%	2.6%	4.2%	4.5%	4.0%	5.0%	5.2%	1.8%	2.8%	1.7%	3.4%
CPMC-Davies	2.1%	1.7%	0.3%	1.4%	0.9%	0.7%	0.8%	0.9%	1.2%	1.2%	0.4%	1.6%	1.8%	1.2%
CPMC-Van Ness	18.1%	17.1%	13.2%	15.4%	26.2%	20.7%	13.4%	24.2%	23.5%	15.5%	25.3%	14.8%	12.3%	18.4%
Kaiser SF	11.3%	6.8%	8.7%	16.1%	12.4%	17.5%	11.7%	8.4%	8.9%	12.2%	8.3%	13.9%	8.5%	11.1%
St. Francis	0.5%	1.5%	2.7%	0.8%	1.6%	0.7%	0.7%	0.7%	1.2%	0.4%	0.9%	1.2%	1.4%	1.1%
St. Marys	8.8%	5.6%	4.0%	5.1%	3.7%	5.1%	6.9%	5.2%	1.7%	1.8%	2.4%	2.9%	10.9%	4.9%
UCSF-Parnassus	19.3%	14.1%	27.4%	19.8%	25.5%	15.8%	22.2%	23.8%	21.5%	30.4%	25.1%	24.2%	24.4%	22.6%
VA	0.5%	1.5%	0.3%	0.3%	0.0%	1.4%	1.3%	4.8%	1.6%	1.2%	0.5%	0.5%	0.7%	1.1%
ZSFG	58.8%	66.9%	57.7%	57.9%	60.5%	76.2%	65.6%	67.8%	66.5%	66.7%	64.7%	57.6%	58.3%	63.5%

Table 2

System Measure	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	Avg
Diversion Hours	996	1032	875	976	1068	1169	1021	1144	1084	1054	1064	952	989	1033
Suspension Hours	293	272	124	176	157	293	354	364	346	269	290	371	368	283
Suspension %	39.4%	36.6%	18.5%	23.7%	21.8%	39.4%	49.2%	48.9%	46.5%	37.4%	39.0%	51.5%	49.5%	38.6%
Transports	6905	6864	5860	6425	6242	6822	6446	6613	6617	6410	6759	6688	7065	6594

Figure 1 shows average daily system diversion, by month, over the past 2 years.

Figure 1

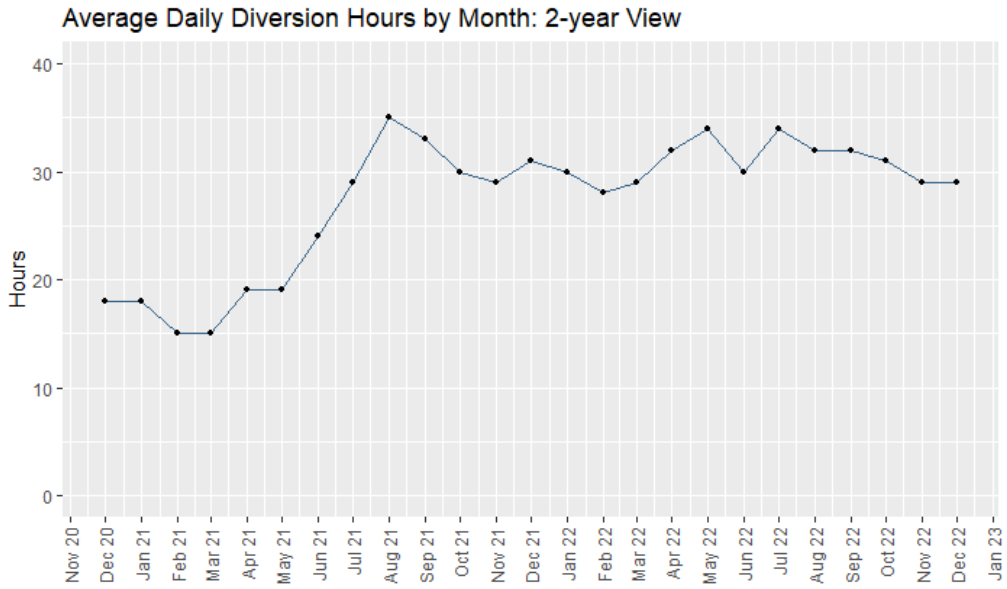
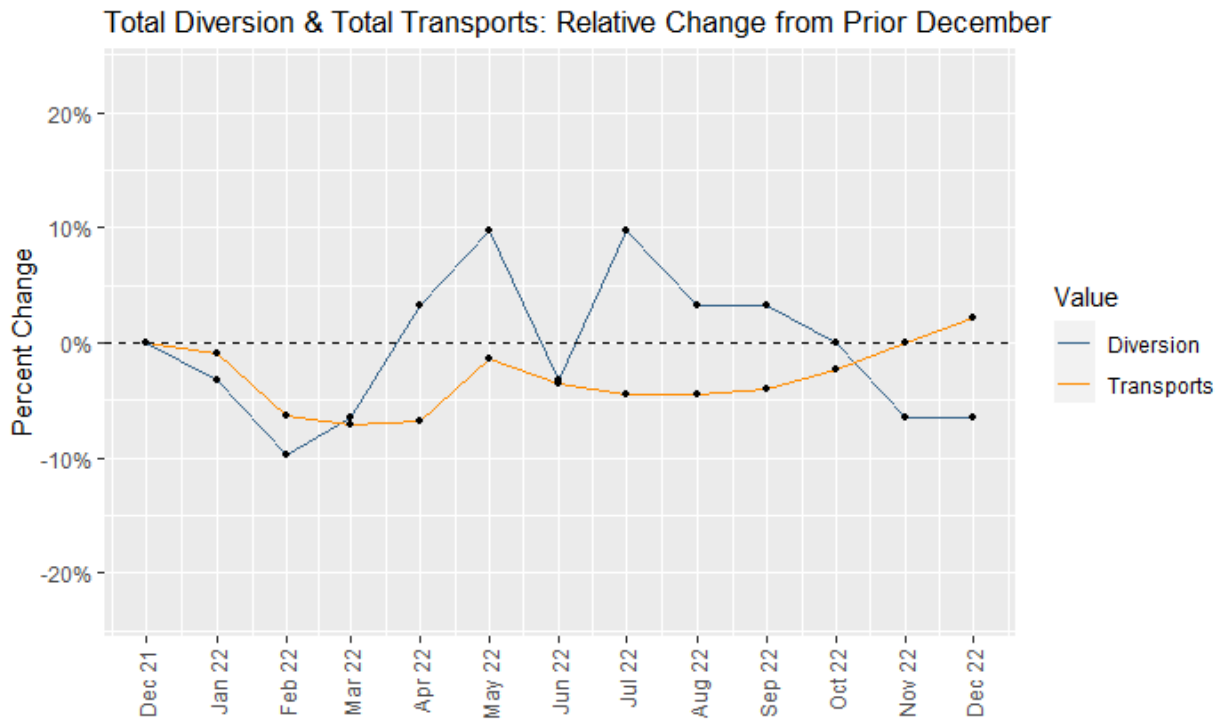


Figure 2 shows the change in system-wide diversion and EMS transports over the prior 13-month period, relative to their levels this time last year.

Figure 2



For the 10 adult hospitals, the percentage of time on diversion is compared with the proportion of EMS transports they received. The total number of transports (**7,065**) includes transports to partial receiving hospitals, out-of-county ED transports, SF Sobering Center, UCSF-Benioff, and events where the transport destination is unspecified.

Figure 3

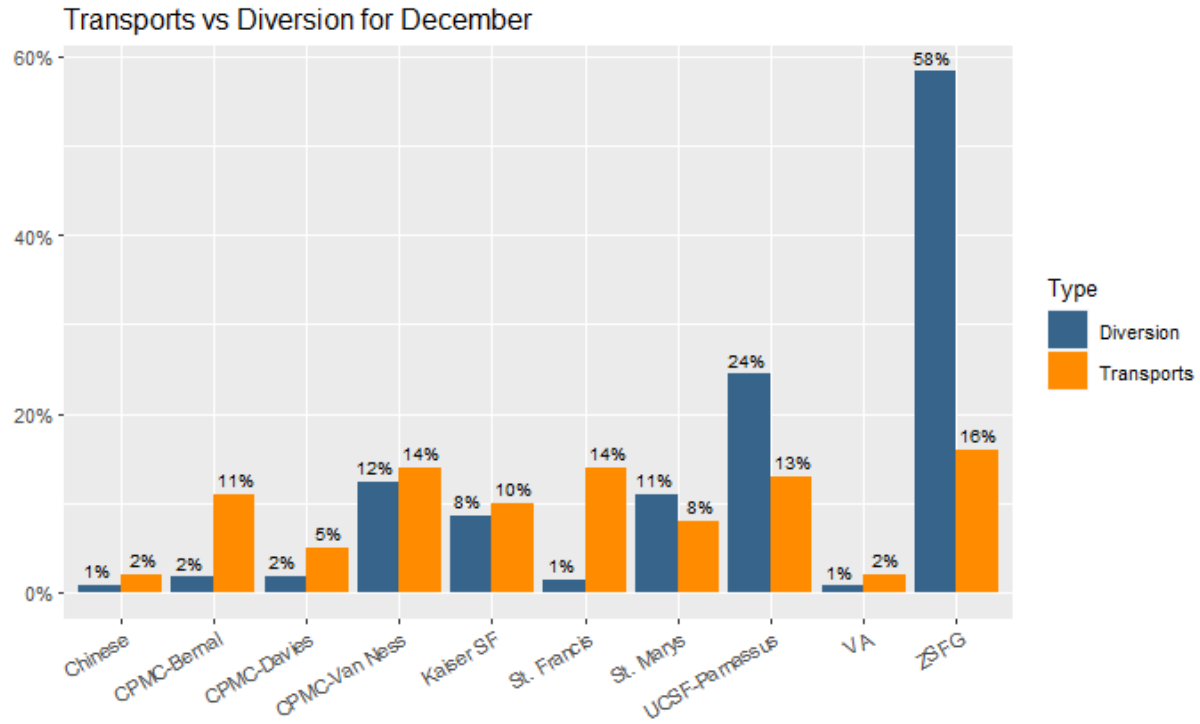


Figure 4 provides additional context to Figure 3, showing a ratio of the following: the percentage of 911 EMS transports received in relation to the percentage of San Francisco's total licensed ED beds each hospital reports. For example, if a hospital receives 15% of all 911 EMS transports and they house 10% of the total number of licensed ED beds in the city, their ratio would be 1.5 (15/10).

Figure 4

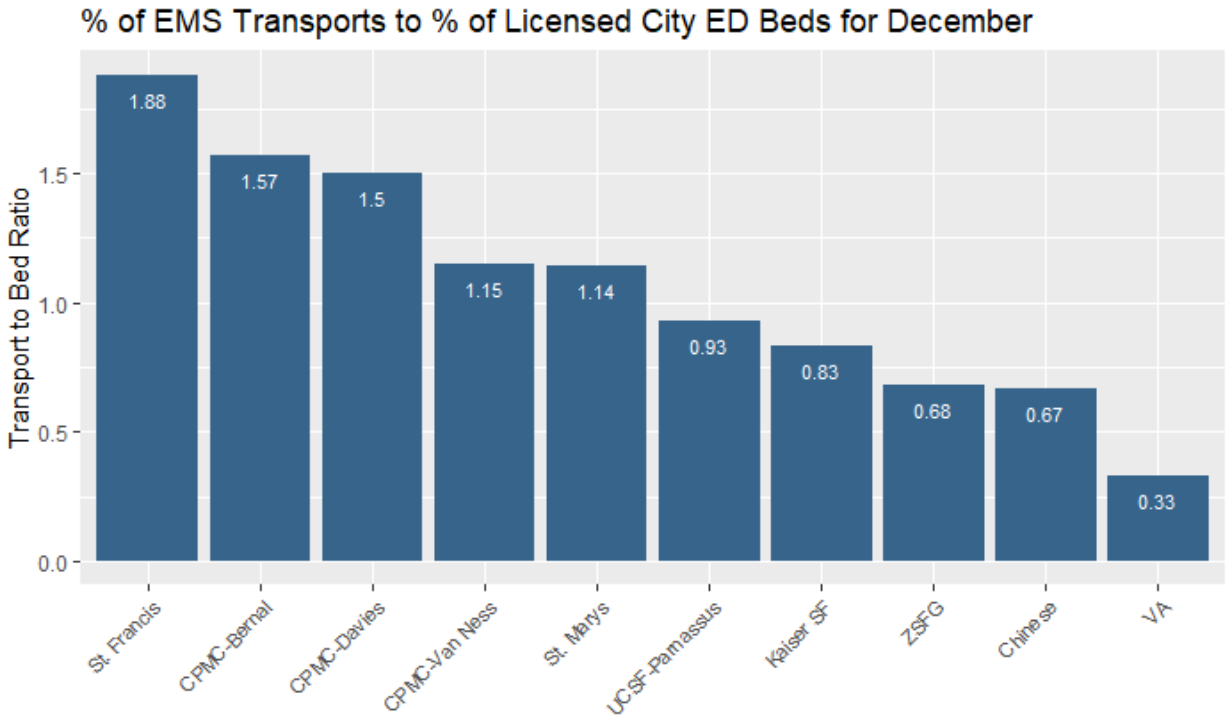


Table 3 shows 911 EMS transport volume to all receiving hospitals. Heat mapping is done row-wise to show variance in transports over time for each hospital individually.

Table 3

Destination	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	Avg	Avg %
Chinese	133	110	94	90	89	115	92	106	90	91	127	143	167	111	1.7%
CPMC-Bernal	714	736	651	705	721	815	711	724	723	689	726	660	759	718	10.9%
CPMC-Davies	367	412	309	350	379	429	364	377	361	343	361	353	379	368	5.6%
CPMC-Van Ness	867	903	846	867	815	899	894	895	814	945	861	929	1019	889	13.5%
Kaiser SF	580	669	564	589	564	613	599	570	594	559	665	608	682	604	9.2%
Kaiser South SF	64	29	49	74	60	64	47	46	70	53	52	59	47	55	0.8%
Seton	83	84	57	50	77	92	49	60	77	95	87	83	110	77	1.2%
Sobering	32	31	36	51	50	92	79	38	26	37	31	26	38	44	0.7%
St. Francis	1104	1084	855	931	929	1012	937	1051	1011	965	976	938	1021	986	15.0%
St. Marys	547	557	471	517	436	513	537	537	589	520	555	610	570	535	8.1%
UCSF-MB	93	127	83	107	114	128	102	103	112	91	135	109	129	110	1.7%
UCSF-Parnassus	948	1025	747	922	842	1012	893	930	927	824	927	916	889	908	13.8%
VA	110	104	92	82	88	108	110	88	125	120	76	95	124	102	1.5%
ZSFG	1263	993	1006	1090	1078	930	1032	1088	1098	1078	1180	1159	1131	1087	16.5%
Total	6905	6864	5860	6425	6242	6822	6446	6613	6617	6410	6759	6688	7065	6594	100.0%

Ambulance Patient Offload Time (APOT-1) is a standardized performance metric required by the California EMS Authority (Health and Safety Code 1797.120). It measures the time in minutes between an ambulance arrival at-hospital and the moment patient care is transferred to ED staff. APOT-1 is reported using the 90th percentile of aggregated offload intervals for each hospital. Heat mapping is done row-wise to show variance in APOT-1 over time for each hospital individually.

APOT-1 times are extracted from a state EMS data repository and filtered to only include transports from a 911 incident. Other transport types, such as inter-facility transports, are excluded.

Table

Hospital	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	Avg
Chinese	20	21	21	22	18	19	21	29	26	20	20	23	23	21.8
CPMC-Bernal	47	54	35	32	36	40	43	47	64	51	42	48	55	45.7
CPMC-Davies	39	52	35	30	31	32	34	39	56	45	40	48	50	40.8
CPMC-Van Ness	46	52	40	40	47	50	58	63	57	46	50	61	63	51.8
Kaiser SF	28	31	29	27	28	33	31	31	29	33	33	41	40	31.8
St. Francis	24	24	25	24	24	26	26	27	33	33	32	33	34	28.1
St. Marys	37	42	32	42	34	39	50	36	34	40	37	46	64	41
UCSF-Parnassus	40	49	40	38	36	39	45	47	41	44	44	46	63	44
VA	23	21	20	18	20	19	19	18	21	20	19	23	20	20.1
ZSFG	29	31	30	30	30	31	30	33	32	32	32	38	53	33.2

Figure 5 shows 90th percentile APOT-1 times for each hospital. The dashed line represents the standard defined in EMSA *Policy 4000.1 - Ambulance Turnaround Time Standard* of ≤ 20 minutes for 90% of EMS arrivals.

Figure 5

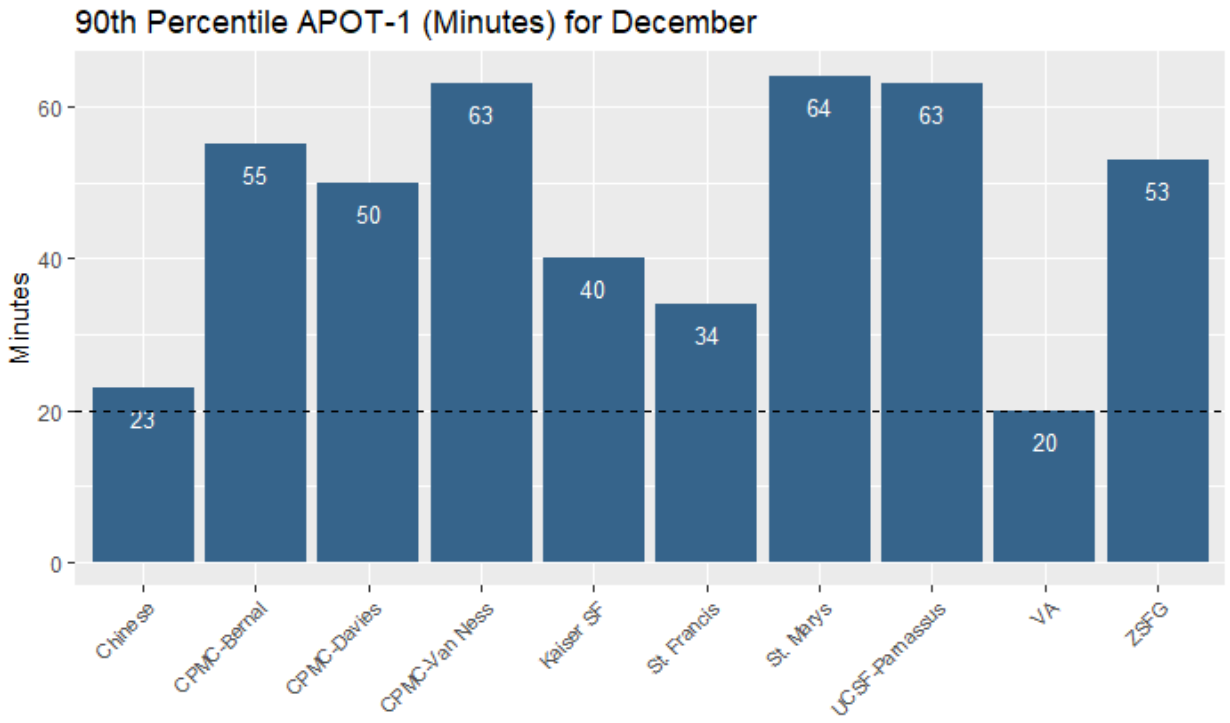
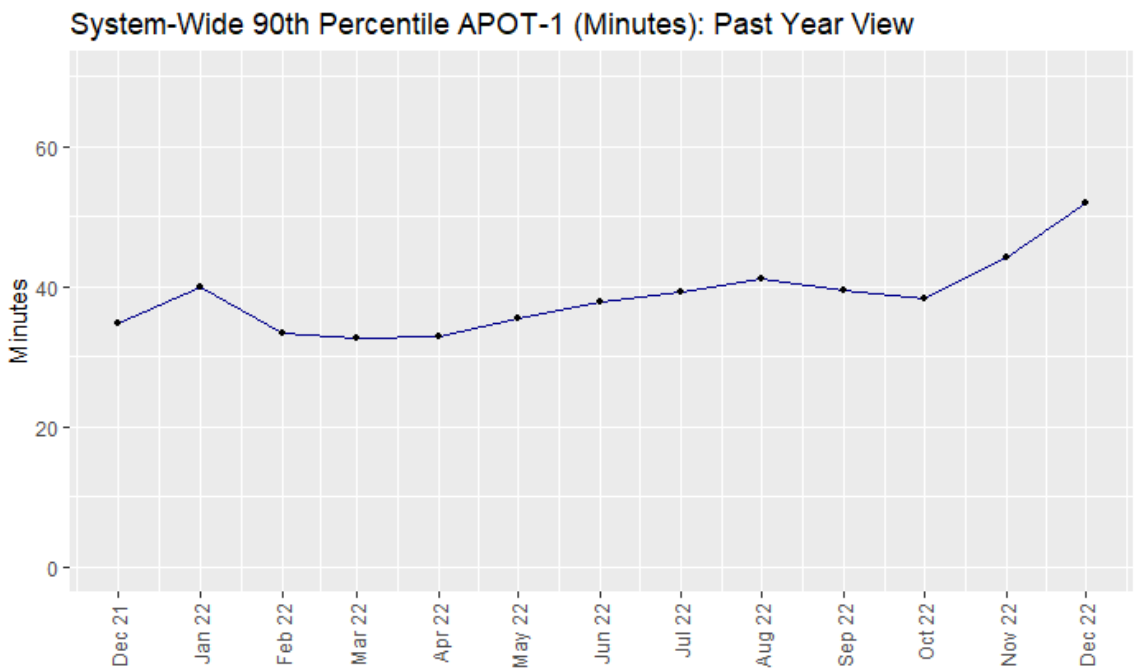


Figure 6 shows the aggregate 90th percentile APOT-1 for all 10 adult hospitals.

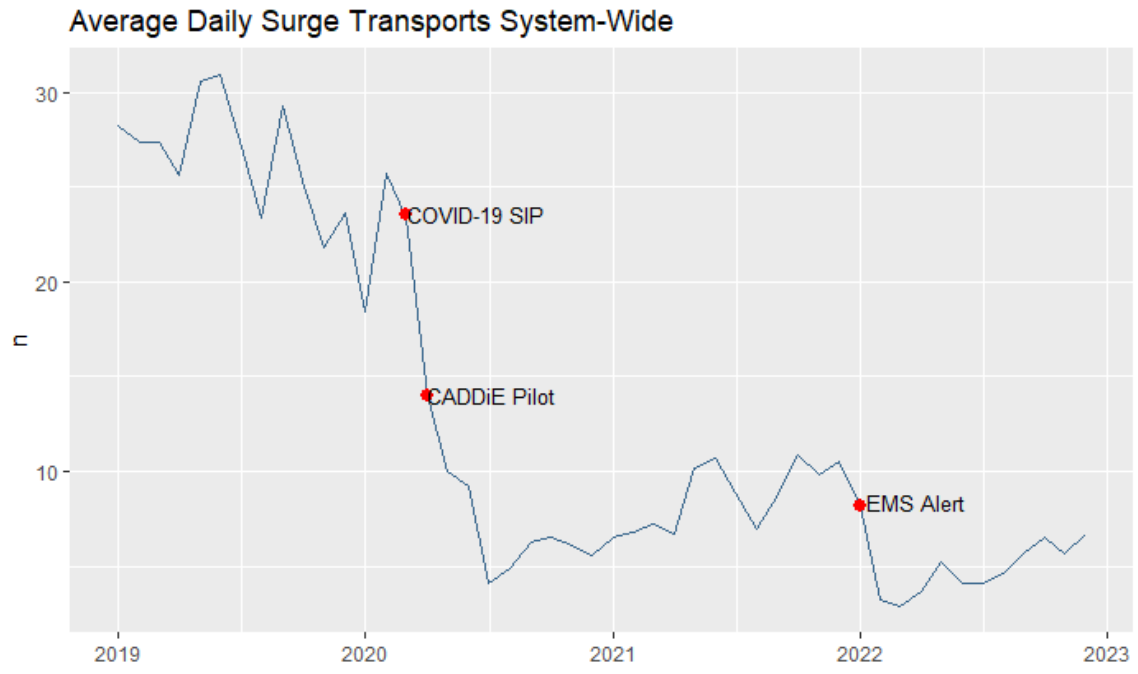
Figure 6



EMS Alert is a locally developed feature for preventing ambulance surge events. It incorporates real-time ambulance transport, arrival, and past-hour volume data to redirect ambulances when a hospital exceeds a threshold relative to their ED capacity (more information on EMS Alert can be found here). "Surge Transports" are transports to a hospital *after* EMS Alert conditions were met or would have been met in time periods prior to the feature's adoption. This does not include the ambulance that triggered the Alert, only those transporting after.

Figure 7 shows the average daily number of Surge Transports for each month since January 2019. Noted are the months in which the COVID-19 shelter-in-place order was issued, when the CADDiE Pilot began, and when EMS Alert became active in January 2022.

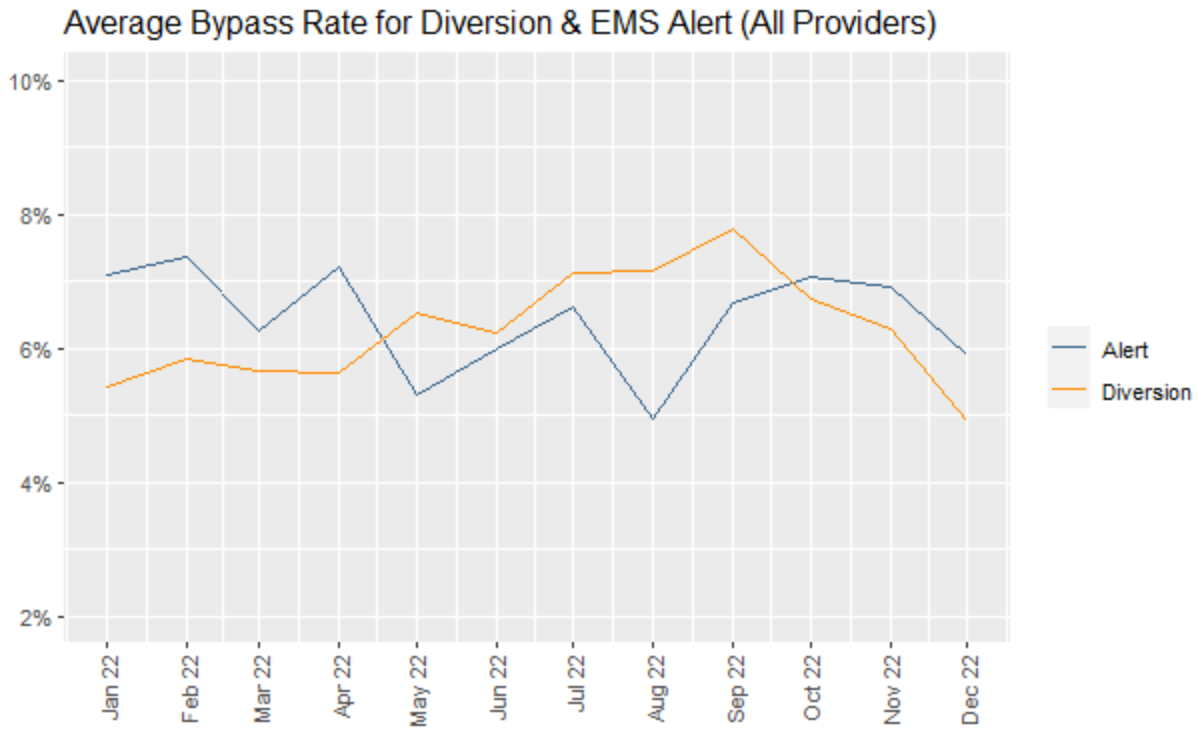
Figure 7



Figures 8 and Table 5 below examine compliance with EMS Alert. For the purpose of this report, a "non-compliant" transport is one that bypasses Alert with a patient who does not meet exemption criteria (e.g. specialty care, critical medical, etc.).

A challenge in measuring compliance is accurately identifying - at the individual patient level - whether a transport met qualifying exemption criteria given limited prehospital data. For this reason, the Diversion bypass rate is used for comparison since criteria for bypassing both is similar. The plot and table below show the average bypass rate of Code 2 transports for both Diversion and Alert during times when one or more hospitals is on Diversion/Alert, respectively. We would expect similar bypass rates for both.

Figure 8



EMS Alert bypass rates are calculated for each 911 EMS provider agency. Of all Code 2 transports performed by each provider when one or more hospitals were on EMS Alert, this is the percentage of transports that bypassed an EMS Alert .

Table 5

Provider	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	Avg
AMR	8.0%	8.1%	6.7%	8.4%	4.4%	8.4%	14.3%	8.5%	9.7%	12.7%	7.7%	7.3%	8.7%
King	7.9%	4.2%	6.6%	5.3%	3.8%	3.5%	4.9%	2.3%	6.0%	4.6%	4.8%	4.1%	4.8%
SFFD	6.7%	8.0%	6.3%	7.6%	5.7%	6.2%	6.5%	5.1%	6.6%	7.1%	7.2%	5.9%	6.6%

City and County of San Francisco
London Breed, Mayor

Department of Emergency Management
Emergency Medical Services Agency

Date: November 10, 2022

To: San Francisco EMS Providers
DEM Division of Emergency Communications
San Francisco Receiving Hospitals

From: John Brown MD, MHOAC & San Francisco EMS Agency Medical Director
Andrew Holcomb, EMS Director

DocuSigned by:
John Brown
DD821142FB724F0...

Cc: Mary Ellen Carroll, Executive Director, Dept. of Emergency Management
Robert Smuts, DEC Deputy Director, Dept. of Emergency Management

Subject: **911 Response BLS Tier 1-year Pilot (Effective 1200 November 11, 2022)**

The San Francisco EMS Agency (EMSA) received approval of the annual EMS Plan on November 7, 2022. As part of the EMS Plan submission, the San Francisco EMS Agency proposed a small-scale 911 BLS EMS tier under the following:

1. BLS Pilot would be 24/7 for a 1-year period upon approval of 2022 EMS Plan. Different from COVID-19, BLS 9-1-1 response would include only current 3, 9-1-1 Exclusive Operating Area (EOA) EMS Providers for day-to-day operations. Only 4 EOA BLS ambulances will be allowed in the system at any given time. The option to add additional units may occur upon review of 1 year of data and feasibility.
2. Should an EMS call surge occur, normal mutual aid escalation will occur with in-county, non-9-1-1 BLS providers being authorized and eligible for calls.
3. Review of call determinants for BLS response through continued Quality Improvement review.

No changes have been made to BLS response, turnover, or call type response under the 911 BLS Tier pilot except that it must be a 911 EOA Provider and a limit of 4 units. BLS can respond similarly to when BLS response has previously been preapproved for a major city-wide event or a surge in EMS calls.

BLS units may be utilized in the following priority sequence:

1. Code 2 calls with or without an ALS engine
2. Code 3 calls with an ALS engine if no ALS ambulances are available
3. Code 3 calls without an ALS engine if no ALS engines and ambulances are available

ALS responders may turn over a patient after a full ALS assessment identifies the patient as requiring BLS transport and care only. Policy 8000, Appendix D can be used as a reference to assist with determination of ALS criteria. All other mutual aid escalation measures remain unchanged and a ReddiNet message will be posted should escalation be needed (ie In-county BLS, Out-of-county ALS/BLS, Strike teams). Any unit supplied by a non-911 provider during mutual aid escalation shall be assigned a unit identifier by DEC. Please call the Dispatch Supervisor 415-558-3268 for logging into EMS system. For any questions, please contact the EMS Agency.

Frequent Asked Questions (FAQs) Regarding Above BLS Authorization
EMSA has received a few clarification questions regarding current policies, how BLS authorization applies, and implementation. EMSA will address them as part of a FAQs. Should providers have additional questions, please email or contact EMSA. EMSA will update the FAQs every memo release. **This information shall remain in effect for duration of BLS authorization. Not all circumstances may be covered by EMSA Policies and FAQs when BLS is authorized. ***If a specific issue is not directly addressed within EMSA policy, providers shall use medical decision-making that supports professional judgement, patient advocacy, and consideration for the best interest of patient care.*** For unusual or unique occurrences, please complete an Exception Report.**

FAQs – <u>Field Crews</u>:
Can a BLS Unit complete PDT (Patient Declines Transport) or AMA (Against Medical Advice) Documentation for a 911-call?
Yes. Follow your standard process to determine patient capacity to understand the risk of refusal. BLS units shall make Base Hospital contact with the following script to identify the call as a PDT/AMA for a BLS unit.

"This is BLS Unit XX contacting you for a PDT. I am an BLS Provider. I am with a (insert patient details here per EMSA Policy 3020 – Field to Hospital Communications)…"

The Base Hospital has been notified and are expecting these call-ins. If the BLS crew has questions about capacity or determination of capacity of the patient, the crew shall contact the Base Hospital Physician and/or request an ALS Assessment. The Base Hospital has been notified that BLS units are limited to BLS level assessments.

Do I need to transport with a second Paramedic (EMT-P) as listed in Policy 4041, Section 3(c) if a BLS ambulance responds to a high-acuity call?
Every reasonable attempt should be made to have a second EMT-P with a condition listed in Policy 4041, Section 3(c). However, if the response time of a second EMT-P delays an emergent patient transport to a Receiving Hospital, the BLS ambulance may transport with a single EMT-P. Please document a reason as to why a second EMT-P did not accompany the patient within prehospital documentation narrative.

What is considered an ALS call?
Refer to EMSA Policy 8000, Appendix D to determine the difference between an ALS and BLS call. If a provider is unsure if a patient is ALS or BLS, please call for ALS assistance.

What if ALS assistance is delayed or unavailable based on system ambulance levels and a BLS ambulance is on scene?
Please follow Policy 4041, Section III, 3(e) – "On-viewed" Incidents, BLS Units on Scene of ALS Acuity Patients.

Can an ALS responder turn over a BLS patient?
During the pilot period, yes. ALS responders may turn over a patient after a full ALS assessment identifies the patient requires BLS transport and care only.

Can a BLS provider stand-by for an OME case?
OME cases should first request law enforcement to standby. Should EMS personnel need to standby at an OME case, transport ambulances should be prioritized to return to service. However, OME standby cases are more appropriate for ALS resources to pronounce with utilization of ALS equipment (ie cardiac monitor for EKG strip). BLS resources can standby following pronouncement from an ALS crew. If an ALS intervention is performed (ie determination of death via EKG strip), ALS should write the determination of death documentation. Should a BLS crew encounter a patient with obvious signs of death per EMSA Policy 4050 – Death in the Field, the BLS crew shall contact the Base Hospital for consultation.

How does an ALS engine know if an ambulance crew is ALS or BLS staffed?
A BLS ambulance crew shall identify themselves on scene to the ALS EMT-P as being a BLS ambulance. DEC will try to broadcast on air to an ALS engine that a BLS unit is en route to a medical call. All BLS ambulances from King American and AMR have an identifier in the 200-series (e.g. AM217, KM206, etc.) If EMS mutual aid is authorized, crews will have 'BLS' or 'ALS' as part of their identifier (BLS801, ALS901, etc.)

Does an ALS engine need to write a full Patient Care Report (PCR) if turning over care to a BLS crew for transport?
An ALS engine EMT-P can document the call utilizing the EMS 100 First Responder Form.

FAQs – <u>Dispatch Center</u>:
Do I dispatch ALS ambulances only and then BLS ambulances once no ALS are available?
No. BLS ambulances should be primarily dispatched to low-acuity code-two calls. If a call is appropriate for a BLS ambulance, the BLS ambulance can be dispatched regardless of how many ALS ambulances are available. Please avoid sending resources across San Francisco when closer and more appropriate units are available. Avoid using ALS ambulances on low acuity calls when BLS ambulances are in the area of the call.

If I dispatch a BLS ambulance, do I always need to assign an ALS engine?
No. Low acuity calls (*e.g.* alpha and bravo-level determinants) are generally appropriate for BLS ambulances to handle. EMSA provides guidance on ALS vs BLS calls in policy as listed above. If in doubt or unsure whether a patient needs an ALS assessment, care, and/or transport, consult the on-duty RC and/or call for ALS assistance.

Can I send a BLS ambulance to a Code 3 call?
A BLS ambulance may be dispatched to a Code 3 incident if no other resources are available or if the BLS ambulance is significantly closer than any other ALS ambulance to the incident. A non-transport ALS resource could ride with the BLS ambulance to a Receiving Facility as opposed to waiting for a long ALS ambulance response.

What about unit identifiers?
All BLS ambulances from King American and AMR have an identifier in the 200-series (AM217, KM206, etc.) If EMS mutual aid is authorized, crews will have 'BLS' or 'ALS' as part of their identifier (BLS801, ALS901, etc.) as assigned by DEC supervisor.

FAQs – <u>Base Hospital:</u>
Can a BLS provider sign out a patient AMA?
Yes, follow your standard process to determine patient capacity to understand the risk of refusal. BLS provider assessments can include a blood glucose level where appropriate. It is recommended that you speak directly to a patient where feasible to independently verify the determination that the patient has capacity by the BLS provider.

What does Base Hospital do if I don't think the patient has the capacity to safely AMA?
Request that the unit utilize standard backup mechanisms, such as a paramedic supervisor or law enforcement personnel to assist brining a patient without capacity to understand the risk of refusal of care to a hospital emergency department for further evaluation. Recommend the crew use Policy 4040 Appendix 3 as a resource.

What do I do if I have a problem with a BLS provider who has contacted the base hospital for consultation?
Ask for their ambulance company name. Complete the Base Hospital Physician form and speak with the Charge Nurse to contact a paramedic supervisor from the appropriate ambulance provider to call you to take a report. Notify the Base Hospital Coordinator of your concern (by email or by checking the box for case review and list your concern on the BH MD form).

City and County of San Francisco
London Breed, Mayor

Department of Emergency Management
Emergency Medical Services Agency

Date: March 23, 2023

To: San Francisco EMS Providers
DEM Division of Emergency Communications

From: Kayleigh Hillcoat, Deputy Director of Operations, EMS Agency
John Brown MD, MHOAC & San Francisco EMS Agency Medical Director EMS Director for JB

Subject: BLS Ambulance Requests for "Code Two" ALS Assistance; BLS Posting

The San Francisco EMS Agency convened a "BLS Workgroup" with representatives from American Medical Response (AMR), King American (KA), the San Francisco Fire Department (SFFD) and the Division of Emergency Communications (DEC) to address operational feedback on the current BLS Pilot.

The workgroup recommendations below will go into effect on Friday March 24, 2023. Additional modifications may be made in the future. Providers are encouraged to submit feedback through their supervisor.

Requests from BLS Ambulance Crews for "Code Two" ALS Assistance

If a BLS ambulance crew determines that "code two" ALS assistance is necessary for patient evaluation, treatment or transport, a crew member should request an "ALS Assist" through the DEC Dispatcher.

DEC should "special call" the assisting unit in the following order of preference:

1. ALS Ambulance, if available
2. Quick Response Vehicle (QRV), if in the downtown catchment area
3. "BASEMD" field unit (if in service; hours will be listed on the day's Chiefs List) **for physician assessment and/or AMA only**

If none of the resources above are available:

4. Advise the BLS crew to contact their EMS Supervisor (AMR crews will call AM505; KA call KM510); crew should advise DEC whether supervisor is responding.
    a. Private EMS Supervisors are responsible for updating their status with DEC when assigned to an incident.

If private supervisor also unavailable:

5. "Special call" an ALS engine.

The guidance above applies to "Code Two" requests only. If emergency ALS assistance is needed, continue to dispatch the closest ALS asset, along with any other necessary resources, "Code Three".

Engine Delayed at Hospital

If an engine company assists a BLS ambulance crew with "code two" transport to a receiving center and subsequently experiences a delay in patient offload greater than 20 minutes, the ambulance crew should contact their EMS Supervisor to relieve the engine medic.

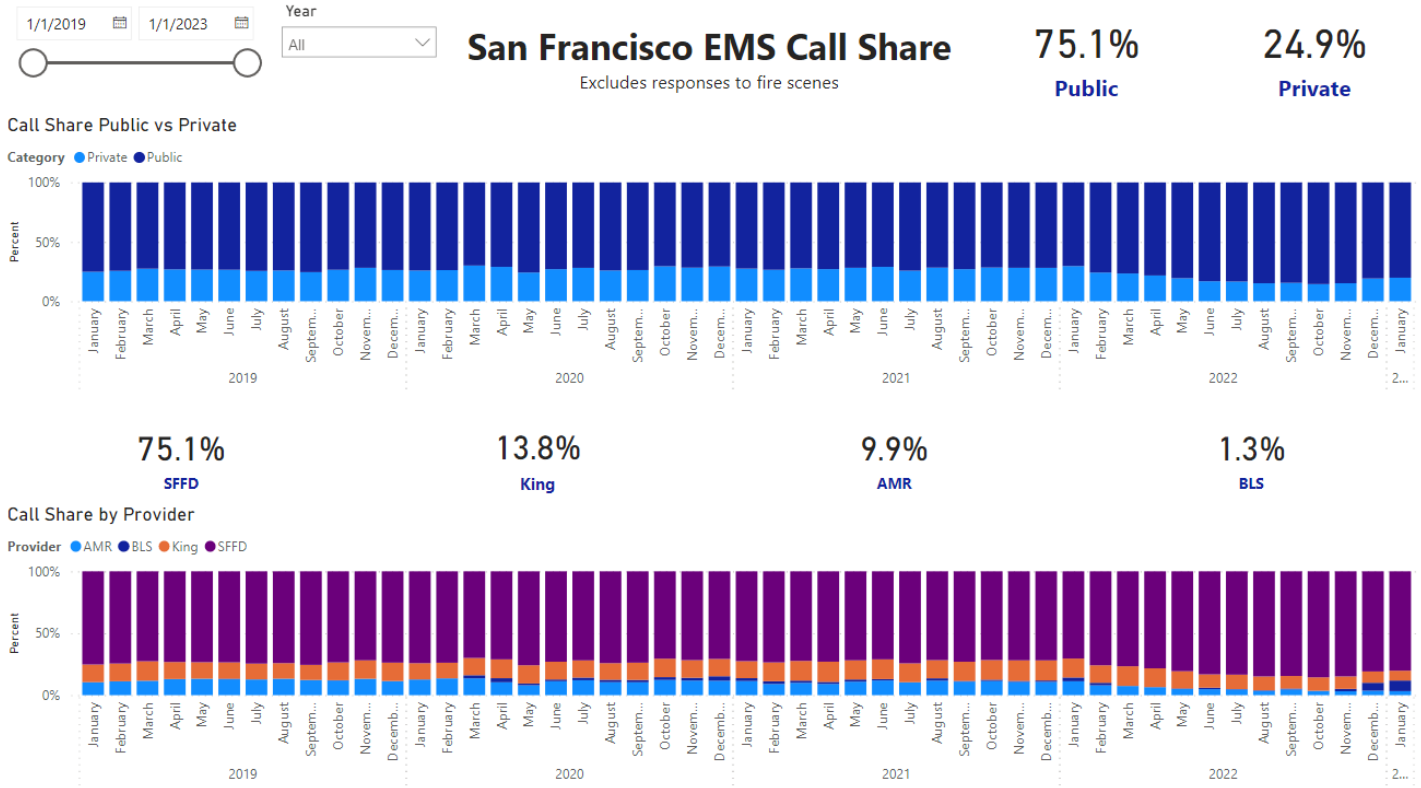
BLS Ambulance Posting

"Oak/Franklin" should be covered by two BLS ambulances.
Once the requirement above is satisfied, post any additional BLS ambulances at "Market/Castro".

BLS 911 Utilization (2022)

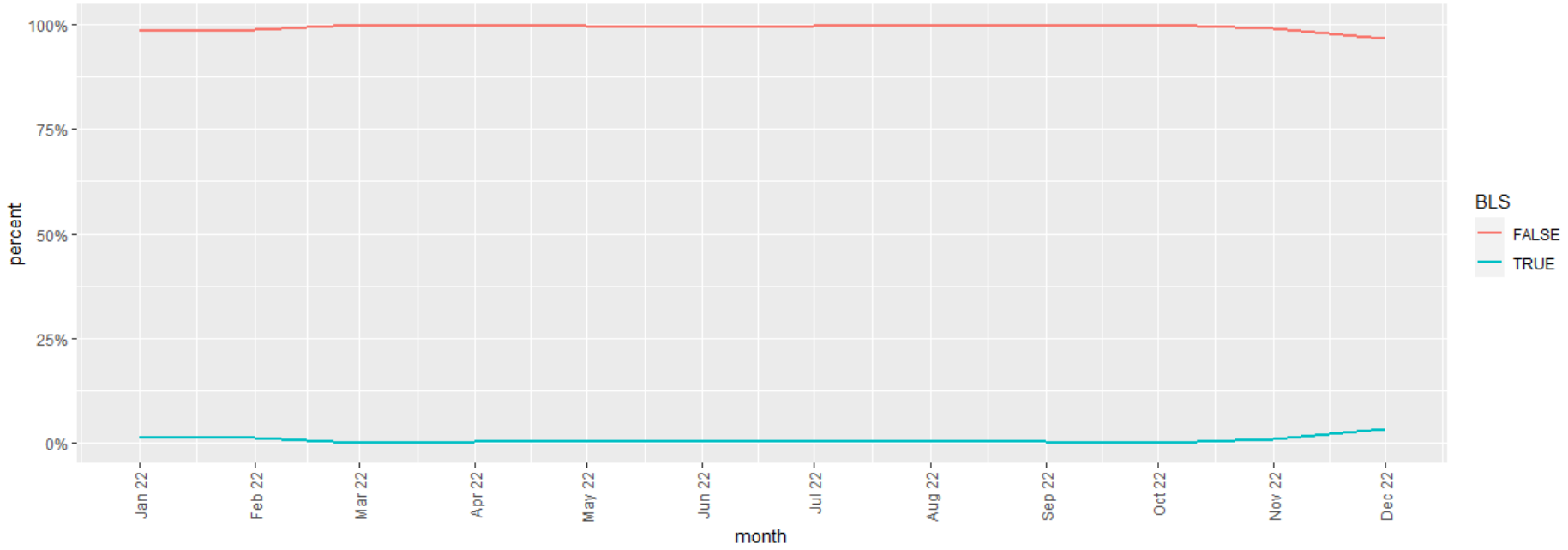
EMS Call Share Dashboard

- Will be made available for system partners shortly.
- Ability to look at public/private call share and provider-level call share – including BLS – between desired time windows.
- 2022 saw a downward trend in the share of calls responded to by private providers, but a greater percentage of the private call share being responded to by BLS resources, especially toward the end of the year.



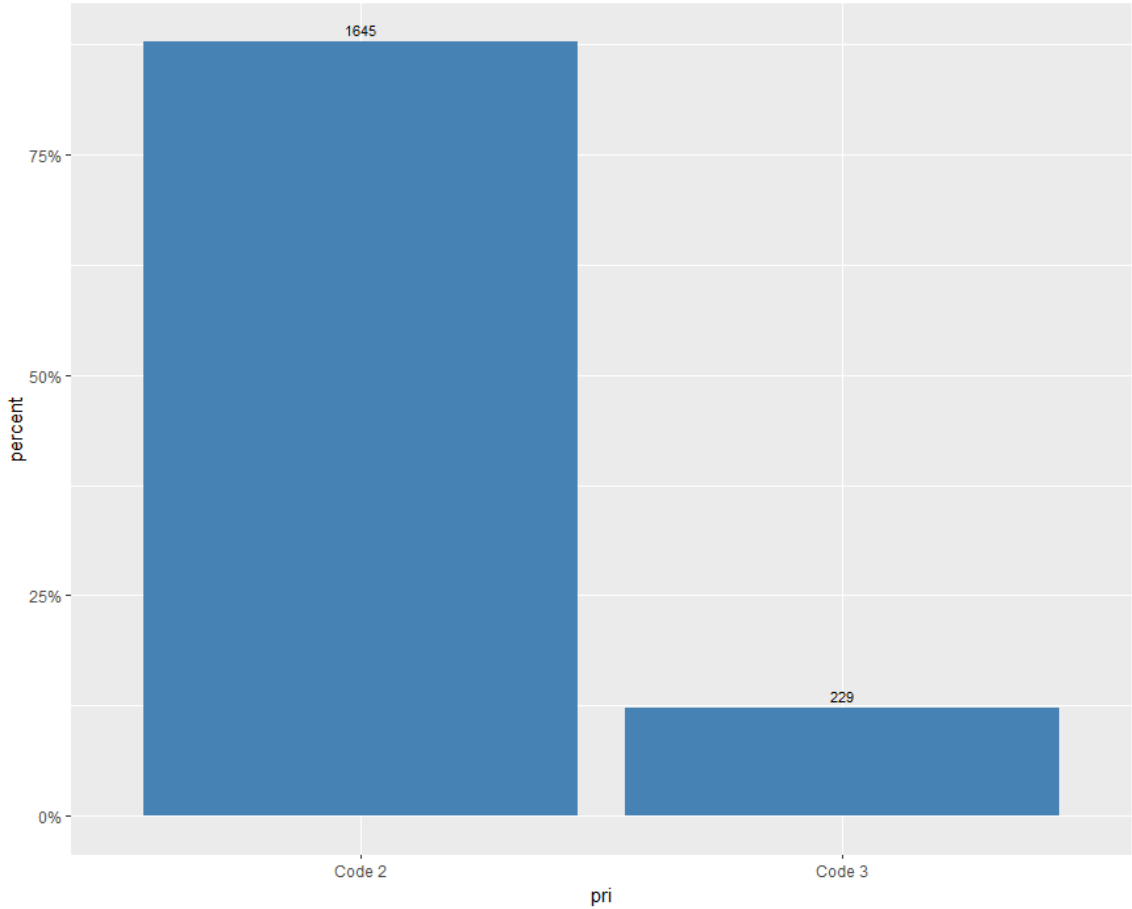
BLS Response 2022 Summary

- BLS responded to 1,874 incidents (average of 5.1 per day)
- BLS arrived on scene to 85.1% of incidents they were dispatched to and were cancelled or replaced on the remaining 14.9%



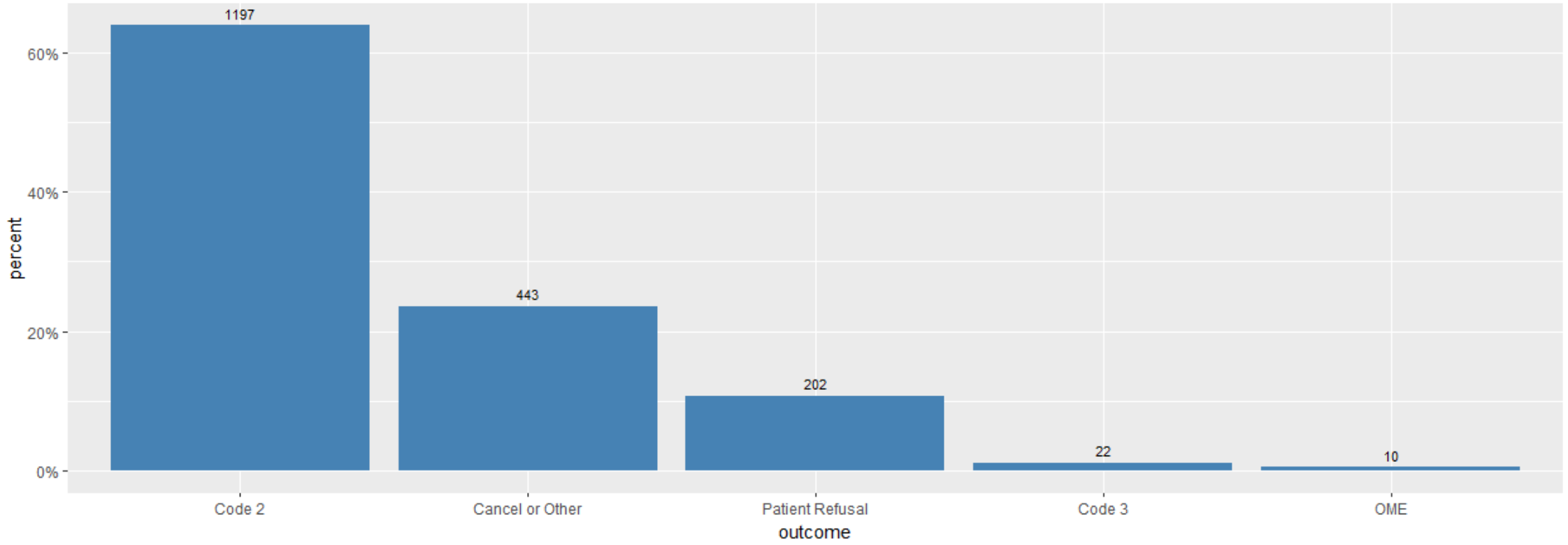
BLS Responses by Dispatch Priority

- Code 2 Dispatch = 87.8%
- Code 3 Dispatch = 12.2%



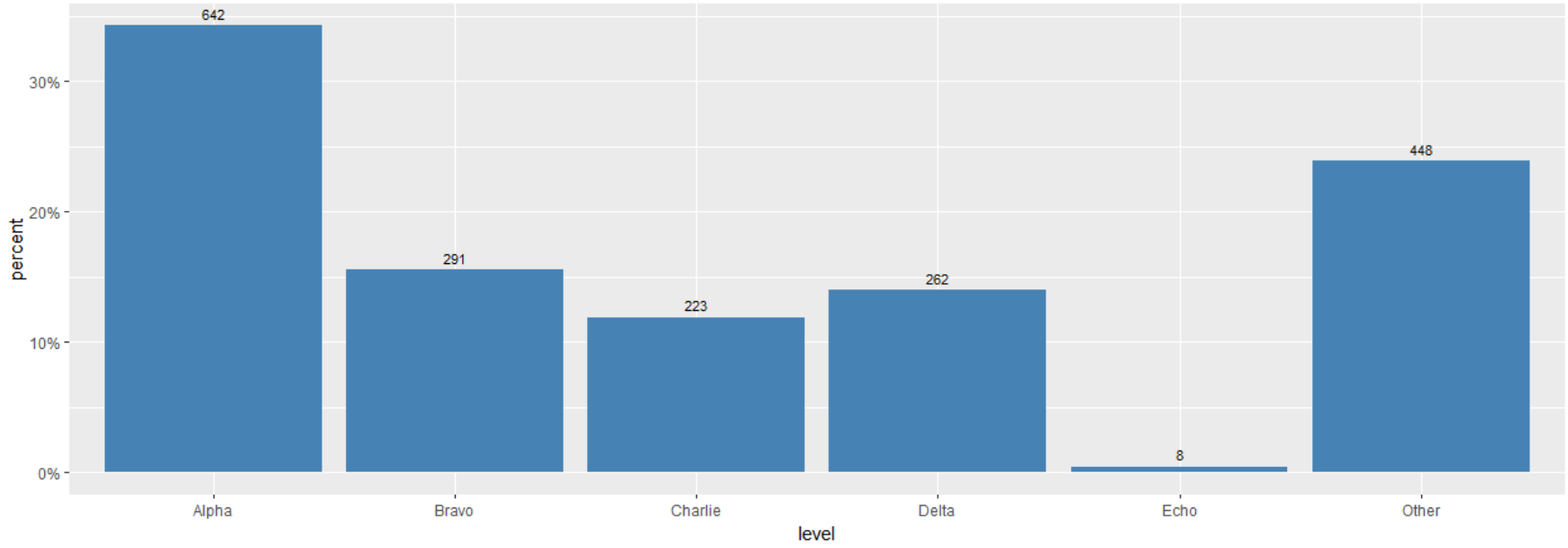
BLS Responses by Event Outcome

- Of the 22 responses that resulted in Code 3 transport, 9 were dispatched as Code 2 (0.5% of all BLS responses).
  - 6 of these 9 events had ProQA levels of Charlie or Delta



BLS Response by ProQA Level

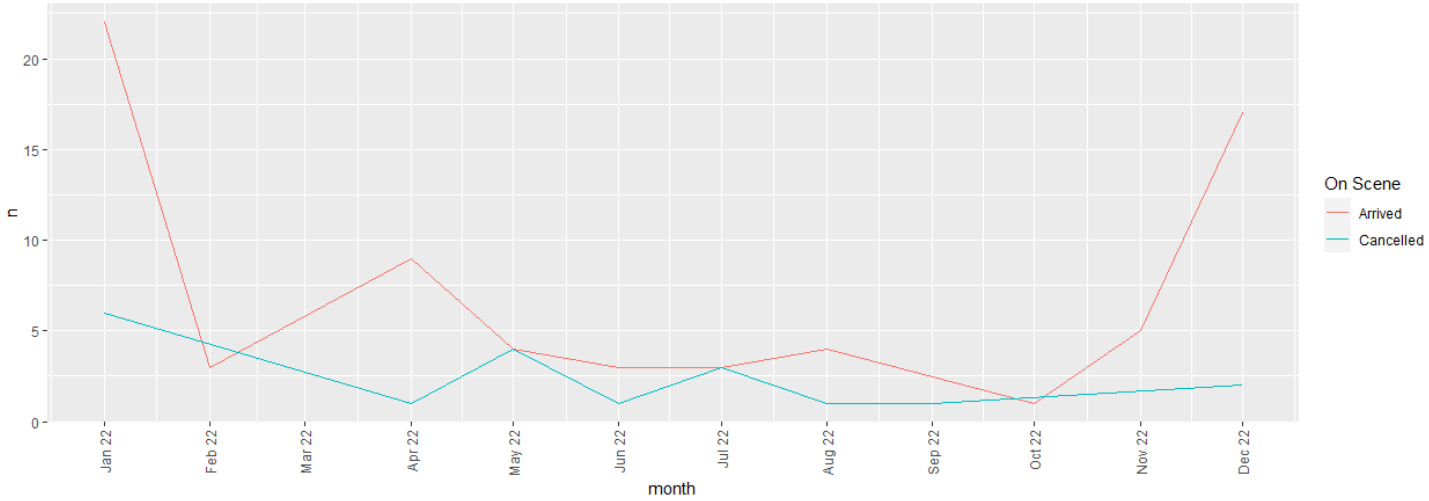
- Based on Final Call Type
- “Other” ProQA call types include determinants like XM, XR, and MED.
  - 96% of these were dispatched Code 2



BLS Response to MTF Events

- BLS units responded 90 times to incidents that began with an XXM dispatch.
  - In 71 (78.9%) of responses, the BLS unit arrived on scene.
  - In the remaining 19 (21.1%) the BLS unit was cancelled prior to arrival.

- The delta between responses that arrive on scene vs cancelled increases during times when XXM volume is high.
- In May and July an equal number of responses arrived on scene as were cancelled.
- In February and October a greater number of BLS responses to XXM events were cancelled prior to arrival than arrived on scene.



SECTION III – Quality Improvement

San Francisco EMS Agency (SF EMSA)

Out-of-Hospital Cardiac Arrests (OHCA) Strategic Initiatives

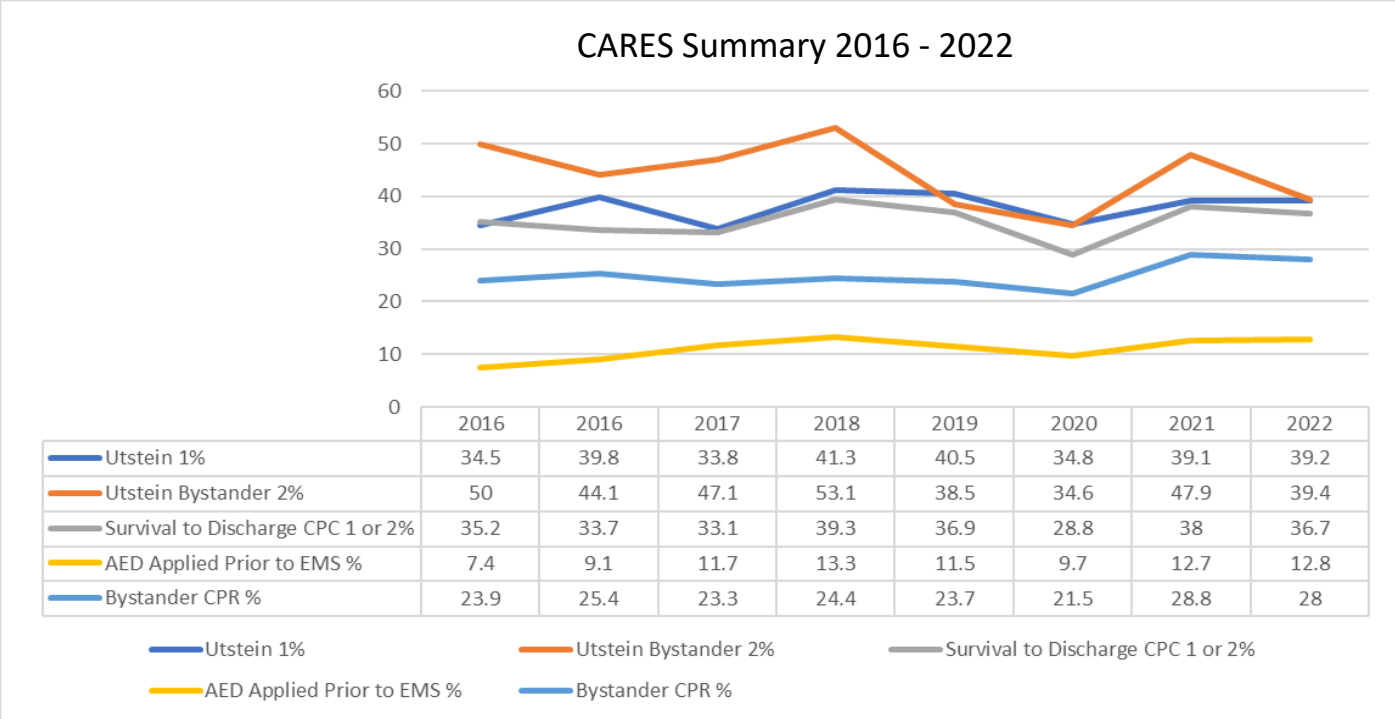
From 2019 to 2020, SF EMSA established improvement measures primarily focused on enhancing crew response and clinical skills in OHCA events. The cardiac arrest protocol was revamped to guide an organized and High-Performance CPR (HP CPR) team approach to treating OHCA, HP CPR classes were offered system wide and OHCA review and feedback process was centralized to within SF EMSA in order to deliver a standardized approach to OHCA throughout the system.

The case review and feedback process has since evolved and expanded through SF EMSA's partnerships with San Francisco Fire Department (SFFD), King American Ambulance and American Medical Response (AMR). 2022 launched the expanded OHCA review process and each of the providers are now providing timely performance feedback to their crews utilizing a standard form derived from SF EMSA review form. SF EMSA will collect summary logs of reviews and feedbacks from each of the provider agencies and conduct a sampling of isolated reviews.

A Highlight Case was added to the STAR Subcommittee's agenda and presented each quarter to recognize the efforts of bystanders or family members, EMS crews, STAR center staff and patients.

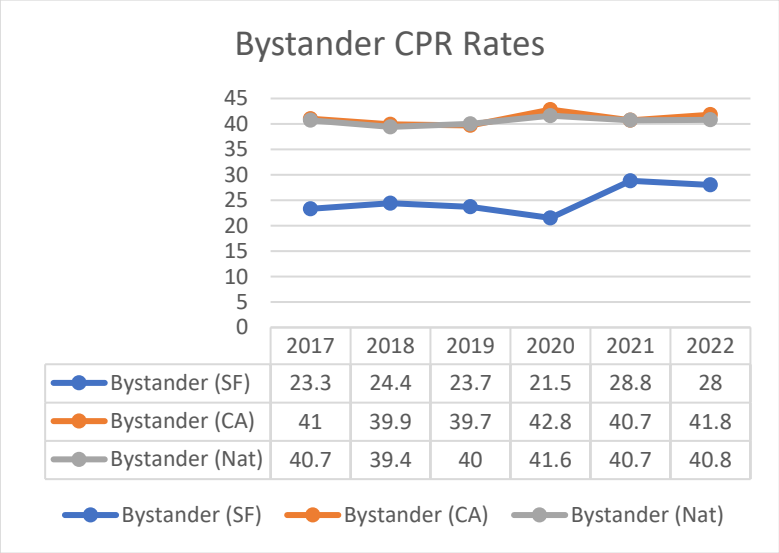
Additionally in 2019, SF EMSA secured funding to provide the city's EMS with 18 LUCAS devices tactically staged with SFFD Rescue Captain (RC) units, King American and AMR supervisor units, San Francisco Police Department (SFPD) Marine Unit, San Francisco Sheriff's Office (SFSO) medical units and at San Francisco International Airport. Staging of the devices have allowed for the utilization of mechanical compressors in all OHCA events that did not meet exclusion or contraindication criteria.

In 2022, 649 OHCA events occurred in the City and County of San Francisco, an increase of 3% from the previous year. The 2022 CARES Annual Summary Report revealed that San Francisco's Utstein[1] survival rate was at 39%, Utstein[2] was at 39% and the rate of Utstein[2] patients surviving to discharge with CPC of 1 or 2 was at 36.7%. San Francisco's rates in all three categories continued to measure above the state and national rates.

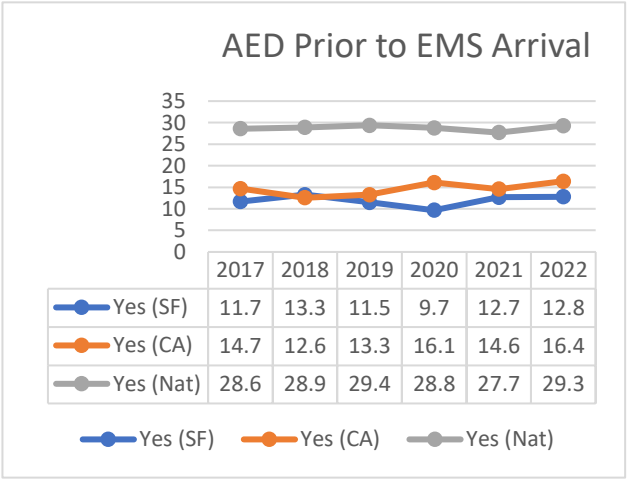


	2016	2016	2017	2018	2019	2020	2021	2022
Utstein 1%	34.5	39.8	33.8	41.3	40.5	34.8	39.1	39.2
Utstein Bystander 2%	50	44.1	47.1	53.1	38.5	34.6	47.9	39.4
Survival to Discharge CPC 1 or 2%	35.2	33.7	33.1	39.3	36.9	28.8	38	36.7
AED Applied Prior to EMS %	7.4	9.1	11.7	13.3	11.5	9.7	12.7	12.8
Bystander CPR %	23.9	25.4	23.3	24.4	23.7	21.5	28.8	28

In 2022, San Francisco's bystander CPR was 28%, a slight decrease 0.8% from previous year's benchmark rate, nonetheless, 2022 marks the second best rate over a 6 year period. AED prior to EMS arrival remained the same at 13%.



	2017	2018	2019	2020	2021	2022
Bystander (SF)	23.3	24.4	23.7	21.5	28.8	28
Bystander (CA)	41	39.9	39.7	42.8	40.7	41.8
Bystander (Nat)	40.7	39.4	40	41.6	40.7	40.8



	2017	2018	2019	2020	2021	2022
Yes (SF)	11.7	13.3	11.5	9.7	12.7	12.8
Yes (CA)	14.7	12.6	13.3	16.1	14.6	16.4
Yes (Nat)	28.6	28.9	29.4	28.8	27.7	29.3

2021 assessment of CARES data prompted a shift of focus and phased SF EMSA initiatives into improving the city and county's bystander CPR rates and AED use prior to EMS arrival. Strategic planning identified the following initiatives as the primary actionable items for 2022 through 2023:

- Establish a CPR Training Network
- Overhaul AED registration
- Launch PulsePoint
- Distribute CPR Training Kits to community-engaged agencies and foster partnerships
- Supply law enforcement partners with AEDs
- Establish a CPR Coalition to periodically meet and review

San Francisco's AED Registry was restructured in 2021, eliminating a notification process that contained redundant gateways that consistently resulted in registration gaps. The process was streamlined onto an electronic platform that is directly aligned with the SF EMSA's 2022 OHCA strategies and initiatives. Previous registry was maintained on an Excel log sheet that has become outdated with no solid re-verification process to maintain accuracy through the years. SF EMSA has been actively verifying registry accuracy and transferring confirmed locations onto the electronic platform powered by PulsePoint.

SF EMSA AED Registration is now exclusively online and can be accessed publicly using below link:

https://www.sfdph.org/dph/comupg/oservices/emergency/public-access-defibrillation.asp

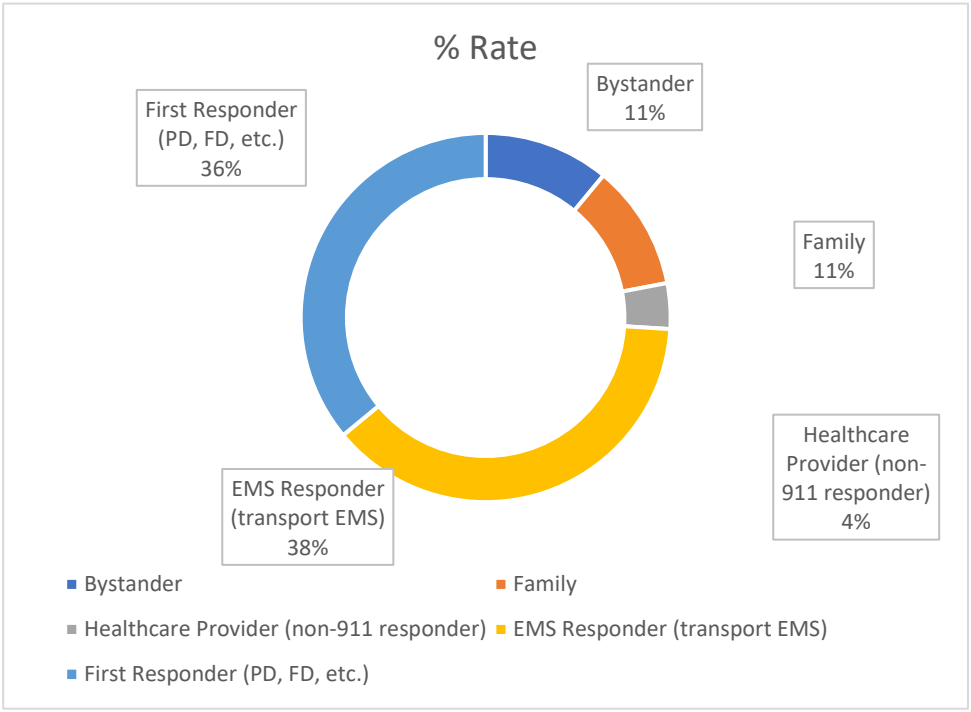
San Francisco launched its PulsePoint membership in May of 2022 and activated the utilization of the 911-connected app to help circulate nearby CPR-trained individuals to OHCA events throughout the city. Currently, San Francisco's PulsePoint lists a pool of 1,027 possible responders and 1,103 registered AEDs throughout the city. SF EMSA will continue to explore promotional opportunities to expand the pool of possible responders.

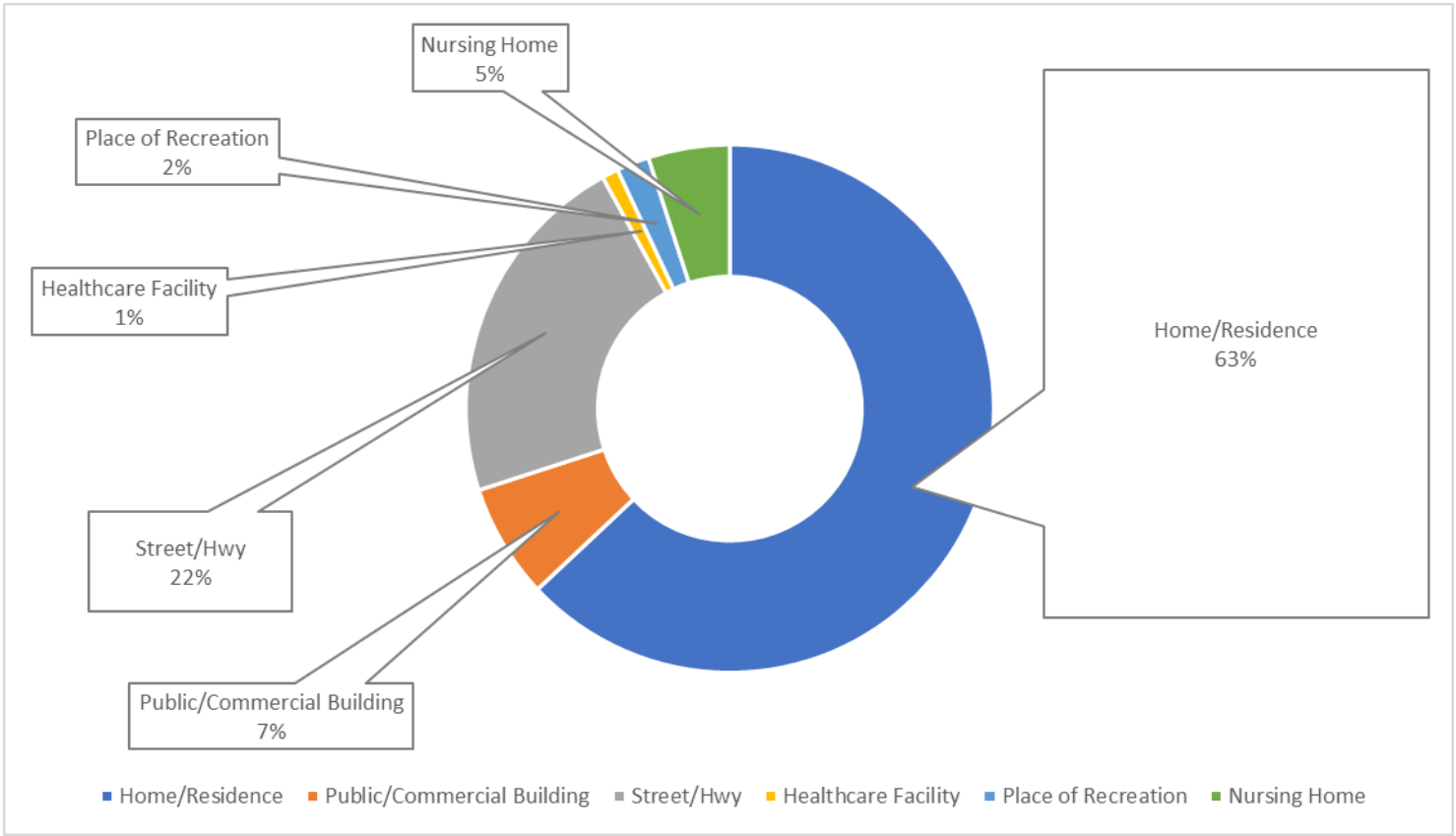
In 2021, SF EMSA re-purposed disaster response AED devices and distributed for active staging at CBO headquarters and SFSO units

In 2022, SF EMSA established partnerships with Community-Based Organizations (CBO) throughout the city with the goal of accessing additional pathways to reach and offer bystander CPR training to various community groups. 12 AHA Hands-only CPR Training kits were distributed to 11 organizations and a Point of Contact network is now in place to share training and CPR exposure opportunities to groups such as youth programs and services, underserved communities, shelters, and church coalitions.

2022 also introduced the SF EMSA Guardian of Life Award to be presented bystanders or members of the public who decide to act courageously prior to the arrival of EMS response crews and provide CPR interventions that significantly raise the survivability rate of OHCA patients.

A CPR Coalition was created and hosted by SF EMSA to meet and review program progression and need for adjustments. The coalition can escalate findings as needed to STAR and QI Subcommittees to assure a systemic approach to improving bystander CPR and AED use prior to EMS arrival on scene.


% Rate
Bystander 11%
First Responder (PD, FD, etc.) 36%
Family 11%
Healthcare Provider (non-911 responder) 4%
EMS Responder (transport EMS) 38%
Bystander
Family
Healthcare Provider (non-911 responder)
EMS Responder (transport EMS)
First Responder (PD, FD, etc.)


Nursing Home 5%
Place of Recreation 2%
Healthcare Facility 1%
Street/Hwy 22%
Public/Commercial Building 7%
Home/Residence 63%
Home/Residence
Public/Commercial Building
Street/Hwy
Healthcare Facility
Place of Recreation
Nursing Home

Bystander/Family Member CPR by Location Type

Location			%	AED Prior	%	Witnessed	%	Moderate to Good CPC	
Healthcare Fac	9	6	67%	2	22%	5	56%	4	44%
Home	410	91	22%	38	9%	163	40%	22	5%
Nursing Home	31	14	45%	9	29%	13	42%	0	0%
Place of Recreation	10	3	30%	4	40%	5	50%	3	30%
Public/Commercial Building	43	16	37%	11	26%	23	53%	12	28%
Street	142	36	25%	19	13%	51	36%	33	23%

Using the data dashboard, CPR Coalition can set or pivot the emphasis levels on each of the initiatives in our toolkits. Additionally, a pinpointed review of the data can also identify gaps in Health & Safety Code Compliance.

Areas to Improve Bystander CPR and AED Use

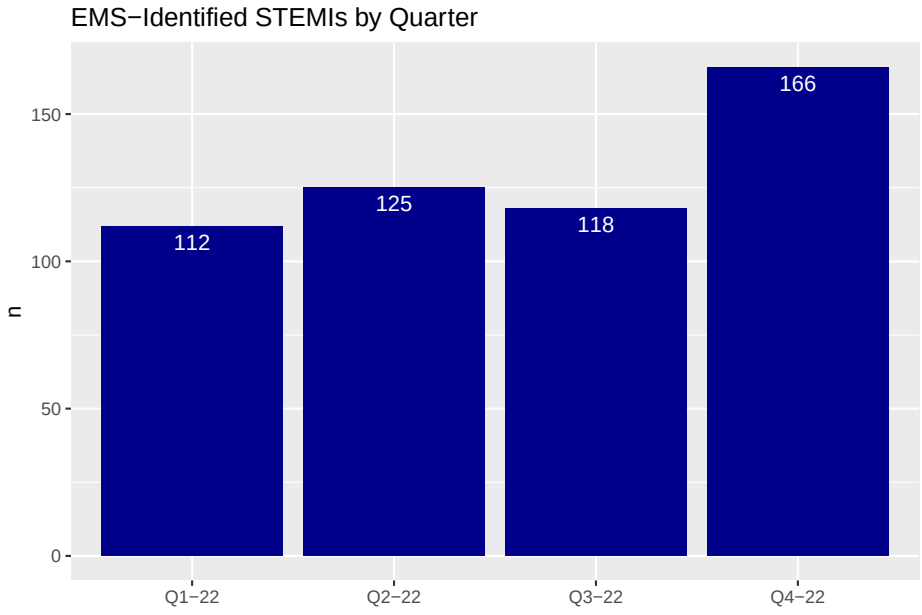
Home (Single Residence/Apartment)	Public & Industrial Buildings	Streets & Public Areas	Nursing Homes/Health Facilities (Non-hospital)	Others
Initiatives Toolkit to Emphasize (Each Area)				
CPR Training Network	AED Registry (HSC Compliance)	PulsePoint	AED Registry (HSC Compliance)	PulsePoint
CBO Training	SFSO/SFPD Partnership	SFSO/SFPD Partnership		SFSO/SFPD Partnership
SFSO/SFPD Partnership	PulsePoint	AED Registry		AED Registry
AED Registry (Apartments if opted)	CPR Training Network	CPR Training Network		CPR Training Network
	CBO Training	CBO Training		CBO Training

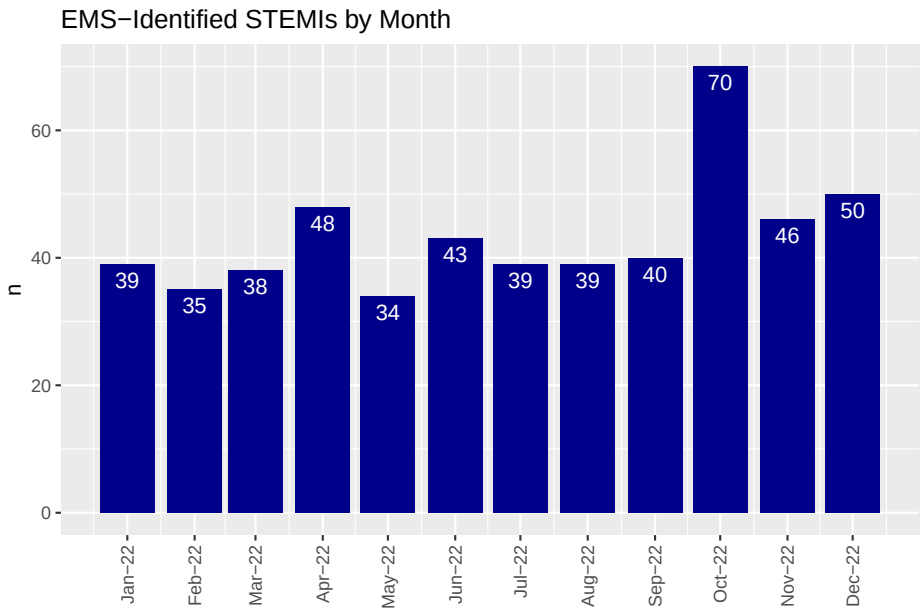
EMS STEMI Report - 2022 (All Quarters)

911 incidents in which STEMI's were identified by EMS in the prehospital setting were reviewed for the period between October 1, 2021 and September 30, 2022. The following inclusion criteria is used, based on ePCR fields for all San Francisco 911 EMS providers:

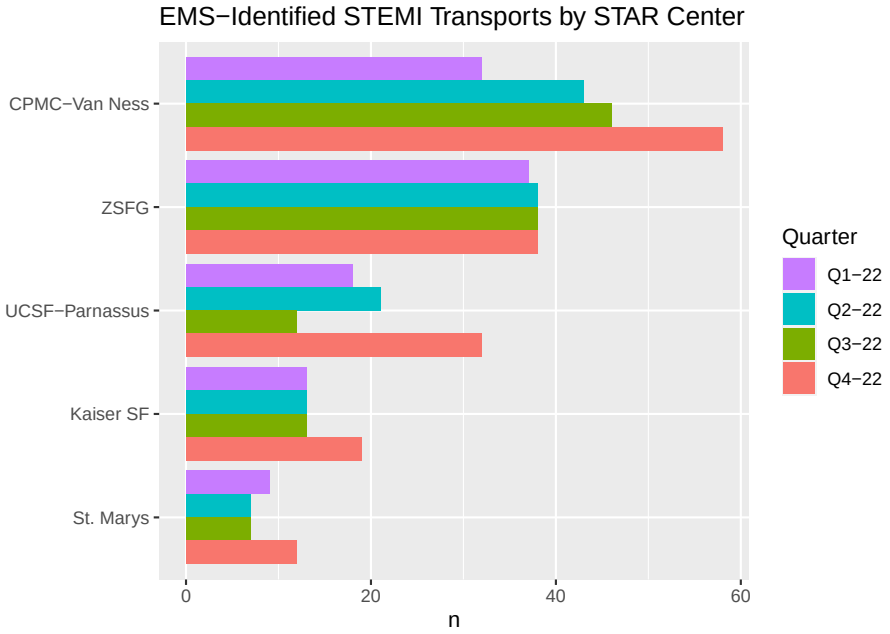
- Primary Impression of STEMI (NEMSIS eSituation.11, ICD-10: I21.3) or;
- Secondary Impression of STEMI (NEMSIS eSituation.12, ICD-10: I21.3) or;
- Destination Team Pre-Arrival Alert of Yes-STEMI (NEMSIS eDisposition.24, Code 4224013) or;
- ECG interpretation of STEMI (NEMSIS eVitals.03, Codes 9901051 - 9901057)

Incidents with a service type other than "911 Response" were excluded (e.g. interfacility transports). In total, 521 prehospital STEMI's were identified.





Of the 521 EMS-identified STEMI's, 506 were transported to San Francisco STAR hospitals.



15 patients with an EMS-identified STEMI had a disposition other than transport to a STAR center.

EMS Operations Metrics

The figures below examine “Scene Time” and “Transport Time” durations for the 506 STEMI patients transported to STAR hospitals. All times in minutes.

- Scene Time: Interval between ambulance arrival on-scene and initiation of transport.
- Transport Time: Interval between initiation of transport and arrival at hospital.

Table 1: On-Scene Times for STEMI Calls (minutes)

	Quarter	Min Time	Quartile 1	Median	Mean	Quartile 3	Max
Q1.scene	Q1-22	4.0	14.9	19.5	20.2	24.1	38.5
Q2.scene	Q2-22	4.9	14.2	19.5	19.9	24.6	48.7
Q3.scene	Q3-22	5.1	14.1	19.4	20.3	25.8	45.7
Q4.scene	Q4-22	5.2	15.1	18.9	21.0	25.8	51.7

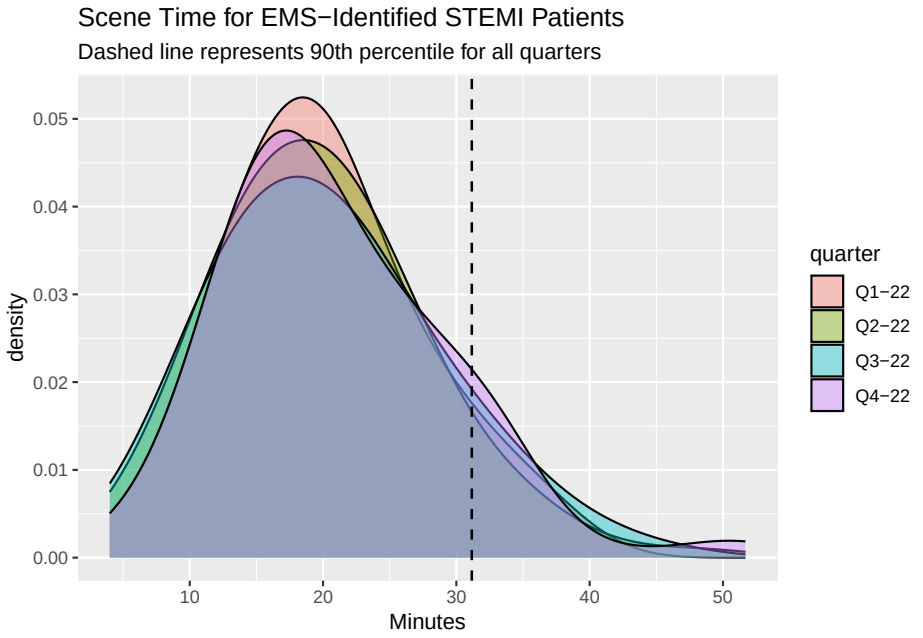
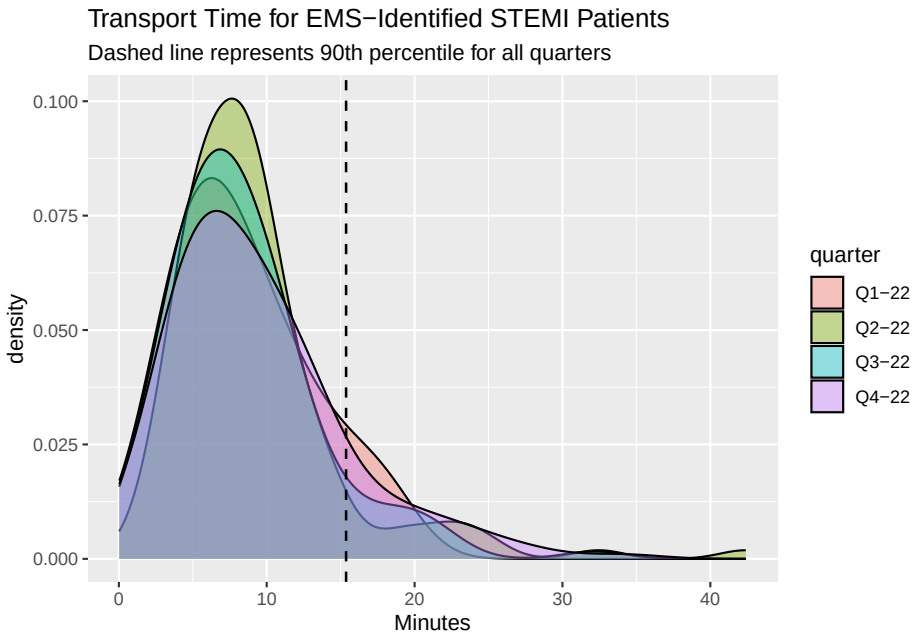


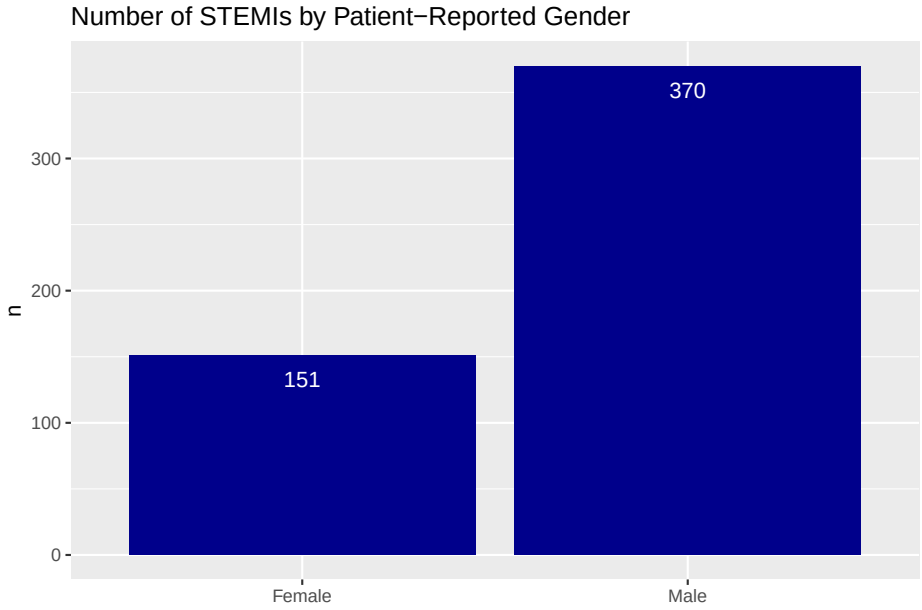
Table 2: Transport Times for STEMI Calls (minutes)

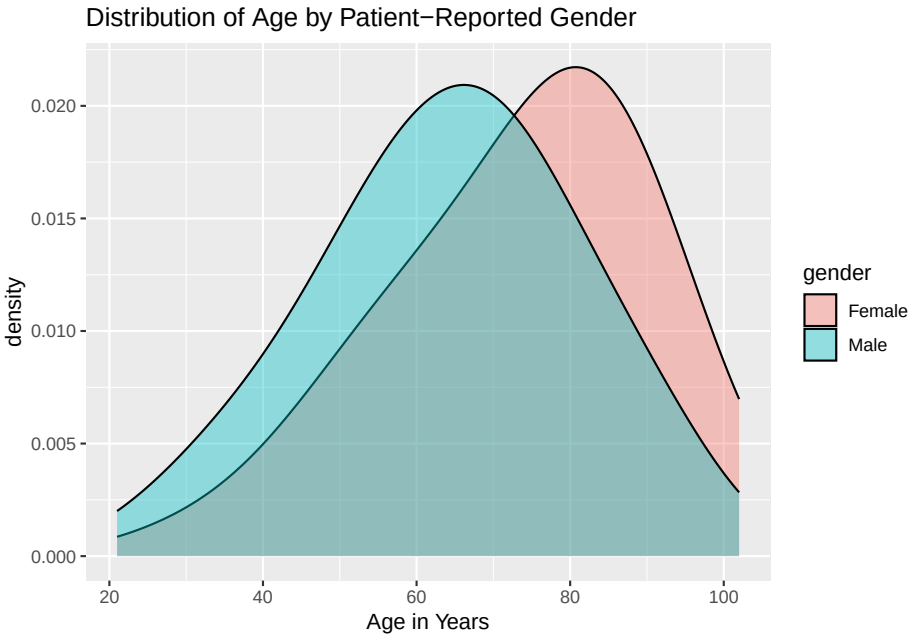
	Quarter	Min Time	Quartile 1	Median	Mean	Quartile 3	Max
Q1.trans	Q1-22	0.0	4.9	7.6	8.5	11.6	18.6
Q2.trans	Q2-22	1.4	5.7	8.0	9.3	10.2	42.4
Q3.trans	Q3-22	0.8	5.0	7.5	8.5	10.5	32.2
Q4.trans	Q4-22	0.0	5.1	8.2	9.4	12.2	34.0

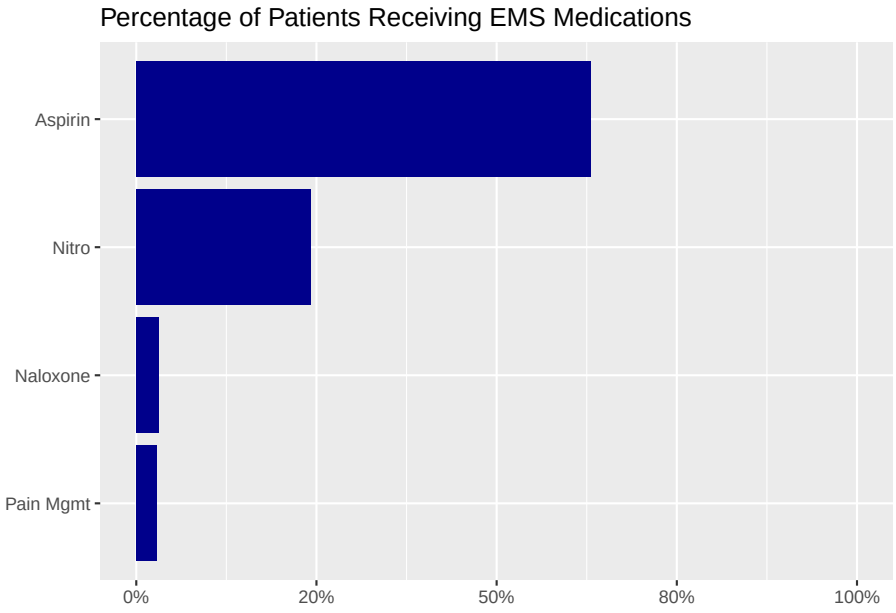


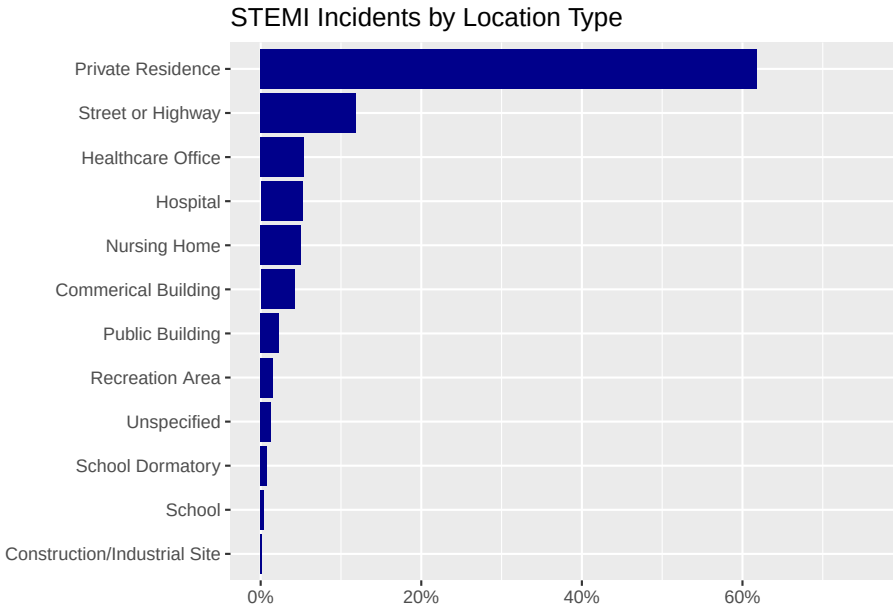
Total EMS Time is the interval between transporting EMS arrival on scene to arrival at a receiving Emergency Department - or the combination of the two intervals reviewed above. The average Total EMS Time for STEMI patients in 2021 was **29.34** minutes.

Patient Demographics and Treatment






Percentage of Patients Receiving EMS Medications
Aspirin
Nitro
Naloxone
Pain Mgmt
0%
20%
50%
80%
100%

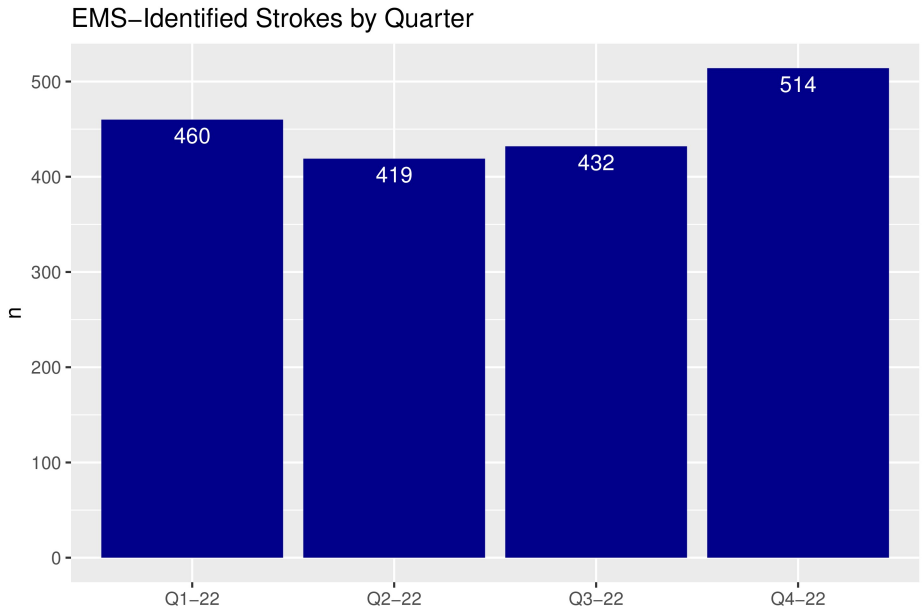

STEMI Incidents by Location Type
Private Residence
Street or Highway
Healthcare Office
Hospital
Nursing Home
Commerical Building
Public Building
Recreation Area
Unspecified
School Dormatory
School
Construction/Industrial Site
0%
20%
40%
60%

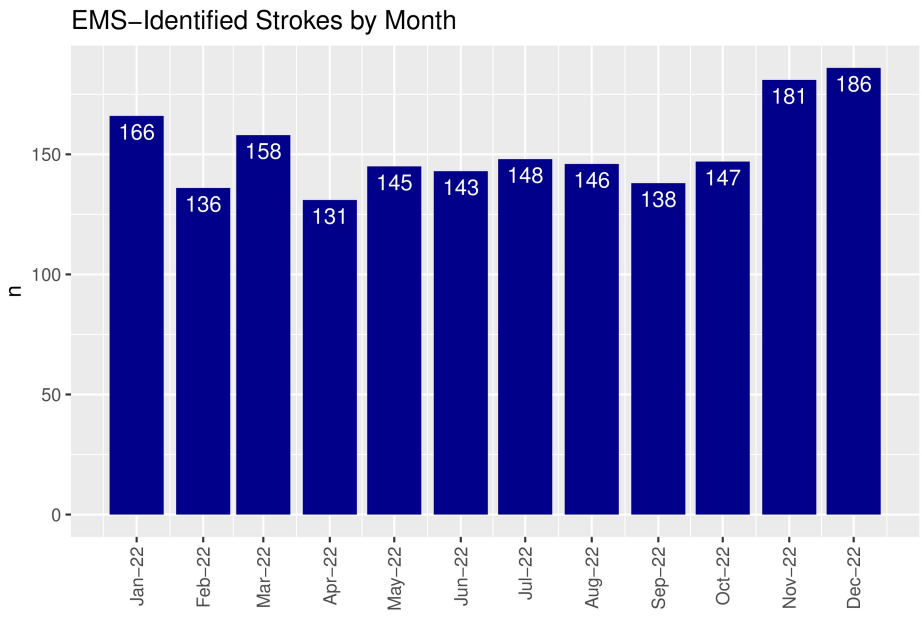
EMS Stroke Report - 2022 (All Quarters)

911 incidents in which strokes were identified by EMS in the prehospital setting were reviewed for all quarters in 2022. The following inclusion criteria is used, based on ePCR fields for all San Francisco 911 EMS providers:

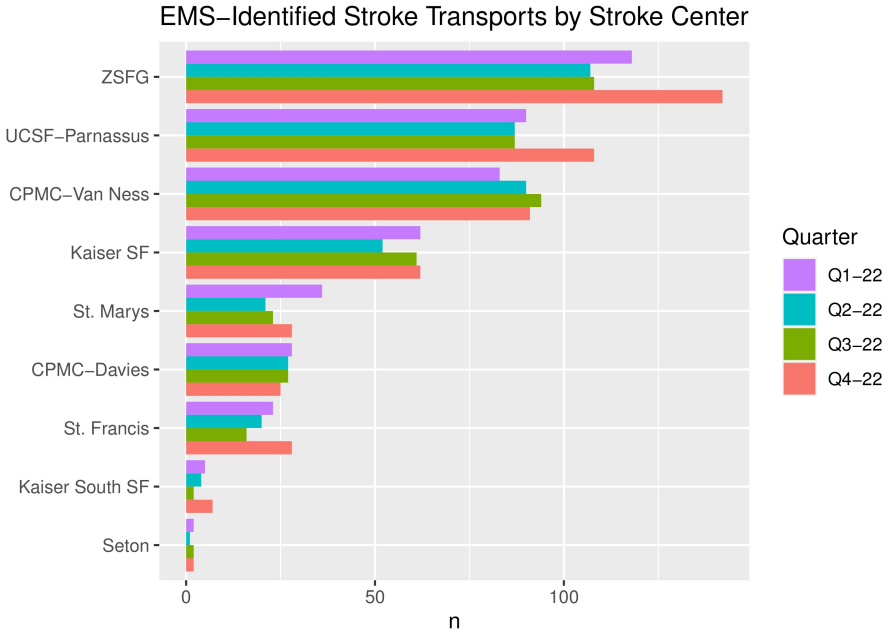
- Primary Impression of Stroke (NEMSIS eSituation.11, ICD-10: I60, I61, I63, G45, G46.3, G46.4) or;
- Secondary Impression of Stroke (NEMSIS eSituation.12, ICD-10: I60, I61, I63, G45, G46.3, G46.4) or;
- Stroke scale score (eVitals.29) indicates a positive stroke assessment

Incidents with a service type other than "911 Response" were excluded (e.g. interfacility transports). In total, 1825 prehospital strokes were identified.





Of the 1825 EMS-identified strokes, 1769 were transported to San Francisco Stroke-receiving hospitals.



56 patients with an EMS-identified stroke had a disposition other than transport to a Stroke Center.

EMS Operations Metrics

The figures below examine “Scene Time” and “Transport Time” durations for the 1769 stroke patients transported to Stroke Centers. All times in minutes.

- Scene Time: Interval between ambulance arrival on-scene and initiation of transport.
- Transport Time: Interval between initiation of transport and arrival at hospital.

Table 1: On-Scene Times for Stroke Calls (minutes)

	Quarter	Min Time	Quartile 1	Median	Mean	Quartile 3	Max
Q1.scene	Q1-22	6.0	13.6	18.2	19.4	23.9	45.0
Q2.scene	Q2-22	5.1	13.9	17.8	19.3	23.0	64.8
Q3.scene	Q3-22	1.1	14.7	18.6	19.6	23.5	63.9
Q4.scene	Q4-22	2.3	14.2	19.3	20.5	25.1	55.5

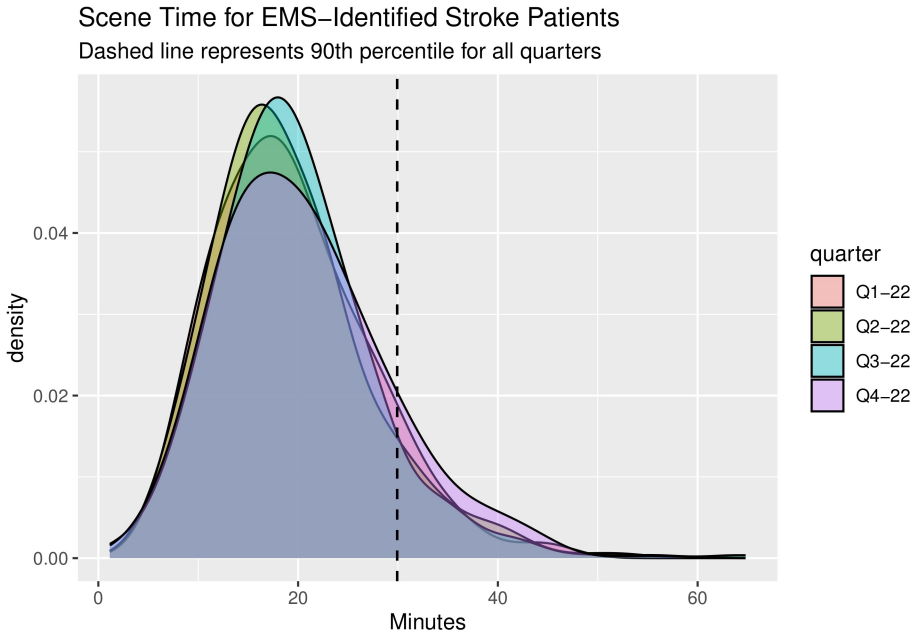
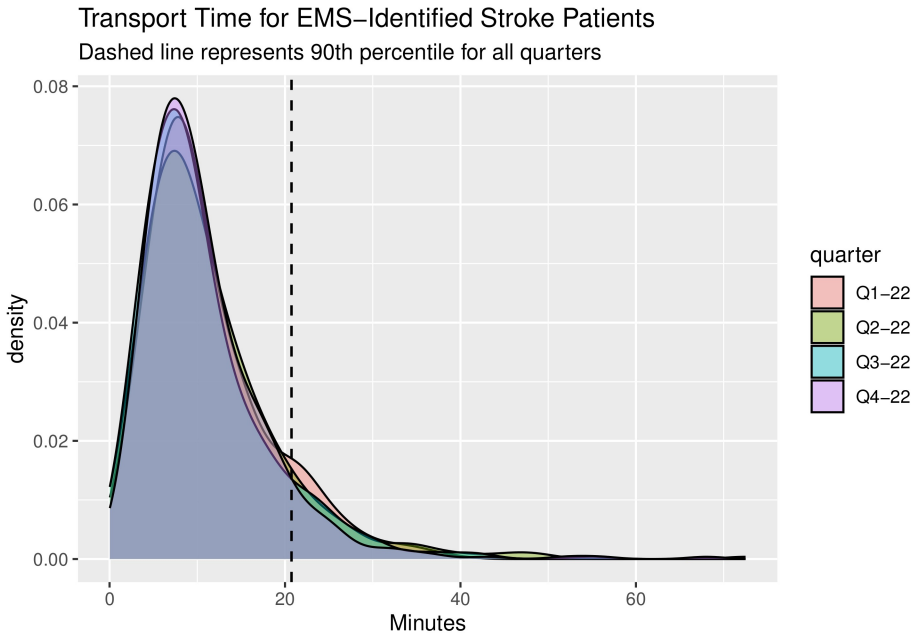


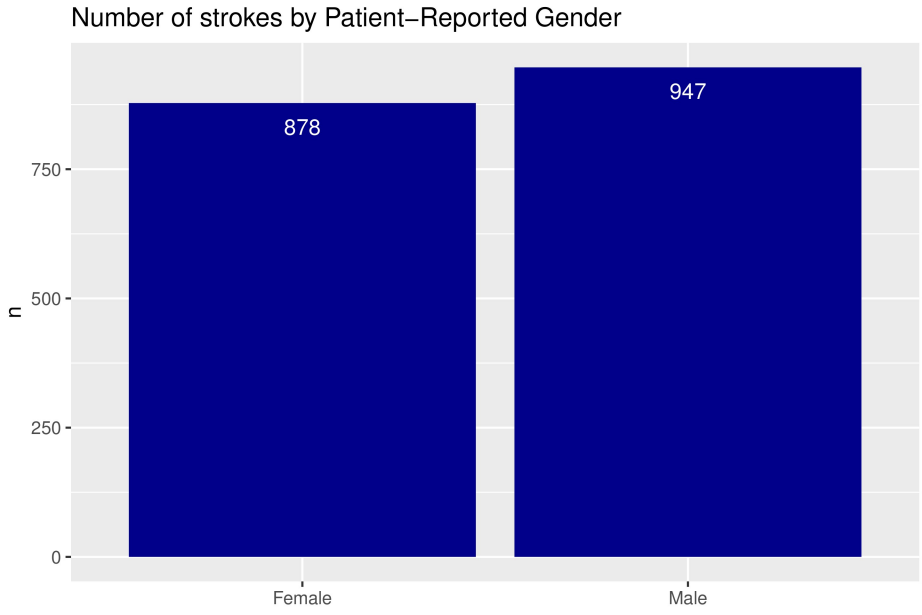
Table 2: Transport Times for Stroke Calls (minutes)

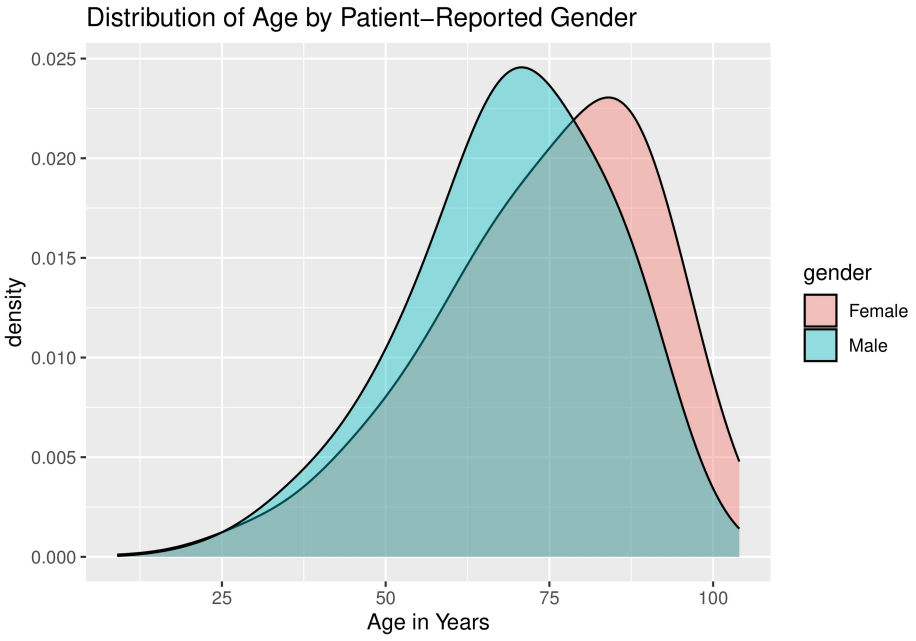
	Quarter	Min Time	Quartile 1	Median	Mean	Quartile 3	Max
Q1.trans	Q1-22	0.2	6.5	9.1	11.3	14.4	72.5
Q2.trans	Q2-22	0.0	6.1	9.2	11.3	14.4	49.0
Q3.trans	Q3-22	0.2	5.8	8.8	10.7	13.5	54.9
Q4.trans	Q4-22	0.0	6.1	9.2	10.8	13.5	68.1



Total EMS Time is the interval between transporting EMS arrival on scene to arrival at a receiving Emergency Department - or the combination of the two intervals reviewed above. The average Total EMS Time for stroke patients was **30.86** minutes.

Patient Demographics and Treatment





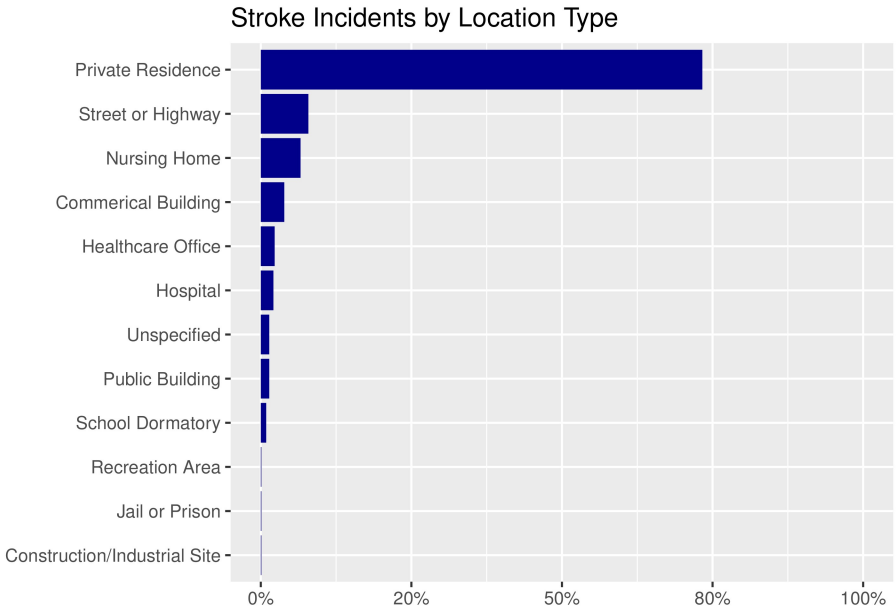
The table below looks at the percentage of stroke patients that presented with confounding syndromes. Criteria for the syndromes below are based on the NEMSIS data framework and subjective documentation by providers.

- **Alcohol**: Suspected alcohol use documented by Paramedic.
- **Fall**: Patient met categorical syndrome definition for Ground Level Fall or Fall From Height.
- **Overdose**: Patient met categorical syndrome definition for overdose (non-specific to substance) OR suspected drug use was documented by Paramedic.
- **Bevahioral**: Patient met categorical syndrome definition for behavioral health.

Table 3: Percentage of Stroke Patients with Confounding Syndromes

Confounder	n	Percent
Fall	260	14.2%
Alcohol	92	5%
Behavioral	81	4.4%
Overdose	64	3.5%

Incident Location



Trauma Systems Status Report 2022

Trauma System Summary

The San Francisco trauma system functions with one (1) Level 1 trauma center – Zuckerberg San Francisco General Hospital and Trauma Center (ZSFG). The catchment area for ZSFG encompasses approximately 49 square miles on a peninsula between the Pacific Ocean, San Francisco Bay and the northern region of the San Mateo County. During a typical business weekday, the catchment population of San Francisco and northern San Mateo County residents, commuters, and visitors' peaks at approximately 1.5 million. The San Francisco Fire Department (SFFD) is the single fire-based paramedic provider for the City and County of San Francisco (CCSF). SFFD responds to approximately 80% of the medical 911 calls and the remainder is handled by two private ALS providers: King American Ambulance and American Medical Response. Pre-hospital care providers based in San Francisco follow the San Francisco EMS Agency (SFEMSA) Policy 5001 Trauma Triage Criteria to identify patients needing trauma center care. Providers based in San Mateo County following San Mateo County EMS Agency's Operations 22, Trauma Triage Policy. In 2022, ZSFG treated a total 2,543 trauma patients. Of that number 1,546 were admitted with the remaining 997 treated and released directly from the Emergency Department. San Mateo County's pre-hospital care providers transported a total of 367 trauma patients from the northern section of San Mateo County to ZSFG. Of these, 231 were admitted for hospitalized trauma care at ZSFG.

Changes in the Trauma System

The Trauma System Advisory Subcommittee (TSAC) is the constituent advisory body for trauma in San Francisco. Its membership includes representatives include from the ZSFG Emergency Department and Trauma Service along with the other hospitals and ambulance providers. This committee is co-chaired by the Medical Director of the SFFD and the Director of the ZSFG Trauma Program.

Number and Designation Level of Trauma Centers

Within the City and County of San Francisco, there is one designated Level 1 Trauma Center. In October 2019, SFEMSA completed the ZSFG site survey. Although, State regulations recommend a site survey every two years, SFEMSA believes that ZSFG's continued success with re-verification by the American College of Surgeons (ACS) every three years, ongoing TSAC to provide overview, and monthly Performance Improvement (PI) meetings, less frequent site surveys are required. ZSFG is scheduled for an ACS re-verification site visit will be in Summer of 2023 due to a pause in surveys over the Covid-19 Pandemic. Monthly Performance Improvement meetings are hosted by and held at ZSFG. Attendees at those meeting include both the SFEMSA's Medical Director, hospital and clinical department representatives and ALS pre-hospital care providers. The PI members review all trauma cases, transfers in and out of ZSFG, outcomes from the quarterly Morbidity & Mortality meetings, and non-trauma center incidents. TSAC meetings are devoted to trauma Quality Improvement and revising or developing trauma protocol/policies/guidelines as necessary. In addition, TSAC members designate one meeting per year to review the prior year's pre-hospital burn cases. St. Francis Memorial Hospital is the designated Burn Center and the major participant at the meeting. Although, St. Francis Memorial Hospital is not a designated trauma center, SFEMSA acknowledges the continued high-quality burn care this facility provides. St. Francis maintains current verification by the American Burn Association.

Goals and Objectives

Goal I: A. Establish a Trauma Audit Committee:

Quarterly TSAC meetings are held with representatives from non-trauma centers, ZSFG Emergency Department and Trauma Service, St. Francis Memorial Hospital Bothin Burn Center, and ALS/BLS pre-hospital care providers. Topics include yearly review of all trauma QI; pre-hospital burn care; trauma re-triages and revisions/development of EMS system policies and protocols.

Timeline: Ongoing

Status Update: TSAC meetings resumed in late 2021 and continued bi-annually in 2022.

Goal I: B. Continue to Enforce Local, State and Federal Standards and Regulations:

SFEMSA, in conjunction with the members of the Emergency Medical Services Advisory Committee, TSAC and physicians from various services at ZSFG, review and update all policies and procedures involved with trauma care every two years. Research and recommendations from American Burn Association, American College of Surgeons and Center of Disease and Control are included with revisions.

Timeline: Ongoing

Status Update: In fall 2022, SF EMSA's Trauma Triage Policy (#5001) was completely revised to reflect the most current ACS Standards. Upon review by TSAC, Medical Director's Committee, Base Hospital group at ZSFG, the policy was put forward for public comment. The policy was passed and is active as of April 1, 2023.

Goal II: Develop a Trauma Medical Audit Committee:

SFEMSA believes that the biannual TSAC meeting meets including the SFEMSA staff attendance at the monthly Performance Improvement meeting at ZSFG sufficiently meets the requirements for reviewing pre-hospital trauma and trauma care.

Timeline: Ongoing

Status Update: The ZSFG PI Meetings have continued, and EMSA continues to participate.

Goal III: Establish a Plan for Trauma Center Backup:

The SFEMSA Multi-Casualty Incident plan identifies 10 back up trauma centers in northern California. Although SFEMSA has not been successful with developing a backup trauma center within San Francisco, SFEMSA is hopeful of discussions, plans, and policies being developed through the Bay Area Regional Trauma Committee will be available to aide with distribution of trauma patients in the event the ZSFG suffers a catastrophic event or interruption of services.

Timeline: Ongoing

Status Update: EMS Medical Director and Co-Chairs of TSAC convened in February 2022 to determine an ideal site for backup Trauma Center and has proposed a secondary site in San Francisco. The proposal is being reviewed.

Goal IV: Ensure a Seamless System of Pediatric Trauma Care:

San Francisco has the lowest percentage of children of any major city in the country. Only 13.5 percent of the city's approximately 800,000 residents are under the age of 18. ZSFG is the sole trauma center for the City and County of San Francisco providing trauma service to both adult and pediatric patients. In 2013, the ZSFG Trauma Center admitted approximately 63 pediatric trauma patients. In order for ZSFG to qualify for pediatric trauma designation through the American College of Surgeons certification, ZSFG must admit 100 or greater pediatric trauma patients. Therefore, ZSFG continues to follow an internal document "Policy 3.15 Transfers: Pediatric Burn and Trauma Patients to Other Acute Care Facilities" to expedite transfers of critically injured pediatric patients to Oakland's Children's Hospital and Stanford Medical Center. San Francisco has two emergency departments in the system specific to critical pediatric care: California Pacific Medical Center (CPMC), Van Ness Campus and UCSF, Mission Bay Campus. CPMC received designation in 2009 and UCSF Mission Bay in January 2015. Both facilities have received verification from the State as a Pediatric Intensive Care Unit (PICU), thus allowing both facilities

to seamlessly transfer critically ill pediatric patients without written agreements. Dr. Raj Daftary is the newly appointed pediatric specialist and ED Manager at Mission Bay continues to be the active members of the EMS Advisory and Trauma Advisory Committees.
Timeline: Summer 2023
Status Update: EMS for Children (EMSC) committee was initiated in late 2022 and began with setting goals and potential data elements for tracking pediatric care in San Francisco. The first focus of care will be traumatic injury and prevention, beginning early 2023

Goal V: Promote a Decrease in Injury Rates in SF:
In 2014, the San Francisco Department of Public Health applied for National Accreditation. Included in this process are indicators for improving Injury Prevention. Efforts continue with San Francisco's "vision zero" effort to eliminate traffic deaths in the city. SFEMSA will continue to support proposed local initiatives for improving pedestrian safety.
Timeline: Ongoing
Status Update: SFEMSA is working with the Trauma PI group and TSAC on coordinating with Vision Zero on a public outreach/community action plan for Summer/Fall 2023.
Changes to Implementation Schedule
No changes to implementation Schedule

Quality Improvement and Clinical Reporting 2022

The San Francisco EMSA QI Program is comprised of several specialty subcommittees made up of content-matter experts from all EMS providers and hospitals within San Francisco. Each of these committees meet between 2-4 times per year to review case presentations, best practice sharing, system wide data review, performance improvement goal setting, and policy and protocol review/revision. All recommendations, policy changes and guidelines from these subcommittees feed into the EMS Advisory Committee, which meets quarterly to approve any additions and changes.

Stroke Subcommittee

Meetings: Quarterly

Attendees: Medical Directors and Coordinators from 8 stroke centers, medical directors, and QI Staff from EMS Providers. All meetings have had an 85-90% attendance rate.

Case Presentations: Presented by hospitals on rotating schedule with input from dispatch and EMS providers. Case presentations done at each meeting highlight system successes as well as opportunities for improvement.

Successes:

- Large Vessel Occlusion (LVO) Re-triage Guidelines was implemented in November 2022, facilitating the rapid transfer of patients who meet thrombectomy criteria
- 8th Stroke Center officially added (Chinese Hospital) as of October 1, 2022, primarily, but not exclusively, serving the Chinese community in San Francisco.
- Planned submission to California EMS Authority for Stroke Program in July 2023.

Goals for 2023:

- Ongoing review of transfer/LVO patients
- Development of targeted, evidence-based community outreach to high-risk areas of county-activities currently scheduled for 2023
- Comprehensive and standardized data collection using American Heart Association - Get with the Guidelines

STAR (STEMI/Cardiac Arrest) Subcommittee

Meetings: Quarterly

Attendees: Medical Directors and Coordinators from 5 STEMI/Cardiac Arrest Receiving centers (see provider chart), Medical directors and QI Staff from EMS Providers. All meetings have had an 85-90% attendance rate.

Case Presentations: Presented by hospitals on rotating schedule with input and participation from dispatch and EMS providers and encompassing from 911 call through hospital course. Case presentations at each meeting highlight system successes as well as opportunities for improvement.

Successes:

- Revision of 3 clinical protocols and 1 policy to align with current standards of practice
- Pulse Point Launch- May 2022 Soft Launch, Large -Scale launch September 2022
- HOCPR training events scheduled throughout Spring/Summer 2023 in collaboration with local hospitals, EMS providers and other community partners

Goals for 2023:

- Comprehensive and standardized data collection using American Heart Association - Get with the Guidelines for all STAR sites.
- Decrease overall STEMI Hospital dwell times.
- Planned submission to California EMS Authority for STEMI Program in July 2023.

Quality Improvement Subcommittee

Meetings: Quarterly

Attendees: Medical directors from all EMS providers, Hospital ED directors/QI staff from all hospitals within SF County. Meeting attendance has been 80% or greater for all meetings

Case Presentations: Presented by EMS providers and focus on infrequently used skills (ex. needle cric) at each meeting

Successes: Overall revision of committee goals and format to include cross-system view of San Francisco Emergency Care

Goals for 2023:

- Review/revise policies 6000 and 6010 (Overall EMSA QI Policies)
- Deeper dive into Behavioral Health with case studies and data
- Incorporate APOT/Diversion processes/recommendations into QI work
- Add Community Paramedicine to annually reviewed plans and presentations

Trauma Systems Advisory Subcommittee

Meetings: Twice per year

Attendees: Medical directors from all EMS providers, ED Leadership from all Receiving Facilities, Trauma Leadership (Director, Coordinator, QI) from Trauma Center (Zuckerberg San Francisco General).

Case Presentations: Trauma cases co-presented with field staff and trauma center at each meeting

Successes:

- Trauma Triage complete overhaul and update to reflect ACS guidelines – passed and went active Spring 2023
- Public Outreach events initiated in coordination with Trauma Center and Pediatric centers with goals to decrease pediatric traumatic injury

Goals for 2023:

- Deepen work in Pediatric Trauma Care (see below)
- Attend ACS survey at Trauma Center (ZSFG)

EMS for Children Subcommittee

EMS for Children Subcommittee resumed in Summer 2022 after being inactive for several years. In the initial meeting, the committee identified policy review of pediatric trauma and behavioral health as two of the potential goals in the coming year.

Meetings: Twice per year

Attendees: Medical directors from all EMS providers, Representatives from Pediatric Critical Care Receiving Centers, EMSA Medical Director

Successes:

- Meetings resumed in late 2022 and initial data review showed opportunities to focus on trauma/accident and injury in children.

Goals for 2023:

- Needs/skills assessment for EMS providers
- Develop education with multiple modes and formats (LMS, Simulations, case presentations, etc)
- Explore opportunities for research in pediatric emergency care

SECTION IV – Quality Improvement
EMS Provider Updates

San Francisco Fire Department
Continuous Quality Improvement
EMS Division

Last revised: May 18, 2023

Introduction

The San Francisco Fire Department, EMS Division, has developed and implemented this plan in cooperation with the San Francisco Emergency Medical Services Agencies' Policies and Protocols, as well as the Rules and Regulations of the San Francisco Fire Department. This plan and the oversight process involved are designed to oversee the prehospital medical care provided to the citizens and public of the City and County of San Francisco.

Any activity related to EMS within the Fire Department is overseen for quality and improvement including, but are not limited to:

- Organizational Structure
- Personnel (Facilitated through the San Francisco Department Division of Training by managing licensing and certifications of all members)
- Clinical Quality Improvement and Patient Outcomes
- Documentation
- Research and Development
- Retraining/ Re-education (Facilitated with the San Francisco Fire Department Office of Continuous Quality Improvement and the San Francisco Fire Department Division of Training)
- Risk Management
- Data Collection and Reporting
- Public Education and Prevention (Facilitated in cooperation with the San Francisco Fire Department Fire Prevention, CORE Committee, PIO, and various other programs)
- Transportation and Facilitates (Facilitated in cooperation with the San Francisco Fire Department Division of Support Services and Bureau of Equipment)

Organizational Structure

Continuous Quality Improvement within the San Francisco Fire Department is overseen by the Medical Director of the San Francisco Fire Department and Rescue Captain(s), who report directly to the San Francisco Fire Department Assistant Deputy Chief of Emergency Medical Services. Community Paramedicine's CQI is overseen by the Medical Director of Community Paramedicine, the Department Medical Director and Rescue Captain(s) within Community paramedicine who then report to the Section Chiefs of Community Paramedicine who then reports to the Assistant Deputy Chief of Community Paramedicine. Both Assistant Deputy Chiefs report to the Deputy Chief of EMS and Community Medicine.

Rescue Captains at the SFFD Airport Division review calls, as needed, and report to the Assistant Deputy Chief of the Airport Division who reports to the Deputy Chief of Operations. Of note, since the Airport resides in San Mateo County, they are overseen by San Mateo County

EMS Agency and follows their policies and protocols and participate in their CQI activities, as needed.

Continued Quality Improvement

The continued quality improvement process will recognize individual and system-wide clinical and operational incidents and trends. The process will determine whether these trends are individual trends, systematic clinical trends, or operational trends and address the trends accordingly though retraining and reeducation.

The trends will be determined through random and focused audits, in conjunction with the California Core Measures and the San Francisco Emergency Medical Services Agency / San Francisco Fire Department initiatives as agreed upon.

Training and Education

Training and Education includes informal discussions with members, as well as formal Remediation and Performance Improvement Plans or coachings. Minor concerns may be administered with informal discussions in the form of coaching sessions and/or "tailboard" trainings performed by San Francisco Fire Department Rescue Captains. More formal training and reeducation will be administered in the form of a Remediation or Performance Improvement Plan, which will be directed by the EMS chain of command and San Francisco Fire Department's Medical Director(s). The Remediation or Performance Improvement Plan will be generated and administered by The San Francisco Fire Department Office of Continuous Quality Improvement or the San Francisco Fire Department Division of Training. A coaching or performance improvement plan is separate from any applicable discipline and is considered training only.

We hope to expand training and education by increasing the number of presentations, both live and recorded. These presentations will be uploaded to the Department training module (Vector Solutions) for providers to review. In addition, we hope to have focused lectures on relevant, high-yield, recent incidents where crews can join the lecture in person or by virtual platform (e.g. Microsoft Teams) and contribute and learn about pathophysiology, hospital treatment and outcome, along with feedback from the presenting provider. The Medical Director, as well as CQI and Training staff, EMS Fellows and Emergency Medicine residents needing to fulfill an EMS teaching requirement may participate in these lectures.

Additionally, rapid review lectures of advanced skills and low frequency/high risk topics will be done and occasionally recorded for distribution online.

Finally, in-person, in-service training will be conducted every 6 months to mimic the protocol update schedule of the EMS Agency. The training will cover both the protocol updates and review advanced skills and other high-yield topics.

Risk Management

Risk Management is paramount in providing a safe workplace for the members of the prehospital care system and the public we serve.

The five risk management steps are:

- Identify the risk
- Quantify the risk potential
- Prioritizing the risk
- Implementing controls and mitigations strategies
- Evaluating and revising the process

Frequency evaluation of the risk:

- **Very often:** A near-certainty to occur;
- **Often:** May occur regularly or periodically;
- **Not often:** Rare, or unlikely to occur;
- **Almost never:** Zero or near-zero probability.

Severity evaluation of the risk:

- **Catastrophic:** Death or permanently disabling injury or loss of work facility;
- **Serious consequences:** Severe debilitating injury or interruption of operations;
- **Moderate impact:** Significant injury or illness requiring more than first aid;
- **Minor impact:** No injury, lost work time or interruption of work.

After an event occurs, immediate steps will be taken to minimize impact to our patient population and to our organization to mitigate similar incidents. In cooperation with the San Francisco Fire Department Administration, the San Francisco EMS Administration, the San Francisco Fire Department Office of Continuous Quality Improvement, and the San Francisco Fire Department Investigative Services Bureau, these steps should include:

- Immediate investigation ordered
- Take statements
- Gather reports
- Consult with legal council
- Evaluation of the risks with all appropriate information gathered
- Take appropriate actions to mitigate and prevent recurrence

Focused audits occur twice per year on a rolling schedule, or as needed as concerns arise with the following schedule:

January:	Trauma
February:	STEMI / Stroke
March:	Critical Adult Medical
April:	Pediatric
May:	Cardiac Arrest
June:	Other including AMA/PDT
July:	Trauma
August:	STEMI / Stroke
September:	Critical Adult Medical
October:	Pediatric
November:	Cardiac Arrest
December:	Other including AMA/PDT

The results of these audits will ensure compliance or need for improvement. After the Risk Management Plan has identified issues which arise, Research and Development may be implemented to study systematic issues, and/or suggest operational and administrative changes for system changes and focused clinical improvements.

Research and Development

The San Francisco Fire Department supports the development and execution of evidence-based data. These data directly contribute to improving clinical patient care. More and more, treatment decisions are based on these type of data. Part of the Department's CQI data monitoring is to examine trends that support the continued use of care modalities based on current clinical findings versus suggesting the need for additional retrospective or prospective studies that could suggest different practice methodologies. The San Francisco Fire Department’s clinical research stance is to utilize data as a primary indicator of areas of interest, a guide to the safety and efficacy of research efforts and as a means of supporting or refuting hypotheses related to care.

At the direction of the San Francisco Fire Department Administration, the San Francisco Fire EMS Administration, The Medical Director, as well as the San Francisco Fire Department Office of Continuous Quality Improvement, focused research will address such trends.

Data Collection and Reporting

Data is collected and stored for Continuous Quality Improvement from identified trends, both systemic, and individual. In cooperation with the San Francisco Emergency Medical Services Agency, all reportable incidents, either systemic or individual, shall be analyzed and reported

necessary as an Exception Report or Sentinel Event, as directed by the San Francisco Emergency Medical Services Agency's Policies and Protocols.

Should a referral be made for quality improvement to any outside entity, such as another 911 provider or the EMS Agency, that referral shall be forwarded to the San Francisco Fire Department Quality Improvement Staff in a timely matter. The Department will then review the case and take any necessary action. If referred by the EMS Agency, the Department will inform the agency of the results of our investigation and plan for improvement. The EMS Agency will not pursue cases until internal review has been done and reported back to the agency except in extenuating circumstances.

Audits

Audits are categorized by time frequency and incident scope and summarized in the figures below. The time frame is categorized as spot (one time or limited frequency) or continuous. Incident scope may be Department-wide (all incidents to which the San Francisco Fire Department responds) or focused on specific providers, locations, or situations. Audits will be done by CQI staff and reviewed by supervising staff and the Medical Director when appropriate.

Time Frequency	*Target Scope*
Spot: Performed at one time or on a limited frequency	**Focused:** limited to specific provider(s), locations, or situation
Continuous: Monitored at all times	**System:** all available SFFD incidents are audited

Spot audits are conducted when a case is referred to CQI by another person, whether it is a patient, hospital provider, EMS provider, supervisor, or outside agency, for review for any reason. The call will be reviewed comprehensively by CQI staff, with special attention to the reason for the referral.

In an effort to broaden the scope and breadth of spot audits and CQI, a Peer Review spot audit process has been in process since April 2021. Paramedics are selected on a volunteer basis to review and provide feedback for incidents using a provided rubric on an online management system with redacted provider and patient information. The rubric will be created by CQI staff and reviewed by the Medical Director. Calls of any type are eligible for review, especially cardiac arrest, STEMIs, stroke, pediatric calls, trauma and others.

Focused QI will be done when potential issues are identified with high-risk situations, locations or providers, and especially providers who are on a Remediation or Performance Improvement Plan entailing CQI monitoring.

Continuous QI will be done for the following incidents:

- Advanced airway management, especially video and direct laryngoscopy
- Critical calls
- Field deliveries
- AMA/PDT refusals
- Cardiac arrests
- Advanced Skills Review
- Retriages/repatriation after initial patient transport
- Repeat incidents/calls meeting certain criteria
- Major trauma
- Any skill related to a new policy, protocol or pilot project, as needed

Additionally, reports are routinely done for Ambulance Patient Offload Times (APOT), Narcan administration, and California Core Measures. Time intervals including dispatch intervals, treatment/transport intervals, and hospital intervals will also be tracked.

California Core Measures include:

- Transport of trauma patients to a trauma center
- Aspirin for STEMI or suspected cardiac chest pain
- Advanced hospital notification for STEMI patients
- Treatment administered for hypoglycemia
- Prehospital screening for suspected stroke patients
- Advanced hospital notification for suspected stroke
- Glucose testing for suspect stroke patients
- Respiratory assessment for pediatric patients
- Request for service that include lights and siren response
- Request for service that included lights and siren transport

Community Paramedicine Quality Improvement and Oversight Plan

Introduction

The mission of the Community Paramedic Division is to provide rapid, high-quality trauma informed care to San Francisco's most vulnerable residents through the EMS-6, Street Crisis Response Team (SCRT), and Street Overdose Response Team (SORT) programs.

All aforementioned CQI plans from the Emergency Medical Services division also apply to the medical aspects of community paramedicine, including medical care rendered to clients and AMA/PDT refusals.

The purpose of the Community Paramedicine CQI Division is to ensure compliance with all state, local, and Department policies and protocols, and to ensure we are providing the highest quality care for our clients while also reducing unnecessary 911 responses in San Francisco.

Organizational Structure

Continuous Quality Improvement within the San Francisco Fire Department Community Paramedicine Section is overseen by the Medical Director of the San Francisco Fire Department, the Medical Director of Community Paramedicine and Community Paramedic Section Chiefs, who report directly to the San Francisco Fire Department Section Chief of Community Paramedicine, who in-turn reports to the San Francisco Fire Department Deputy Chief of Emergency Medical Services and Community Paramedicine. The Community Paramedicine CQI Captain and Data Analyst will perform the majority of CQI activities, with support from the EMS Continuous Quality Improvement staff as needed.

Clinical Quality Improvement and Patient Outcomes

Community Paramedicine CQI will identify and review high-risk events, areas of potential improvement, perform prospective, concurrent and retrospective data analysis to identify trends, develop and adopt best practices, evaluate outcomes and provider competency, provide clinical supervision and feedback specifically regarding Community Paramedicine domains of the biopsychosocial assessment and the social determinants of health. We will promote excellence and pride within the Community Paramedicine Division by providing timely relevant feedback and training opportunities to enhance skill set.

Pilot projects and/or new initiatives, such as 5150 holds and buprenorphine, will follow their specific QI plan submitted with their initial application.

Data Collection and Reporting

All Community Paramedicine teams will have weekly review of encounter reports and patient care reports.

A monthly report will be created for both teams and CQI staff will measuring the following performance indicators/data points:

- Monthly call volume, volume of calls responded to
- Call source (911 call, special call, onview, other)
- Response time
- On scene time
- Disposition of clients without medical complaints
- Disposition of clients with medical complaints
- Most common medical complaints
- Use of chemical and physical restraints
- Workplace violence incidents
- 5150's generated along with their indication
- ESO, encounter log and Avatar are reconciliation
- COVID testing
- Buprenorphine administration, as detailed in the LOSOP's CQI plan
- Base hospital contacts and senior base physician contacts
- *Rate of alternate destination diversion, resulting in ED transport (i.e. Dore is full, so patient goes to a standard ED instead)*
- *Track amount of behavioral health calls, special calls by police and PDTs and AMAs after implementation of SCRT.*

In addition, there is regular tracking of the following variables: number of patients who have medical complications, re-triages from the original destination or repeat 911 activations within 24 and 72 hours for either police or medical care. Any transport within 24 hours of a community paramedic contact will be spot audited and reviewed.

Review and compliance assurance with San Francisco Emergency Medical Services Agency Policy 4040 and transfer of care policies will be performed on a regular basis. Audit of disposition of calls, with particular attention to those left in the community and/or with a disposition of AMA refusals will be performed and feedback will be provided to Community Paramedicine certified paramedics.

We aim to track community satisfaction from the SCRT, SORT and EMS-6 program, by surveying SFFD providers, ancillary providers, hospital personnel, ambulance providers, police, hospital providers and clients/patients.

Our review process is designed to assess biopsychosocial parameters and patient outcomes and provide feedback to community paramedics in a standardized fashion. Our CQI also aims to provide learning opportunities by identifying available trainings, disseminating that information broadly and providing time on duty for training and CE's.

Spot audits are done weekly at various meetings, including our EMS 6 case conferences, Key Performance Indicator meetings, 5150 meetings, suboxone meetings and CP CQI meetings.

Focused QI will be done when clients experience any adverse events, re-triages, enter the "red" category during a case conference illustrating decompensation, or when a case is referred to QI staff.

Quality Improvement Plan

Submitted by

American Medical Response
San Francisco County

June 1, 2023

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INTRODUCTION

American Medical Response-San Francisco provides Advanced Life Support (ALS) and Basic Life Support (BLS) within the jurisdiction of San Francisco County. As ALS and BLS providers, we are committed to active participation in the Continuous Quality Improvement (CQI) program established by the San Francisco County Local Emergency Medical Services Agency (herein referred to as LEMSA). AMR is responsible for conducting internal CQI activities by analyzing processes, structures, and outcomes in key areas of compliance with the identified State of California Core Measures. This CQI plan describes how they have developed the processes utilized for evaluating and improving the quality of pre-hospital care in San Francisco County.

This CQI plan is predicated on the belief that field personnel are highly skilled medical professionals empowered to make judgments that often have far-reaching and serious consequences for patients. With empowerment comes accountability. Our belief is that accountability for performance is enhanced through peer involvement. This CQI plan is committed to incorporating a peer approach to evaluating and implementing education programs, monitoring patient care practices, clinical research, program development, and strategic planning.

We are committed to creating a climate where caregivers are actively engaged in improving their EMS system and the overall quality of care delivered in it. The peer process is influenced by the different perspectives of those participating, which has a dynamic quality. It is the intent of this comprehensive plan to identify commendable performances and issues of concern and act as a model internal CQI plan with defined standards. It is the philosophy of AMR to provide the highest quality of pre-hospital care possible and to serve all customers to the best of our ability. It is also the intent of this CQI plan to provide monitoring carried out in an atmosphere of support, encouragement, and education.

PURPOSE

This CQI plan has been developed to meet the requirements of the ***California Code of Regulations, Title 22. Social Security, Division 9, Chapter 4, Articles 1 and 5 regarding Quality Improvement Programs.***

The purpose of this CQI plan is to create and sustain excellence in the pre-hospital environment utilizing a team approach and involvement of all personnel. An efficient CQI plan allows identification of opportunities to improve service and the system, identifies personnel needing

additional training, and equipment necessary to improve productivity. Additionally, this CQI plan will support research projects with the LEMSA and assist in the planning process.

The goal of this CQI plan is to address the majority of instances where the problem is a system issue, not necessarily an issue of individual performances. However, some issues are clearly found to need individual feedback and improvement through pathways established by each participating agency. Overall, the most important purpose of the CQI plan is to improve the health of EMS patients that AMR responds to, improve quality of EMS services, and improve efficiency of resources.

We conclude our CQI Plan with the affirmation, that our efforts are committed to quality by progressive and consistent reevaluation of our plan. It is our goal to ensure and reinforce our ability to continue the journey of quality. We believe quality is not an end, but rather, a continuous process of which we are all a part.

I. STRUCTURE AND ORGANIZATIONAL DESCRIPTION

In collaboration with the LEMSA, quality improvement (QI) is the responsibility of the clinical education department at AMR.

AMR San Francisco Clinical Education Services

1. AMR Medical Director
2. AMR Clinical Support Supervisor
3. AMR CES Specialist
4. AMR Operations Manager
5. AMR Field Training Officers (FTOs)

AMR San Francisco Clinical Education Services

1. AMR Medical Director
   Under general direction, the AMR Medical Director oversees the clinical care provided to patients in both the 911/Emergency and Non-Emergency Inter-Facility BLS and ALS ambulances. This includes directing the Quality Improvement and Quality Assurance programs, reviewing data on such things as cardiac arrest outcomes and infrequently used skills, and working with AMR's Clinical Education Services staff to create targeted educational programs to help our providers improve in these areas.

2. AMR Clinical Support Supervisor

Under general direction, oversees Clinical Education Services activities for the Operation. Represents AMR to local committees, medical and training institutions, and other related agencies. Responsible for the creation, implementation, and tracking of quality and education programs. Is responsible for collecting data for reporting to the LEMSA, manages the narcotic program and is back-up to the Clinical Manager at LEMSA committee meetings.

3. AMR CES Specialist
   Under general direction, oversees the FTO program and helps to identify learning gaps and areas for improvement. Coordinates new employee hiring, company orientation and training.

4. AMR Field Training Officers (FTOs)
   Under general direction, EMT and paramedic FTOs are responsible for all aspects of field training for employees.

Field Training Officer Program

The Field Training and Evaluation Program enables experienced personnel to provide appropriate individualized training, coaching, evaluation, and remediation to new and seasoned employees, and to participate in system development and quality improvement. Responsibilities of the FTO are listed below:

Training

- Conduct training programs for employees, to include but not limited to policies, protocols, procedures, regulations, and technologies.
- Provide new hire accreditation and evaluation.
- Testing to measure progress and evaluate effectiveness of programs.

Evaluation

- Provide feedback on performance
- Identify strengths and weaknesses of trainees
- Documentation of training phases
- In field direct observation of quality performance

CQI

- Identify and reevaluate performance deficits

- Assist with continued improvement of employees and CQI programs, education of San Francisco County EMS and agency protocols and policies, and education of new equipment and procedures
- Evaluation of Patient Care Reports as requested

Mentorship

- Role model and mentor, being available to answer questions and provide guidance
- Coach and support field employees, new FTOs and Preceptors by providing education and training

OVERALL GOAL

The goal of this CQI Plan is to utilize cross-functional teams for constant process improvement. The peer process is influenced by the different perspectives of those participating, which encourages innovative ideas to make needed improvements. AMR utilizes the Model for Improvement – PDSA Cycle, which altogether reinforce pre-hospital service excellence.

Model for Improvement

PDSA Cycle of Plan, Do, Study, Act

Additionally, this CQI Plan includes prospective, retrospective and concurrent review of all aspects of the systems that impact patient care.

1. **Prospective CQI:**

- Participation in LEMSA committees
- Continuing Education
- Participation in recertification classes
- Offer educational programs based on problem identification and trend analysis in conjunction with LEMSA QI Committee
- Establish procedures to inform all personnel of system changes

2. **Retrospective CQI:**

- Perform retrospective analysis of field care, utilizing e-PCRs, to include but not limited to incidents as followed:

a. High-Risk

b. Problem-oriented calls

c. Any call requested to be reviewed by LEMSA or other appropriate agency

d. Specific audit topics established through the San Francisco County QI Committee and/or EMS Advisory Committees

- Participate in Incident Review Processes
- Comply with reporting and other quality improvement requirements as specified by the LEMSA
- Participate in prehospital research and efficacy studies requested by the LEMSA and/or the QI Committee

3. <u>Concurrent CQI:</u>

- Engagement in direct field response as necessary, to observe personnel during patient care activities. (this will allow AMR to understand the potential challenges that providers face in the field, see how clinical protocols are implemented and detect opportunities for improvements)

II. DATA COLLECTION AND REPORTING

A. Specific performance indicators are selected on an ongoing basis by AMR, with regulation provided by California EMSA, Title 22, and the LEMSA. In addition, any other opportunities for improvement that present themselves through direct review, audit, and reporting incidents are considered. Feedback and recommendations may be presented through the Quality Improvement Committee to provide additional indicators throughout the year, when data collection and trend has shown the need.

Generation of reports and their distribution flow include reporting to the LEMSA and currently occurs monthly/as requested. AMR will continue to use EPCR Reports as available for Quality Improvement/Assurance and data review.

QUALITY INDICATORS

Personnel:

- Education and Training: Quarterly training opportunities in conjunction with REACH/AMR for all employees.
- Recertification courses through AMR's affiliate school, National College of Technical Instruction (NCTI)

Equipment and Supplies

- Refresher education on infrequently used equipment as well as any new equipment introduced to SF County Policy and Protocol (i.e. LUCAS devices, albuterol inhalers, Meter Dose Inhalers, iGel Supraglotic Airways)

Documentation

- Narcotic use and documentation compliance

Clinical Care and Patient Outcome

- Continue STEMI reporting to the LEMSA to identify areas for improvement
- Cardiac Arrest outcomes and improvement in collaboration with the LEMSA and Zoll online case review

Skills Maintenance/Competency

- Infrequent skills reporting to LEMSA QI Committee

Transportation/Facilities

- Ambulance patient offload times (APOT) reporting to LEMSA QI Committee

Risk Management

- We will continue to employ the Just Culture model when analyzing and managing risk.

III. EVALUATION OF INDICATORS

A. AMR will evaluate performance indicators in collaboration with the QI Committee as needed. Projects are delegated to the appropriate task group within the system, and then outcomes and findings are disseminated as appropriate, to carry out improvement and action plans.

B. AMR will utilize LEMSA QI Committee supported indicators and those that it develops and designs, based on needs identified throughout the year. Depending on the goals of the various

groups, indicators will be added or changed, to make San Francisco County the most effective and successful, for the employees and customers.

C. AMR will set up processes for successful analysis and evaluation of its practices. With the goal to monitor quality, provide feedback and remediation, and demonstrate competency.

D. Data collection improves upon and replaces anecdotal management, with objective facts and information, only if the methods and design of the data collection and analysis are accurate. The following checklist will serve as a template for AMR:

1. For what purpose are we collecting the data?
    a. What question or questions do we need to answer?
2. What data points do we need to collect to answer the question?
3. Have we defined the parameters of the data to be collected?
    a. For example, if we are measuring time to defibrillation, what time period are we measuring?
    b. On-scene time to defibrillation, or patient contact time to defibrillation?

    Failure to define the parameters of the data to be collected will lead to inaccurate data.
4. How will the data be collected? What is our data source?
5. When and where will the data be collected?
6. What are our upper and lower control limits for system outliers?
    a. What will we do with these outliers?
7. What training is required prior to collecting the data?
8. Who needs the training?
9. What methods will be used for analysis of the data?
10. What time period or sample size will we use?
11. What methods will we utilize to validate our data?
12. How will the results be utilized?

After successful analysis and evaluation, AMR will collaborate with the QI Committee for further evaluation of the data outcomes. This evaluation will include:

- Identify the objectives of evaluation
- Present indicators and related EMS information
- Compare performance with goals or benchmarks
- Discuss performance with peers/colleagues
- Determine whether improvement or further evaluation is required

- Establish plan based upon decision
- Assign responsibility for post-decision action plan

E. With this process, AMR plans to utilize an internal QI mechanism to evaluate charting and provide feedback to caregivers.

IV. Action to Improve

A. One of the basic principals in quality improvement is that one must make system decisions and choices based on information. In order to make measurable, good decisions and process improvements, EMS must incorporate research into the evaluation of protocols, procedures, medications, and equipment. Research is vital to the practice of EMS and is fostered and supported by the QI Committee.

This quality improvement is achieved through understanding and study of data. AMR plans to utilize the IHI Triple Aim Initiative which has three dimensions that are used to look at system performance and improvement. These three dimensions are: improving the patient care experience, improving the health of populations, and reducing per capita cost of health care. While using the "Triple Aim" it is important to use the dimensions simultaneously and not individually when looking to improve.

B. Quality improvement in coordination with system and data management involves understanding of all contributing factors. Positive performance motivators are created when caregivers are provided the opportunity by the QI Committee to discuss their concerns and issues.

Interactive communication reinforces peer driven standards of care, while appreciating constraints and challenges of the field environment. Being available to the field is necessary for mutual respect and understanding.

C. Furthermore, we understand that we operate with individuals of various levels of experience, different attitudes and behaviors, and of varying personalities. Due to this, there in understanding that unwanted actions or behaviors will take place. Furthermore, we understand that while AMR strives for excellence, the development of a perfect system is not plausible, for these reasons, AMR and the JPA employs a "Just Culture" model.

AMR has fully adopted the collaborative culture of safety or "Just Culture." Just Culture has been embraced by the healthcare industry to reduce errors and deaths of patients. Just Culture starts with evaluating the system design to see if policies, equipment, procedures or guidelines contributed to the error. If the system design did not contribute to the error, you perform a behavioral risk analysis that categorizes the decision as human error, at-risk choice or reckless choice.

For example, if a medication error happens because two different medication vials look similar, the system design contributed to the error and we would switch to vials that look very different to prevent it from happening again. If human error contributed to the error, you evaluate if the person fully understood the policy or procedure and we provide the person with support, education and encouragement. At-risk and reckless choices may result in coaching and corrective action as a deterrent. Just Culture encourages not just focusing on the individual, but evaluating the system design first, interviewing other EMTs and Paramedics to see if they would or could make the same mistake or have the same understanding of the system. This encourages a culture of open error reporting in a less punitive environment.

V. Training and Education

A. It is the policy of AMR that all new employees receive and successfully complete an effective orientation process, on their date of hire. All employees who deliver patient care are required to successfully complete a program that includes a patient care and performance evaluation as defined by San Francisco County accreditation requirements, prior to release to independent duty.

The basis for providing safe, effective and state-of-the-art patient care is high quality, current, evidence-based, continuing education. This training and education also serve the purpose of meeting national, state, and county mandated requirements for re-registration, re-licensure and recertification.

B. It is the responsibility of AMR to ensure any changes to existing clinical policies, training expectations, or requirements resulting from QA/QI improvements, are successfully communicated. AMR is responsible for familiarizing themselves with any ongoing or new applicable Local, State and Federal laws, which affect prehospital care.

C. AMR evaluates education and training needs on an ongoing basis, gathered from retrospective data and clinical recommendations from the LEMSA. AMR maintains training

records both electronically and in hard copy file jackets, assuring that verifiable, ongoing training is appropriate to the employee's skill level and service goal.

D. Through root cause analysis and using the "Just Culture" model, issues may be identified on how an event occurred and why it happened. This process allows AMR the ability to determine whether education or training is necessary to the field provider. Additionally, whether improvement is necessary for the overall system of program management. Once AMR has identified an employee's clinical deficiency, training and education are critical and are addressed through several processes which include:

- Review and education of standard clinical policy and protocol and knowledge.
- Notification to the LEMSA if appropriate.
- Training on the subject.
- Provide verbal and/or written information to involved individual(s)
- Consider a subject/topic audit
- Prepare a performance development plan
- Develop a re-evaluation process plan.

E. AMR is responsible for ensuring that continuing education are available to all field employees. AMR provides a variety of educational opportunities through its organization.

F. AMR assures that consistent and ongoing training occurs and is appropriately documented and tracked for compliance. Utilizing Local, State, and National guidelines for classroom education and psychomotor skills. Field Training Officers conduct examination-related activities, on an equal basis for all candidates. During training and skills verification, each field employee is objectively observed and documented. Both EMT's and Paramedics are offered educational opportunities along with electronic training programs, memorandum on policy changes, train the-trainer programs, and training facilitated by outside clinicians. Documentation for verification purposes is located electronically and in hard copy skills jacket.

G. Training and education are significant to the quality improvement process and is addressed in a collaborative manner with all of our partners throughout the EMS system.

AMR will be responsible for appropriate continuing education (CE) according to Title 22. Division 9. Chapter 11. All CE shall include the following objectives:

- Meet State licensure/certification requirement

- Be developed with educational content to address San Francisco County specific needs when applicable
- Provide standards-based training for all ambulance personnel
- Integrate prehospital skills/CE training into a county-wide system

H. AMR will perform a biannual EMT Infrequent Skills refresher/validation for all EMT's working in the San Francisco County EMS System.

VI. Annual Update

AMR is responsible for updating this CQI plan annually. Retrospective review identifying successes and areas for improvement dictate changes, which will be put in place for the upcoming plan. Coordination with the LEMSA and the California EMSA ensures the same goals and objectives are being implemented.

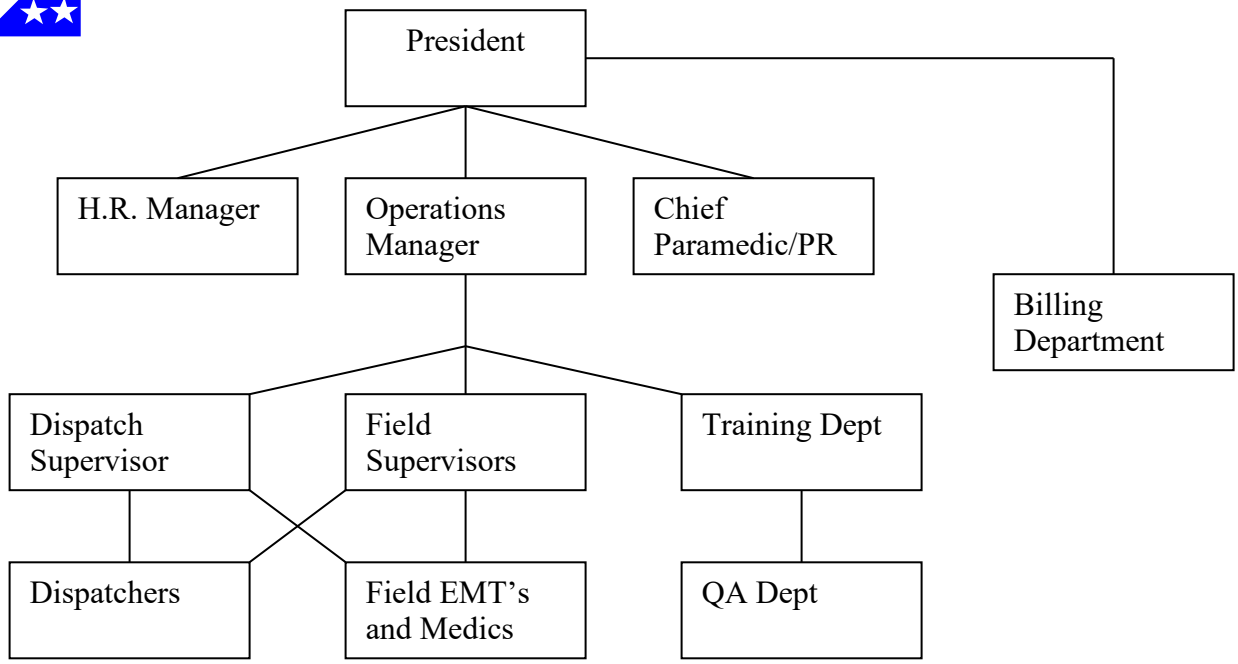
The goal for our updates:

- Develop evidence-based portfolio of projects and data that matches internal and external goals
- Improve clinical care processes
- Demonstrate strategies that improve patient experience or outcome and reduce cost
- Measurable reduction of preventable harm and care outcomes
- Increase patient satisfaction

For 2023, the CQI plan continues its format and processes for data collection. Improvement goals and indicators are quantitative and less theoretical in nature, with outlined plans for implementing changes where necessary. In the next 12 months AMR will consistently use the Model for Improvement:

- Setting specific aims for improvement
- Measuring performance on those aims over time
- Identifying changes that will lead to improved performance
- Carrying out a series of testing cycles, to identify the most successful strategy for reliable improvement

KING-AMERICAN



The above chain of command and organizational structure as of January 1, 2023.

President – Josette Mani

Human Resource – Josh Nultemeier

Operations Manager/Chief Paramedic/QA Director/Training – Josh Nultemeier

Public Relations Officer – Josh Nultemeier

Billing Dept

1. Controller – Josh Mani, Managing Director
2. Supervisor – Joan Santilices

Supervisors/QA/Specialists – Josh Nultemeier

Paramedic Supervisor, Supply and Safety Officer – Peter Jacoby

Paramedic Supervisor – Kiarra Grant, Peter Jacoby, Ian Collier, Ed Cienfuegos, Cassie Rashleger

QA Director – Josh Nultemeier

EMT Supervisor and Vehicle Maintenance – Bernard Galang

Communications Supervisors – Ish Perez and Nikki Maples

King American Ambulance
Quality Improvement Plan
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2023

King American Ambulance
QI GOALS / OBJECTIVES
2023
STATUS REPORT for 2022

PCR's are reviewed for overall policy and protocol compliance on a specific basis. PCR's that meet the following criteria are reviewed.

1. Any call where there is a medication push.
2. Ay code 3 return to the hospital.
3. Any "code" or resuscitation
4. Any chest pain or shortness of breath call
5. Infrequently used skills such as ET, NT, Pacing, IO, Decompression and Needle Cric.

These 5 types of calls are reviewed for the following:

1. Signatures must be obtained by somebody other than a crew member. The name of the person signing must be typed into the PCR in the appropriate area.
2. 12 EKG on all chest pain, SOB and AMS patients must be documented.
3. Vital signs after any medication push or any intervention performed. Vital signs and medication administration cannot be documented with the same time.
4. OPQRST or PASTE must be documented for all chest pain and/or SOB patients as appropriate.

As appropriate calls are reviewed with employees when the QI process recognizes that there is a pattern of documentation that stands out and is in need of corrective action or guidance.

Paperwork for infrequently used skills is being completed and turned in at the end of each shift. Reports to LEMSA are generated monthly on these skills.

We have reviewed countless PCR's with field employees and received positive feedback from them. Nobody has been placed on a corrective action plan in 2014.

Field supervisors are also doing prospective QA in the field with real time monitoring of crews running calls and providing feedback on documentation and other areas. This area of the QA plan needs to have more attention given to it, as not a lot of prospective QA paperwork has been generated.

In 2020 the focus was on retrospective QA (reviewing PCR's). In 2018 and 2019 we had close to 25 pages of notes for QA. Focusing our efforts on PCR review and feedback to employees we decreased that down to 15 pages for 2020.

King American Ambulance
QI GOALS / OBJECTIVES
2023
STATUS REPORT for 2022

Goals and Objectives REPORT for 2022:

1. A review of the selected criteria was done and reports show a decline in documentation errors over the last 1 year.
2. Crews are understanding policy and protocols better as they are discussed through the feedback process. An improved feedback process was implemented in 2030 through the use of ESO software. Crews must acknowledge that they received the feedback from QI before they can clock in.
3. Improvement of high risk / low frequency skills by reviewing PCR's and sign off sheets when the skill is used. This process was discovered to not work to increase the skills of the medic. A retrospective chart review and additional paperwork does not increase the medic's skill or ability. This process has been changed to tailored scenario based training for 2021.
4. Prospective QA by field supervisors showed room for improvement in 2022. A focused effort on documentation was implemented for 2020 and we had a significant decrease in documentation errors. This resulted in higher quality patient care, better protocol knowledge by the medic and increased revenue though the billing process. We are continuing this process.
5. Reducing time interval for dispatch by 25%. See Dispatch QA report.
6. We accomplished the goal of maintaining 3 EMD-Q personnel. We also certified Ian Collier, Paramedic Captain, in EMD.
7. Participation in LEMSIS reporting. King American was able to successfully submit data is ICEMA using NEMSIS 3 criteria in 2020. Through the contracting with Beyond Lucid Technologies King-American is able to submit APOT reports, Core Measures and many other reports that were not possible previously.
8. EPCR program is expected to be ugraded to be NEMSIS 3.5 compliant by end of Q2.
9. We continuously are involved and participate in the LEMSA QA meetings. A record of attendance can be found by the LEMSA QA coordinator.

King American Ambulance
QI GOALS / OBJECTIVES
January 2023

Purpose: To establish a set of goals and objectives for King American Ambulance through the process of the Quality Improvement Plan and process.

Content: The following are the goals and objectives for King American Ambulance for calendar year 2023.

1. Review all code three returns to hospitals, medication pushes, chest pain and shortness of breath calls; reviewing for appropriateness and adherence to policy / protocol (and adherence to policy 6050).
2. To improve and reinforce protocol / policy knowledge through ongoing training and by reviewing PCR's with them as needed.
3. To improve high risk / low use skills by reviewing PCR's for adherence to policy / protocol and continuing the use of sign off sheets when the skill is used. This process has been enhanced through tailored scenario-based training for 2021.
4. Continuing the utilization of field supervisors to respond to calls as part of the QI process to watch crews "real time" and provide constructive feedback immediately as needed.
5. To meet the 2 minutes gold standard for EMDing emgernecy calls.
6. Continue to maintain the 3 trained employees in EMD-Q from NAEMD.
7. Participate in the LEMSIS reporting with EMSA and the electronic PCR data collection process.
8. Participate in the new and improved QA Meetings that are sponsored by LEMSA.
9. Continue to maintain Zoll Dispatch Pro licenses and utilize PRO QA.

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2023 Quality Improvement Plan

PCR's

A review of PCR's is done daily and weekly. Calls that are flagged for QI review are:

1. All Chest Pain and SOB Patients
2. All Medication administration
3. All code 3 transports to the hospital
4. All Resuscitations

Call types that include infrequently used skills will also be audited. These skills include

1. ET
2. NT
3. TCP
4. IO adult and child
5. PVAD
6. King Tube
7. Decompression
8. Needle Cricothyrotomy

All these skills shall have the "infrequently used skills" form filled out and turned in by end of shift.

100% chart audit on the above calls. Overall, more than 75% of total call volume is reviewed.

The PCR is read and analyzed. A review of the PCR is completed with the E-PCR program. Quality indicators listed above are automatically captured for review. QA markers and notes are added to each call as necessary. QA markers for the PCR's include documentation completeness, mileage, and adherence to protocols. After completion of the review, QI comments are directed to the crews through our ESO program and the calls reviewed with the employees in person, as deemed necessary and appropriate, after the QI comments. If an employee establishes a pattern that is in need of correction, then we will focus on that particular area for improvement. The areas of focus during the review include Policy and Protocol adherence, Response to ALS Care, Patient Assessment and Treatment Appropriateness, Documentation of Refusals and Destination Appropriateness. Attention to documentation technique is also noted and reviewed with the employee. Crewmembers are asked to review certain policies and protocols if a deficiency may have appeared in a certain area. Risk Management issues are addressed as they arise.

Verification of Data Accuracy

During the review of PCR's the QA personnel are verifying the accuracy of data. They are observing the times that crew members are inputting, run numbers, incident locations etc. This information is all recorded electronically with Zoll and the collection and organization of the data is formatted with Zoll Rescue Net Reporting functions. Schematrons are in place in the EPCR systems for NEMSIS 3 verifications.

Prospective Quality Assurance measures

On duty supervisors respond to random calls and complete real time evaluations of field personnel during patient care activities. They observe, monitor and record information at the scene and then follow up with reviewing the PCR at the hospital. Forms are filled out and performance is discussed with the field personnel. All parties sign the forms. This is an area of emphasis for 2021.

Personnel / Training / Teaching

Training such as CPR, ACLS, PALS and other continuing education classes are performed on a regular basis. New Paramedics are partner matched so they work with paramedics that have experience in San Francisco.

Dispatch

Calls are reviewed for appropriate EMD codes and dispatch codes on a daily basis. Time compliance issues are looked at as well as if the appropriate unit was dispatched. Recordings of the calls are reviewed and taped for training purposes. A random selection of scene type emergency calls are then handed to all the dispatchers to review and see if they come up with the same EMD codes and units to dispatch. We also do scenario-based training to focus on specific EMD Protocol usage.

LEMSIS

We are using ZOLL electronic PCR's. We were a participating agency for the NEMSIS 3 submission to ICEMA. Data is submitted in an XML format. Additionally, our data is transferred to Beyond Lucid Technology who can generate custom reports in many different formats.

Participation

Participation will be mandatory for all employees. Employees will who have identifiable patterns of behavior or patterns of treatment that are not consistent with the current standard of care will be given the opportunity to change. The QI program coordinator will discuss with the employee the following:

1. The identified deficiency
2. A corrective action plan
3. Disciplinary action procedures for non-compliance of the remediation plan.

Other Reporting

Infrequently used skills reports are filed with EMSA on a quarterly basis.
QA Summary reports are filed on a yearly basis with EMSA.
Any employee placed on a corrective action plan will be reported to EMSA.
Level 2 and Level 3 incident investigations will be reported to EMSA.

Secure records keeping

Only QA/QI personnel will have access to these records.
All records will be stored in a secure location and available upon request to EMSA.

King American Ambulance

PARAMEDIC SUPERVISOR FIELD EVALUATION

Quality Assurance Communication Form

Unit #_____ Crew 1_____ Crew 2_____

Crew 3_____

PCR#:_____ CMED#: _____

Date/Time of Call: _____ / _____ / _____ _____ hrs

Location: _____

Nature: _____ Code: _____

Other Responding Units: _____

1. Patient Care and Assessment: Appropriate and through treatment provided as observed on scene. Yes No
   Notes:

2. Documentation: Complete and accurate PCR documentation. Additional paperwork also completed. Yes No
   Notes:

3. Customer Service: Positive Feedback from both patient/family and facility personnel. (Explain if crew went "Above and Beyond.") Yes No
   Notes:

4. Safety: Crew operates using appropriate BSI and safety techniques. Yes No
(Was the crew wearing BSI fanny packs, and were shoulder straps on the gurney?)
Notes:

5. Teamwork: Crew works together well with good communication. Yes No
Notes:

6. Additional Comments/Concerns: _____

_____

_____

_____

_____

Person completing form: _____

Signature: _____ Title: _____

Date: _____ / _____ / _____ Time: _____

Crew Signatures: (Include employee number)

1. _____ 2. _____ 3. _____

King American Ambulance
QA – Corrective Action Plan

Paramedic Name: _____ Date: _____
QA Supervisor Name: _____

Description of action in need of correction:

_____
_____
_____
_____
_____

Date	Act / Omission
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Specific Identifiable Pattern established? Y / N

Corrective Action Plan

_____
_____
_____
_____
_____
_____

Date to be completed: _____

Consequences of non-compliance with Corrective Action Plan may result in disciplinary action in accordance with company policies and procedures.

_____ _____
Paramedic Signature QA Supervisor Signature

_____ _____
Print Name Print Name

_____ _____
Date Date

Paramedic Field Evaluation

Date: ________________________

Evaluator: ____________________ Student/Intern/Evaluatee: __________________

Run #: ________________

1. Body Substance Isolation……………………………………….…………..._____
2. Scene Safety
    a. Determines Scene is safe……………………………………………_____
    b. Determines mechanism of injury/nature of illness………………………_____
    c. Determines number of patients………………………..……..………_____
    d. Requests additional help if necessary…………………………….…_____
    e. Considers stabilization of C-Spine………………………………………_____
3. Initial Assessment
    a. Verbalizes general impression of patient………………………………_____
    b. Determines responsiveness/level of consciousness………………………_____
    c. Determines Chief Complaint/apparent life threats………………………_____
    d. Assesses airway and breathing……………………………………………_____
    e. Assures adequate ventilation……………………………………………._____
    f. Initiates appropriate oxygen therapy……………………………………._____
    g. Assesses circulation via pulse and skin color, temp & condition………..._____
    h. Control major bleeding……………………..…………………………_____
4. Focused history and physical exam
    a. History of present illness…………………………………………………_____
    b. Onset, Provocation, Quality, Radiation, Severity, Time…..………………_____
    c. Clarify questions of associated signs and symptoms related to OPQRST.._____
5. Past medical history
    a. Past pertinent history…………………………………..………………_____
    b. Event leading to present illness…………………………………….……._____
    c. Last oral intake…………………………………………………….……_____
    d. Medications……………………………………………………………._____
    e. Allergies…………………………………………………………...…_____
6. Performs focused physical exam (assess affected body part/system or completes rapid assessment.
    a. Cardiovascular……………………………………………….……...._____
    b. Pulmonary…………………………………………………………………_____
    c. Neurological………………………………………………………………_____
    d. Musculoskeletal……………………………………………………………_____
    e. Integumentary……………………………………………………………..._____
    f. GI/GU……………………………………………………………………_____
    g. Reproductive……………………………………………………………..._____
    h. Psychological/social…………………………………………………….._____
7. Vital signs
    a. Blood Pressure………………………………………………………………_____
    b. Pulse rate and rhythm……………………………………………….…_____
    c. Respiratory rate, rhythm and effort………………………………………_____
    d. Lung sounds…………………………………………………………...…_____
    e. Pupils…………………………………………………………………….._____
8. Diagnostics
    a. Monitor…………………………………………………………………….._____
    b. Pulse oxymeter……………………………………………………………._____
    c. Glucose check…………………………..……………………………_____
9. States field impression of patient……………………………………………_____

Paramedic Field Evaluation

Date: _____
Evaluator: _____ Student/Intern/Evaluatee: _____
Run #: _____

10. Initiates appropriate interventions
    a. Interventions performed Interventions omitted

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

11. Initiates transport to appropriate receiving facility at appropriate time……_____
12. Repeat vitals performed after every intervention or treatment and/or every 5 minutes on critical patient & every 15 minutes on stable patient…….._____
13. Evaluates response to treatment…….._____
14. Followed appropriate protocol _____…….…….._____
15. Repeats focused assessment regarding patient complaint or injury as necessary……..._____
16. On scene time _____…….…….._____
17. Total on scene time _____ minutes……_____
18. Transport time _____ Appropriate Yes or No……..._____

Critical Failures

_____ Prolonged on scene time greater than 30 minutes unless justified
_____ No body substance isolation
_____ Failure to determine scene safety before approaching patient
_____ Failure to provide appropriate oxygen therapy
_____ Failure to provide/assess adequate ventilation
_____ Failure to find or appropriately manage problems associated with airway, breathing, hemorrhage or shock (hypoperfusion)
_____ Failure to differentiate patient's need for immediate transportation versus continued assessment and treatment on scene.
_____ Performed other detailed or focused history or physical examination before assessing and treating threats to airway, breathing and circulation.
_____ Failure to determine patient's primary problem
_____ Orders, completes or attempts to complete a dangerous or inappropriate intervention
_____ Failure to provide for spinal protection when indicated
_____ Followed inappropriate or wrong protocol
_____ Followed protocol incompletely or inaccurately
_____ Failed to complete ALS assessment on an ALS patient per county policy

_____
List items omitted
Explain any checked critical failure boxes

_____

_____

_____ _____
Evaluator Signature Student/Intern/Evaluatee Signature

_____ _____
Print Name Print Name

King American Ambulance
Quality Improvement Plan
Education and Training
January 2023

Education and Training:
A minimum standard set forth by local and State authorities as the minimum qualifications as EMT, Paramedic and Dispatchers are followed. Found in CCR Title 22, Health and Safety Code Division 2.5 and Local EMS Policy. Education and certifications are verified prior to employment.

In House Education:
King American Ambulance offers continuous education in the areas of drivers training, CPR, QI Chart Reviews, focused audits of call taking and PCR reviews, skills and protocol/policy review, EMD Training, ACLS and PALS.

A copy of any of the programs is available upon request.

King American Ambulance is a certified continuous education provider authorized by SFEMSA; provider # 38-0005.

King American Ambulance
Quality Improvement Plan
Personnel
2023

Personnel:
Personnel are categorized as EMT, Paramedic and Dispatcher. Supervisors and Management personnel may be trained to do all functions if trained and certified. Job descriptions are located in the company policy book.

Currently, in 2023, we have 3 personnel certified to complete QA reviews for dispatch. Josh Nultemeier, Nikki Maples and Ish Perez both are EMD-Q certified by the National Academy of Emergency Dispatch.

The quality assurance program manager for the company is Josh Nultemeier. His experience includes 34 years in EMS, 28 years as a paramedic and 20+ years in management at King-American doing QA reviews and training of documentation for PCR's. The Paramedic Supervisors are trained in QA PCR Chart Review also and Josh Nultemeier oversees the QA process on a random basis to ensure the quality of the QA program itself.

The QA program does not have a full time employee devoted to QA activities. The company is small and utilizes 4 personnel as part of their job activities to perform the QA functions of the company. The company has had full time employees in the past and found that it was not necessarily a full time position and the wages paid vs. benefit did not meet the company's expectations. This model of sharing duties and worked well and the current communication is exceptional.

Hiring process of personnel is outlined in our company policy book as well as the employee handbook and union collective bargaining agreement.

Please refer to the company policy book, employee hand book for more information on personnel.

In 2020 we contracted with UCSF for a company medical director. Currently that position has been assigned to Eric Silverman, MD. Our contract with UCSF provides security, in that, in Dr. Silverman decides to vacate that position, UCSF will provide us with another MD.

King American Ambulance
Quality Improvement Plan
Equipment and Supplies
January 2023

Equipment and supplies:
Restocking is all done from our base at 2570 Bush St. in S.F.
A minimum standard ambulance-stocking list is in SFEMSA policy 4001.
Restock supplies are monitored by a supervisor and supplies ordered as needed.
Equipment is checked in and out for every shift.
The on duty crews, prior to every shift, perform equipment checks in accordance to the manufacturer's recommendations.
Preventative maintenance is performed on a regular basis with such companies as STRYKER for the gurneys and Zoll Corp. to do preventative maintenance on the Zoll X series monitors.

King American Ambulance
Quality Improvement Plan
Documentation
January 2023

King American Ambulance has a documentation policy located in the King American Ambulance policy book.

The key points that are going to be focused on for 2021 are the following:

1. Signatures must be obtained by somebody other than a crew member. The name of the person signing must be typed into the PCR in the appropriate area.
2. 12-Lead EKG on all chest pain, SOB and AMS patients must be documented, with the monitor data attached to the PCR
3. 12 lead ECK data must have the correct fields filled out for transmission.
4. Vital signs after any medication push or any intervention performed. Vital signs and medication administration cannot be documented with the same time.
5. OPQRST or PASTE must be documented for all chest pain and/or SOB patients as appropriate.
6. Infrequently used skills documentation: (examples)
   A. ET Tube secured how and where
   B. TCP documented rate and milliamps
   C. IO documented location, pressure bag and lidocaine if appropriate.
7. Infrequently used skills: Forms completed as necessary.
8. Zoll X Series Data attached to all CPR calls for compression and CPR “puck” data.
9. Prospective QA done by Supervisors in the field.

King American Ambulance
Quality Improvement Plan
Documentation
January 2023

TRAINING HANDOUT
QUALITY ASSURANCE / QUALITY IMPROVEMENT PLAN – E-PCR

1. Billing information.
   A. Name
   B. Address
   C. Social Security Number
   D. Insurance information – Policy number, group number, Medicare # with a letter at the end.
   E. PHONE NUMBER
2. Chest Pain
   A. 12 lead must be done before medications
   B. O = Onset (gradual or sudden)
   C. P = Provoke (what where you doing when it started? Does anything make it better or worse?)
   D. Q = Quality (Describe the pain)
   E. R = Region, Radiate (where is the pain? Does it go anywhere or stay there?)
   F. S = Severity (on a scale of 1-10)
   G. T = Time (what time did this start?)
   H. Associated signs and symptom. Breaking out in a sweat, nausea vomiting, dizziness, etc.
3. Shortness of Breath
   A. 12 lead
   B. P = Progression (sudden or gradual)
   C. A = Associated chest pain (if yes, then OPQRST also. And, which came first)
   D. S = Sputum (coughing anything up?)
   E. T = Time, Temp and Talkabiliity (how many word sentences can you speak?)
   F. E = Exercise Tolerance (can you get up without getting short of breath?)
4. Signatures
   A. Employees are NEVER allowed to sign the patient signature area.
   B. Best to get the patient to sign it
   C. If the patient cannot sign the PCR then it MUST BE DOCUMENTED why the patient could not sign
   D. If you get any other person to sign the PCR the first and last names must be obtained and their relationship to the patient must be documented.
   E. HIPAA – You may write “left with patient” in the signature area.
5. All medication administration must have vitals taken within 5 minutes after each administration. You may have 9 sets of vitals for a chest pain patient!
6. All significant procedures must have vitals taken with 5 minutes after each procedure.
7. Narrative – Must be complete and thorough. Has to describe the medical necessity of the patient and justify the need for the ambulance. Details are important for reimbursement!

8. DO NOT WRITE – Vital WNL, Vitals Stable, etc. in the narrative. Vitals signs are an objective finding and we don't need a subjective interpretation of an objective finding.
9. DO NOT WRITE – All time approximate. Use your watch, or buy one.
10. Original 5150 paperwork must always accompany the patient. A copy is not legal.
    A. Only a MD, Police or social worker with the appropriate card authorizing them to do 5150's may place patient on 5150's.
11. AMA's require base hospital contact and 2 paramedic signatures.
12. PDT requires two signatures. One paramedic and EMT okay for PDT.

An emphasis will be made to ensure policy 6050 that became effective on 10-1-2020 will be adhered to in the 6 categories from appendix A of the policy.

1. Cardiac Arrest
a) Accurate intervention and medication times
b) Patient response to interventions
c) ROSC or termination time
d) AED/CPR prior to arrival, including name of provider

2. Chest Pain/Acute Coronary Syndrome a) Time of Aspirin administration
b) Detailed EKG findings
c) Room-air SpO2
d) Time of symptom onset (in HH:MM format)
e) Time of hospital notification for STEMI Alert

3. Stroke a) Cincinnati Prehospital Stroke Scale findings
b) Blood glucose reading
c) Time of symptom onset (in HH:MM format)
d) Time last seen normal (in HH:MM format)
e) Time of hospital notification for Stroke Alert

4. Advanced Airway a) Time of adjunct placement
b) Reason for advanced airway placement
c) Room-air SpO2
d) End tidal CO2 (waveform and ETCO2 number)
e) Reconfirmation of adjunct placement after all patient movement

5. Severe Agitation and Use of Restraints a) Patient behavior that necessitated restraint usage
b) Type of restraint or adjunct used
c) Time restraint was applied
d) Reassessment of patient condition every 5 minutes post-restraint
e) Respiratory monitoring using end tidal CO2 (if chemical sedation performed)
f) Blood glucose reading

6. Near Drowning a) Description of fluid (salt or fresh water, temperature, etc.)
b) Duration of submersion
c) Height of fall/mechanism of injury
d) Evidence of head/spinal trauma or other associated injuries
e) Neurological status
f) Respiratory findings

King American Ambulance
Quality Improvement Plan
Clinical Care and Patient Outcome
2023

Refer to QI plan overview for clinical care.

Patient Outcome:
At times a case may be interesting enough for crewmembers to follow up on their own. Other times it may be necessary to do follow ups due to case reviews, exposure reporting, disease control, etc. King American Ambulance does not regularly follow up on patient outcomes after transfer of care from field personnel to hospital personnel.

Currently in San Francisco there is no reliable structure in place for patient outcome reporting from the hospitals to any given entity. This process relies solely on the provider agency to put forth the effort and time to research outcomes.

The company will try to obtain outcomes of patients on a per request basis from crew members wishing to follow up on a particular case. When outcomes are received the information will then be communicated to the crew member. The company will try to process outcomes as received and appropriate.

With the addition of Get With the Guidelines, CARES reporting and the STEMI/STAR reports submitted to the LEMSA, we hope to gain more patient outcomes for 2021.

HIPAA will be adhered to at all times to protect patient confidentiality.

King American Ambulance
Quality Improvement Plan
Skills Maintenance and Competency
2023

Skills maintenance is preformed by on the job activities and training. Training and review for lesser-used skills is done annually or through ACLS and PALS. If necessary, a supervisor will evaluate an employee using national standard guidelines for employee performance evaluations. This is the same skill sheet used during the paramedic accreditation process. Skills are reinforced during ACLS and PALS classes that are taught throughout the year several times. In 2023 regular training is scheduled to ensure constant training and employer/employee interaction in regards to patient care and treatment. A month-to-month training program has also been put in place to keep up with compliance and ensure all employees are trained and up to date on county policy and protocol. Additionally, the EMS agency has recently required annual skills competency verification sign off. We continue to maintain compliance.

King American Ambulance
Quality Improvement Plan
Transportation / Facilities
2023

Transportation:
Training for driving is provided by King American Ambulance in the form peer review and is informal. Multiple attempts of section 3 of EVOC have been attempted and unsuccessful, as it doesn't meet our complete needs.
Most employees have EVOC certification from an outside source. King-American is considering offering the classroom portion of EVOC, however, due to lack of facilities, the cone course section can not be offered.

Facilities:
A list provided by SFEMSA in regards to destination for patients. SFEMSA details out what type of patient can go to what hospital based on the hospital's capabilities.

Employees are oriented to hospitals during their 24 hour (or more) third person ride-a-long on the job training. All EMT's have an additional 72 hours of ALS partner training where they are again oriented to facilities. Paramedics usually take 4 to 5 days after there initial 24 hours of 3rd person orientation. All employees were also trained on the most current destination protocol updates.

2023 will also include new training due to State requirements for alternative destination for all of our field employees.

King American Ambulance
Quality Improvement Plan
Public Education / Prevention
2023

Public Education:

King-American Ambulance performs training in First Aid and CPR for groups outside of its immediate employees. Some of the groups trained in the past are SF Giant's employees, Hotel workers, The Carlisle, other board and care home and assisted living facilities, etc. King American Ambulance management works hard at participating in groups and policy making for public safety such as the management of ETOH patients in large sporting events such as the Giants. We participate in "show and tell" for San Francisco Schools such as the Star of the Sea School, Mission High School and other local High Schools.

King American Ambulance
Quality Improvement Plan
Risk Management
January 2023

RISK MANAGEMENT:
Issues related to risk management are taught during all aspects of employment. Topics include:
Patient Care (treatment, transport and refusals)
Driving (normal and code 3 driving)
Lifting and Carrying of equipment and patients
Documentation and reporting (continuous PCR reviews)
Exposure control and reporting methods (yearly training)
Haz-Mat issues (yearly training)
BBP (yearly training)

Focused areas for 2023:
Injury and Illness Prevention Program
Hazardous Communications Plan and training
Harassment training for all supervisors and managers
Aerosolized Transmission policy update and training
Cyber Security training

Other issues related to Risk Management are addressed as they arise.

King-American Ambulance

AFTER ACTION REPORT SUMMARY

Incident:_____ **Date:** _____

Person Completing Summary: _____

Summary: (use back of page if necessary) _____

Final Action Taken: _____

Signed: _____

Print: _____

Use back of page for additional information. (01/03)

King-American Ambulance

INVESTIGATION REPORT

Be sure to fill out completely

Person Reporting:_____ **Date of Report:** _____

Home Phone: _____ **Work Phone:** _____

Nature of incident: _____

Where did incident occur: _____**Job #:**_____

Address: _____ **City:** _____

Date of Incident: _____ **Time:** _____

Please describe incident fully: (use back of page if necessary) _____

_____

_____

_____

_____

_____

_____

_____

Supervisor Notified: Name: _____ **Date:** _____ **Time:** _____

Manager Notified: Name: _____ **Date:** _____ **Time:** _____

Reported immediately?: _____ **To Whom:** _____

Immediate Action Taken: _____

Witnesses Names: _____

Injuries Involved: _____

Was a police report filed? _____ **(#:** _____**)**

Date investigation Closed: _____

Use back of page for additional information. (01/03)

King-American Ambulance

INVESTIGATION REPORT CHECK LIST

_____ Date of event: _____

_____ Date of company's first knowledge of event: _____

_____ Date Investigation Began: _____

_____ Union Notified within 5 days of knowing about the event (if discipline is possible)
Date: _____ Time: _____ FAX or Certified Mail (circle one)
Fax Number – 415-467-5677

_____ Fax receipt attached (if not, then call union to verify receipt) 415-467-0450
Name of person who verified receipt: _____

_____ Investigation Report filled out

_____ Management Notified in timely fashion (Date: _____ Time: _____ Name: _____)

_____ LEMSA notification if necessary (Date: _____)

_____ Sentinel Event Form filled out and copy attached (Date: _____)

_____ Immediate action taken if necessary (Desc. _____)

_____ Police Report filed if necessary (Date: _____ Rpt # _____)

_____ Interview of person reporting incident (Date: _____)

_____ Interview of witnesses (#_____ of witnesses)

_____ After Action Report Summary filled out

_____ Appropriate personnel notified of conclusion of investigation

_____ Investigation Closed date filled out after Summary Report completed

_____ Date closed: _____

King-American Ambulance

INTERVIEW REPORT

Person Being Interviewed:_____ **Date:** _____

Time Started: _____ **Time Concluded:** _____

Person Conducting Interview: _____

Names of other person(s) Present: _____

Summary: (use back of page if necessary) _____

_____

_____

_____

_____

_____

_____

_____

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_____

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_____

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_____

King American Ambulance
Quality Improvement Plan
INVESTIGATION PROCEDURES
EMSA POLICY 6020
2021

Policy 6020:
This policy defines and categorizes incidents into 3 levels. They are as follows:

1. Peer to Peer
2. Exception Reporting
3. Mandatory

GOAL:
It shall be the goal of the investigator to complete the investigation within a 30 day period.

Refer to policy 6020 for definitions

Procedure:
All Incidents shall be investigated according to this format and EMSA Policy 6020 reporting guidelines.

Mandatory Paperwork:

1. Incident documented appropriate level log sheet for easy tracking.
2. Investigation Report Checklist.
3. Investigation Report Form.
4. Interview Report Form
5. After Action Report Summary

All forms must be filled out completely and as quickly as possible.

If the incident is a reportable issue to LEMSA then the supervisor reporting the incident shall be responsible for follow up and closure of LEMSA investigation.

Management shall be informed of the current status whenever a significant change or development occurs.

If investigation is too complex for an internal investigation to handle then the company may seek outside help to investigate. Outside help will usually come from the California Employers Association, an HR contracted company for King-American, or another outside agency such as law enforcement, if necessary.

Data Collection:
Data from incidents reports will be collected and aggregated for summarizing and analysis of trends and/or patterns according to:

1. Incident types
2. Frequency
3. Severity (level 1, level 2 or level 3)
4. Individual providers

5. Patient outcomes (if available)
6. Merit / No Merit
7. License or certificate actions
8. Investigation turnaround times

This shall be accomplished by supervisory or management personnel review at an annual interval the above incident logs and investigations.

Root cause analysis will be completed by investigator and will inform management of findings and suggestive corrected action to take to avoid or minimize similar situations in the future.

Closing Process:
The investigation report checklist shall identify the loop closure and that the appropriate parties are notified of the conclusion of the investigation and if any action was or will be taken based on the outcome of the investigation.

Tracking Process:
All investigations will be tracked and monitored by management. The investigating supervisor will give reports after any action during the process, I.E. interviews completed, etc. The open file will remain in the custody of the investigator until completion. Then shall be filed and marked as completed.

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Organizational Call Center Chart
2023

Dispatch Manager / QI Coordinator
Josh Nultemeier

Dispatch Supervisors
Ish Perez – QA/QI
Nikki Maples – Training

Dispatchers
David Szeto Burton Lee Bill Carpenter

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2023 Quality Improvement Plan
DISPATCH OPERATIONS

Dispatch

Calls are reviewed for appropriate EMD codes and dispatch codes daily. Calls are also checked to make sure the appropriate unit was dispatched. Recordings of the calls are reviewed and taped for training purposes. A random selection of scene type emergency calls is then handed to all the dispatchers to review and see if they come up with the same EMD codes and units to dispatch. We will be using the AQUA for this process. We also do scenario-based training to focus on specific EMD Protocol usage.

Personnel / Training / Teaching

Training such as CPR, ACLS, PALS and EVOC other continuing education classes are performed on a regular basis. In June 2012 we started the "Card(s) of the Month" program and review the EMD cards that may not be used all the time. During periods of availability the dispatcher supervisor may sit and listen to call takers triage call and provide real time feedback during the call taking process.

LEMSIS

We are using ZOLL electronic PCR's and CAD system. We were a participating agency for the LEMSIS Steering Group and will continue our participation when it convenes again. We are working with other agencies to discover the best way to get a uniform data collection database.

Participation

Participation will be mandatory for all employees. Employees will who have identifiable patterns of behavior or patterns of treatment that are not consistent with the current standard of care will be given the opportunity to change. The QI program coordinator will discuss with the employee the following:

1. The identified deficiency
2. A corrective action plan
3. Disciplinary action procedures for non-compliance of the remediation plan.

Other Reporting

A report will be filed with EMSA upon request for their review, to include QI and training activities, and any formal remediation and disciplinary action taken with employees. All records will be stored in a secure location and available upon request to EMSA. These records will be stored for a period of not less than 3 years.

Systematic methods for continually evaluating and improving services delivered using objective measures for structure, Process and outcome indicators and evaluations.

Continually evaluating and improving services: Calls are reviewed for appropriate EMD codes and dispatch codes on a daily basis. Time compliance issues are looked at as well as if the appropriate unit was dispatched. Recordings of the calls are reviewed and taped for training purposes. A random selection of scene type emergency calls are then handed to all the dispatchers to review and see if they come up with the same EMD codes and units to dispatch. Starting January 2012 we will be using the new NAEMD review sheets for this process. We also do scenario based training to focus on specific EMD Protocol usage.

Objective measures for structure, process and outcome indicators: NAEMD review sheets will be used for objectively measuring quality of the EMD process. These sheets allow an objective measurement of structure and process. Outcome indicators may be difficult to obtain as it is not common practice to follow up on patients from a dispatch point of view.

Specific Objective measures for structure, process and outcome: NAEMD review sheets will be used for objectively measuring structure, process, and if possible, outcome. The NAEMD-Q guidelines for reviewing calls and feedback will be utilized.

QA Feedback Loop: After a call is reviewed from the recording and the EMD-Q sheet is completed the reviewer, usually the dispatch supervisor if trained in QA, will review the call with the original call taker and provide them with the dispatch QA call review feedback sheet. The call will be discussed, notes provided on the sheet and then the call taker and reviewer will sign the form. Dispatch management will be advised of completion of call taker feedback. There is no internal medical dispatch review committee set up at this time to report to. We do not regularly report to other EMS providers unless a situation arises where there may joint responsibility for a specific incident or an indentified learning objective that may benefit the EMS system as a whole, or the other provider(s). The EMS agency may request reports or copies of our internal review process at any time. Timing and formatting issues will be worked out in future discussions mutually agreed upon by both entities.

Proving Tapes or Copies of Logs of EMD Calls: Tapes and/or copies of logs of EMD's calls shall be provided to the LEMSA at their request. Tapes are easily copied and pasted as wave files and can be listened to on any computer. Other agencies within the City and County of San Francisco that request copies of logs or tapes will need to show proof that the information requested is necessary and proof that the request is for quality improvement purposes. HIPAA forms and agreements shall be in place before such information is delivered. Information may be provided to agencies outside of the City and County of San Francisco such as the California Highway Patrol during yearly reviews and inspections and the California State EMS Authority upon written request. The company will ensure that all HIPAA compliance remains intact.

Reporting and follow up for Unusual Occurrences (UO's) to the EMS Agency: Any incident that does not sound right to a call taker or dispatcher will first review the incident with the dispatcher supervisor. The dispatch supervisor will determine if the incident needs to go to management. If the incident needs to be reported to management, management will determine if an unusual occurrence or sentinel event form needs to be filed with the EMS Agency. The EMS agency will be informed and they will follow their internal processes. The company shall provide feedback and follow up to the initial call taker or dispatcher that encountered and reported the incident. This process is

important so that management stays involved in the process and the employee doesn't arbitrarily file UO's with the EMS Agency without first using the internal chain of command.

Recognizing Excellence: The Company will provide acknowledgement of employees that do exceptional jobs. This could be anything from posting an acknowledgement on the hallway walls, to providing the employee with a Starbuck's card or some other means of telling the employee of a job well done. Such action of the company will be on a case by case basis. Usually this will be reserved for such cases as CPR instructions over the phone or giving instructions on childbirth.

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2023
Dispatch Quality Assurance Report for 2022

1. Dispatch Continuing Education Plan.
   All dispatchers are receiving continuing education. Their certificates remain current and are compliant with the National Academy of Emergency Medical Dispatch. All dispatchers have training folders and training is provided by Supervisor Nikki Maples and Ish Perez.

2. Corrective Action Plan.
   No dispatchers have been placed on any type of corrective action plan in 2022.

3. Dispatch CQI Meetings
   Meetings were not held quarterly. It did not appear to be necessary at the time. Although we did have a couple meetings, no regular notes or minutes were taken as prescribed in the plan. This will be addressed and corrected in 2023.

4. Dispatch Framework
   A. The goal of auditing over the required percent of all private emergency calls was met. Supervisor Ish Perez and Nikki Maples reviewed calls as necessary with the dispatchers and made minor corrections. NO major issues with call taking were reported or documented. This achieved the goal of improving dispatcher knowledge of the protocols. All recommendations of the National Academy of Emergency Dispatch were adhered to, to the best of our knowledge.
   B. Review of County policies that directly affect dispatch was done by the supervisors. It was not emphasized toward the dispatchers. This will be emphasized in future years.
   C. Protocol of the month training is being done. Not as fast as we would like to be. We are striving for more robust training for 2023

5. Dispatch Operations

   A. Personnel, Training, Teaching is being post by post call tape review and EMD card review. More emphasis will be placed on this in future years.
   B. Participation. All personnel participate in the QA process.

6. Continuously evaluating and improving services. Calls are reviewed daily for appropriateness of EMD codes. Matching of PCR and dispatch records are done at end of each shift to ensure data integrity and accuracy. Scenario based training will have more emphasis in future years.

7. Object measures for structure, process and outcome. AQUA is being used for this process. Outcomes of patients are difficult to access and hospitals do not report outcomes to anybody in this county except for cardiac arrest through the CARES data base.

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8. Specific objective measures for structure, process, and outcome. AQUA for call review is used. King American private emergency calls are audited and reviewed.

9. QA feedback loop. This is being completed as necessary when the QA supervisor feels that it is important to correct major deviations of the NAEMD protocol. Only a handful of these were necessary in 2022. We have an excellent compliance rate for the most part.

10. Providing tapes or copies of logs to LEMSA. King American has provided copies of emergency tapes and logs several times in at the request of the LEMSA. No log was kept of the incidents requested

11. Reporting and follow up for Unusual Occurrences. No UO reporting was done or necessary for 2022.

12. Recognizing excellence. A few times in 2022 the president of King American recognized a job well done and Ish Perez was nominated for the Star Of Life Award. Other dispatchers have been told they did excellent on difficult calls as well throughout the year. Rewards were handed out such as Starbuck's cards, etc.

13. Dispatch QA Plan update. The plan has been updated for 2023 and emphasis will be placed on the items listed in this report.

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2023 Quality Improvement Plan
DISPATCH QUALITY IMPROVEMENT
INSTRUCTION AND DISCLAIMER

This QI Plan shall be used in conjunction with the main QA plan for the company. If any conflict arises between the two plans, this plan shall prevail for purposes of dispatch functions and QA. This plan shall be reviewed at a minimum of every 2 years to ensure the latest versions of plans and QA processes.

King American Ambulance
QI GOALS / OBJECTIVES
DISPATCH FRAMEWORK
January 2023

Purpose: To establish a set of goals and objectives for King American Ambulance through the process of the Quality Improvement Plan and process.

Content: The following are the goals and objectives for King American Ambulance Dispatch Center.

1. To improve and reinforce protocol / policy knowledge to employees by reviewing EMD'd calls with them as needed. ***60% Call Audit goal***.
   Continue QI review process for EMD in our dispatch center and adhere to the recommendations of the National Academy of Emergency Dispatch for QI. Currently we have 2 trained employees in EMD-Q.
2. Participate in the LEMSIS reporting with EMSA (under development since 2007)
3. To Review County Policies and Protocols that directly or indirectly pertain to dispatch functions and operations such as disasters and MCI's.
4. Continue monthly in-house training via "protocol of the month" training.
5. Continue to facilitate time to dispatchers to work on and complete Online CDE's via College of Emergency Dispatch Online Courses

King American Ambulance
QI GOALS / OBJECTIVES
2023
STATUS REPORT 2022

Cases are reviewed for overall policy and protocol compliance based on what the National Academy of Emergency Medical Dispatch sets for call taking.

1. Calls are selected randomly for case review.
2. ED-Q reviews calls and gives feedback to call taker regardless of compliant and non-compliant cases
3. The goal of meeting 50% call audit was made in 2022
4. In-House continuing education provided by ED-Q goals met with “Protocol of the Month”, ProQA Review, Protocol Review and Universal Protocol Standards Review.

King American Ambulance
DISPATCH CQI COMMITTEE MEETING STRUCTURE
January 2023

Purpose: To establish a CQI dispatch committee meeting schedule and structure.

Content:

1. Meetings will be held at least quarterly.
2. Content of the meeting will be as follows.
   A. Review of agenda
   B. Review of old minutes
   C. Discussion on old items and progress made if any
   D. New business/new issues that need discussion
   E. Action plan
3. Minutes will be taken with the following items
   A. Date
   B. Time
   C. Names of Attendees
   D. Notes for each item above
4. Items that need to be addressed/discussed with crew members will be done as needed
5. Meeting minutes will be retained for a minimum of 3 years.

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2023
CONTINUING EDUCATION
DISPATCH

PROGRAM: King-American Ambulance will provide continuous training in the following areas for current dispatchers.

1. ***Telephone Scenarios (3 hours minimum in 24 month period)***
   A. The dispatch supervisor will create scenarios for call takers to address. The supervisor will provide feedback and guidance during the scenario(s).
2. ***Tape Audits (3 hours minimum in 24 month period)***
   A. Supervisor will assign recordings for dispatchers to listen to and attempt to EMD as they follow along. Discussion will be had between the dispatcher and supervisor after completion.
3. ***Protocol Review (3 hours minimum in 24 month period)***
   A. The dispatch supervisor will review EMD protocols with the dispatchers and conduct evaluation on the selected protocol.
4. ***On Duty Work Experience (3 hours minimum in 24 month period)***
   A. The dispatch supervisor will monitor real time call taking and provide guidance and feedback as necessary to ensure the quality of the call taking.

The dispatcher / Call Taker will record 24 hours of continuing education in order to renew their EMD certification. A minimum of 3 hours shall be recorded in each category above. The remainder of the 24 hours can be in any subject approved for credit towards EMD recertification.

These training records shall be kept for a period of not less than 2 years.

King American Ambulance
DISPATCH QA – Corrective Action Plan

Employee Name: _____ Date: _____
QA Supervisor Name: _____

Description of action in need of correction:

_____
_____
_____
_____
_____

Date	Act / Omission
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Specific Identifiable Pattern established? Y / N

Corrective Action Plan

_____
_____
_____
_____
_____
_____

Date to be completed: _____

Consequences of non-compliance with Corrective Action Plan may result in disciplinary action in accordance with company policies and procedures.

_____	_____
Dispatcher Signature	QA Supervisor Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date

Emergency Medical Services Quality Improvement Program (EQIP)

NORCAL Ambulance

QA Manager Sara Feindel
925-413-1905
SFeindel@NorcalAmbulance.com

Revised January 2023

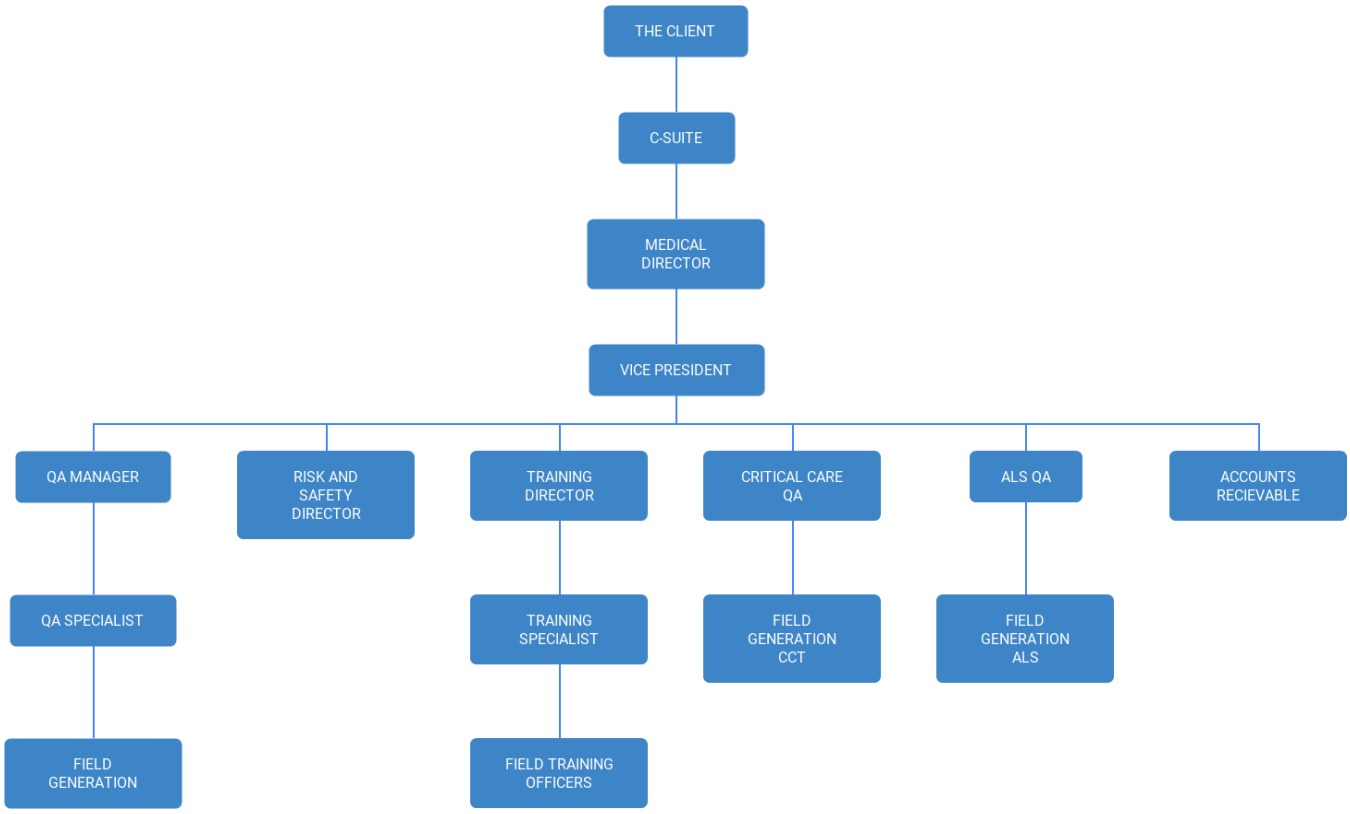
Table of Contents

I. Structure and Organization

A. Organizational Structure

1. Quality Improvement (QI) Team

- Medical Director: Gerald Nazareno, MD
- QI Program Coordinator/Quality Assurance Manager: Sara Feindel EMT
- Director of Critical Care Services: Anastasia Pieda RN
- Risk and Safety: Harris Hennig EMT-B
- ALS Supervisor: Nicolas Scher EMT-P
- Quality Assurance Specialist: Ivan Guzman EMT
- Quality Assurance Specialist: Hannah Reeves EMT



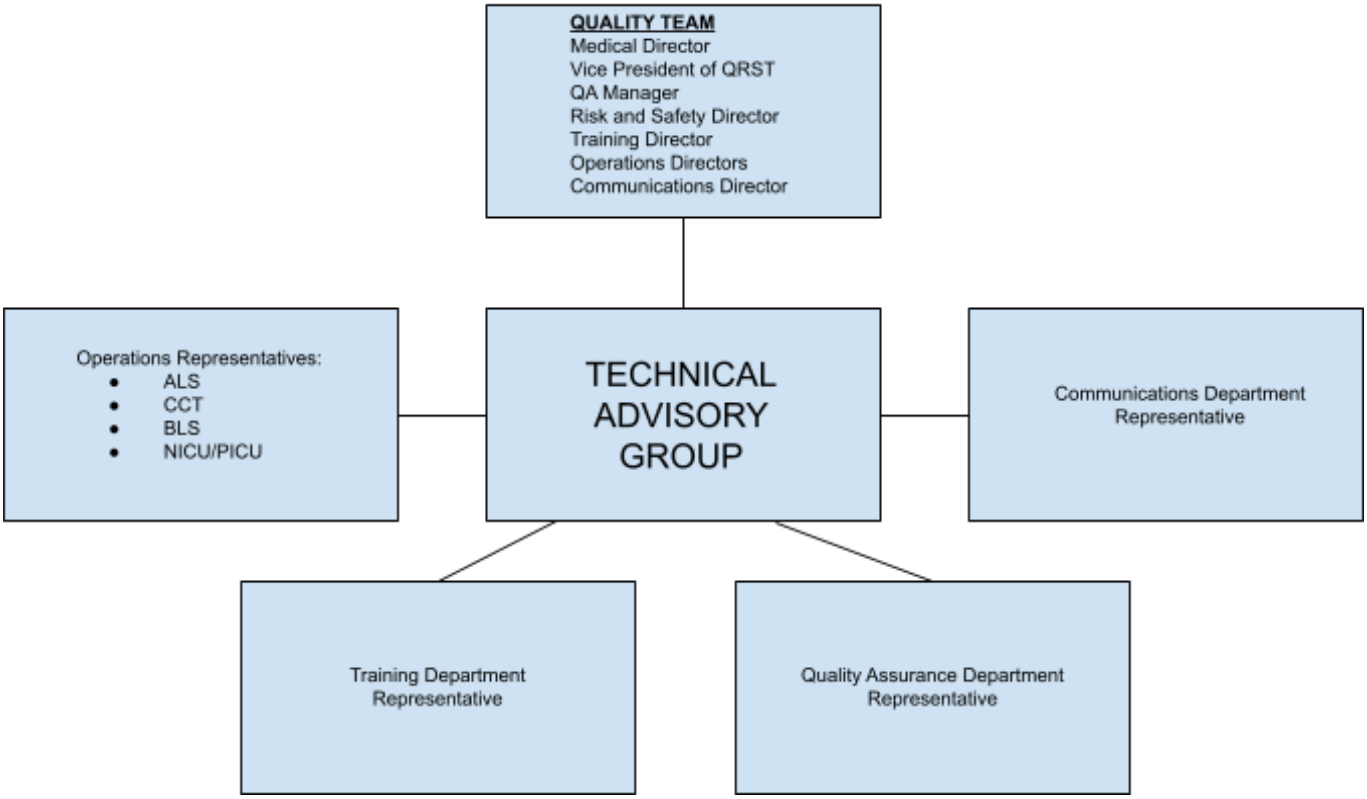
2. Technical Advisory Group

The Technical Advisory Group is comprised of representatives in the organization that perform QA/QI. The group is led by the Manager of QA. The mission of the group is to interpret reports, data and trends in the companyrelated to operations and develop strategies to meet challenges and

opportunities for improvement. This group may forward key agenda items to the Quality Leadership Group for final decision making, funding or input by executive company staff.

Lower level issues may be resolved by this group or commissioned to regional manager / supervisors for further refinement, proposal, or disposition.

Additionally, designees from each respective service area that NORCAL does business with, attends LEMSA specific QA/CQI meetings. They in turn participate in discussions, gather information and circulate it through the TAG for dissemination.

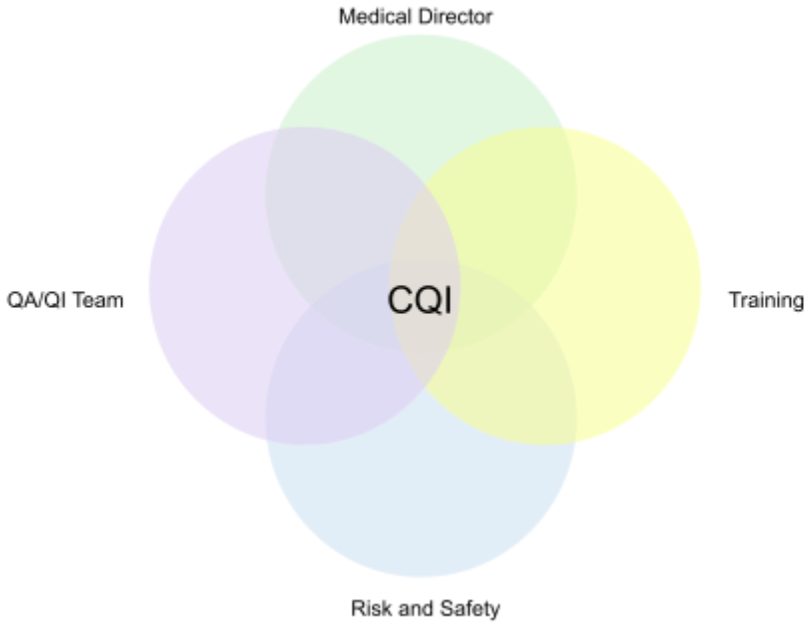


B. Organization Mission, Purpose, Services, and Goals

1. Mission and Purpose

Norcal Ambulance believes that the patients and families of the communities we serve deserve to be cared for with integrity, dignity, and compassion by a team committed to excellence in customer care.

Norcal Ambulance is committed to the provision of excellence in all elements of medical transportation and customer service. To achieve excellence, the company utilizes best industry standards for quality improvement and ongoing analysis of operational performance to intentionally seek opportunities for continuous improvement.



2. **EMS Services Provided**
   Wheelchair Transport
   Gurney Transport
   Basic Life Support Transport (BLS)
   Advanced Life Support Transport (ALS)
   Critical Care Transport (CCT)
   NICU/PICU Transport
   Medical Standby Services
   Dispatch Services
   a) **Description**
      Wheelchair Transport: A non-medical form of transportation for persons confined to a wheelchair but in no need of medical monitoring or care.

      Gurney Transport: A non-medical form of transportation. Staffed with two attendants with a minimum of current CPR Certification. This service is typically utilized for round-trip patient transport for doctor's appointments and procedures in a gurney (non-ambulance) van. (Service not available in SF)

Basic Life Support (BLS) Transport: Staff with two certified EMT-B's with current CPR, Medical Examiners and Ambulance Driving Certificates (for driving). Transports can be emergent and non-emergent, dependent on the nature of the call, and operation protocols per county. BLS transports are conducted on certified ambulances approved by county regulations for operation.

Advanced Life Support (ALS) Transport: Staffed with either one certified EMT-B with current CPR, Medical Examiners and Ambulance Driving Certificate (for driving) and one EMT-Paramedic with current EMT-P, CPR, ACLS, and PALS certifications; or two EMT-Paramedics with current medical and driving certifications. Transports can be emergent and non-emergent, dependent on the nature of the call, and operation protocols per county. ALS transports are conducted on certified ambulances approved by county regulations for operation. ALS ambulances carry all required and approved ALS equipment per county requirements.

Critical Care Transport (CCT): Staffed with two certified EMT-B's with current CPR, Medical Examiners and Ambulance Driving Certificates (for driving) and one CCT-RN with current RN License, CPR, ACLS, and PALS certifications. Transports can be emergent and non-emergent, dependent on the nature of the call, and operation protocols per county. CCT transports are conducted on certified ambulances approved by county regulations for operation. CCT ambulances carry all required and approved CCT equipment per county requirements. CCT-RN's function under written standing order developed by the Medical Director and answer directly to the Medical Director.

NICU/PICU Transport: Staffed with two certified EMT-B's with current CPR, Medical Examiners and Ambulance Driving Certificates (for driving). Accompanying staff is various stadd from contracted hospitals (Doctors, Nurses, Respiratory Therapists, etc).

Medical Stand-by: Ambulance stand-by can be provided at the BLS, ALS, and CCT service levels. The stand-by unit serves to handle all non-emergent care including the stabilization of acute medical conditions. Patients with non-emergent conditions requiring transport can be transported by another unit. If a patient's condition poses a threat to life or limb, the 9-1-1 system is activated and the stany-by unit will provide supportive care, until care can be transferred to 9-1-1 personnel. At no time during

stand-by operations are the units allowed to transport a patient and/or leave the designated area(s) unless local protocol dictates transport.

b) Education

Wheelchair Transport: There are no educational requirements for this job position other than possession of a current CPR certification. Drivers selected for this job must be affable and in possession of a clean driving record.

Gurney Transport: There are no educational requirements for this job position other than possession of a current CPR certification. Drivers selected for this job must be affable and in possession of a clean driving record.

Basic Life Support (BLS) Transport: Staffed with two certified EMT-B's with current CPR, medical examiners and ambulance drivers certificates (for driving). Mandatory attendance and passing of Norcal Ambulance orientation and field training program. Probation and any local accreditation requirements applied by the LEMSA in which they will be working.

Advanced Life Support (ALS) Transport: Staffed with one certified EMT-B with current CPR, Medical Examiners and Ambulance Drivers Certificates (for driving) and one certified EMT-Paramedic (CA State License required) or two certified EMT-Paramedics (CA State License required). Mandatory attendance and passing of Norcal Ambulance orientation and field training program. Probation and any local accreditation requirements applied by the LEMSA in which they will be working. Paramedics

Critical Care Transport (CCT): Staffed with two certified EMT-B's with current CPR, Medical Examiners and Ambulance Drivers Certificate (for driving) and one certified Registered Nurse (California State Licenses required). Mandatory attendance and passing of Norcal Ambulanceorientation and field training program. Probation and any local accreditation requirements applied by the LEMSA in which they will be working. RN's are required to maintain their state nursing license, current CPR, ACLS, and PALS or PEPP. RN's will cycle through lesser used skills updates a minimum of every two years or more frequently if required by the company or LEMSA.

c) Quality Improvement

Wheelchair Transport: QA is based on a combination of data analytics and customer feedback from sending facilities and persons utilizing the service. Monitoring of QI is largely based on trending of any unusual occurrences and monitoring.

Gurney Transport: QA is based on a combination of data analytics and customer feedback from sending facilities and persons utilizing the service. Monitoring of QI is largely based on trending of any unusual occurrences and monitoring.

Basic Life Support (BLS) Transport: The quality improvement activities associated with this level of service are much more stringent. EMT-B is the basis of Norcal Ambulance service and requires a higher level of medical knowledge and decision making, The following is a partial list of associated QA/QI activities:

- ➢ Partner/peer review
- ➢ Data analysis of BLS KPI's
- ➢ Education, coaching and PIP's
- ➢ Station supervisor/manager review
- ➢ PCR compliance review
- ➢ Customer feedback system
- ➢ Unusual occurrence reporting system
- ➢ Training program
- ➢ Continuing education program (24 hours in a 2 year cycle)
- ➢ Employee feedback forums

Advanced Life Support (ALS) Transport: The quality Improvement activities associated with this level of service are much more stringent than EMT-B. Paramedics are responsible for all of the company requirements for EMT-B (listed above) and for the additional quality improvement guidelines listed below:

- ➢ ALS PCR review
- ➢ Data analytics of ALS KPI's
- ➢ Education, coaching and PIP's
- ➢ Station manager/ paramedic supervisor review
- ➢ Customer feedback system
- ➢ Unusual occurrence reporting system company/county
- ➢ Continuing education program (48 hours in a 2 year cycle)
- ➢ Base hospital run review participation
- ➢ Participation in the Technical Advisory Group (as assigned)

Critical Care Transport (CCT): the quality improvement activities associated with this level of service are much more stringent than EMT-B and EMT-P. Registered Nursing staff are

responsible for all of the company requirements for EMT-P (listed above) and for the additional quality improvement guidelines listed below.

- ➢ CCT PCR review (by CQI-RN)
- ➢ Data analysis of CCT KPI's
- ➢ Education, coaching and PIP's
- ➢ Customer feedback system
- ➢ Unusual occurrence reporting system company/county
- ➢ Continuing education program (24 hours a year)
- ➢ Participation in Technical Advisory Group (as assigned)
- ➢ Medical Director review and case study

3. EMS System Goals and Process

The goal of the Norcal Ambulance Quality Assurance Department is the relentless pursuit of unending delivery of quality care. The QA Department is comprised of staff members in the organization tasked with leading quality improvement. The QA Department monitors trends in the organization, challenges and opportunities. It is responsible for generating and organizing information for the Technical Advisory Group to review, assimilate and act on, to drive enhanced performance.

The QA Department serves a dual-role and interacts with the executive management staff and other staff members, the executive management staff is not needed for all aspects of decision making related to quality improvement matters. Agenda items the QA team has acted on may be reported to the management group and any items requiring further discussion and / or disposition will be presented to the management group by the Vice President of Quality.

a) Norcal Ambulance Core Values

(1) Our team is our priority. We recognize that our team members are responsible for creating an excellent patient experience and are the heart of our company. Caring for our team results in exceptional service of our customers.

(2) Phenomenal patient experience. We treat every patient like a cherished family member. We advocate for their care and deliver service that surpasses expectation.

(3) Be the best. Innovation and a quest for excellence is the driving force behind our success. It is our desire to deliver the highest quality service possible.

(4) Safety without compromise. We promote a culture of safety, accountability, and continuous quality improvement throughout our workplace. We maintain the highest quality equipment and provide superior training.

(5) Celebrate diversity. We foster a culture that celebrates the unique contributions of each individual as we partner together, making Norcal Ambulance a great place to work, learn, and grow.

b) Data Analysis
All data generated by Norcal ambulance is scrutinized by various levels of the organization. Patient Care Reports are generated via field level staff and scrutinized for completeness by the QA Department. The QA Department reviews clinical data for adherence to protocol and sound clinical practices. All data is collected, analyzed and interpreted for reportable trends consistent with industry standards. All monthly data is then condensed for a reportable dashboard which is then shared with senior level management, risk and safety as well as the training department.

c) Evaluation of Indicators
Norcal relies on Key Performance Indicators in order to benchmark it's many successes. The QA department collects data the KPI's on a monthly basis and reports that data to the C-Suites.

d) Continuous Quality Improvement
Norcal utilizes the FOCUS-PDSA approach for performance improvements.

II. Data Collection and Reporting

A. Quality Indicators

1. Personnel

a) Qualifications / Certifications

(1) Objective: To ensure that all medical personnel will provide verification regarding their current and relevant certification levels. This includes but is not limited to: Nursing license, Paramedic license, EMT certification, CPR for BLS providers, Drivers license, Ambulance Drivers Certificate, Medical Examiners certification, DMV H6 motor vehicle report, as well as a criminal background check prior to commencing employment. All non-medical personnel will provide information regarding their education and criminal record.

(2) Compliance: All certifications are tracked by the Norcal Human Resources department and are monitored via TraumaSoft. TS automation will alert the employee should an employee fall within a 30day window for expiration status.

(3) Indicator Reporting Value: Certificates, licenses, records and documents will be retained by Human Resources and retained in personnel files.

- ➢ Copies of certifications that are renewed can be forwarded to HR via certs@norcalambulance.com.
- ➢ HR will place current copies in employee file.
- ➢ HR will update the expiration date in TraumaSoft.
- ➢ Employees will receive communication via TraumaSoft and email at pre-set intervals notifying them that a required certification is approaching its renewal date.

EMT Requirements (not limited to):

- ➢ CPR BLS for Healthcare Providers, AHA (or equivalent)
- ➢ Ambulance Drivers License
- ➢ California Drivers License
- ➢ LEMSA Specific: ICS 100, ICS 200, ICS 700, ICS 800, SEMS, AWR 160

EMT-Paramedic / RN Requirements (not limited to):

- ➢ ACLS
- ➢ PALS / PEPP (LEMSA specific)
- ➢ ITLS / PHTLS (LEMSA specific)

b) Wellness

(1) Objective: All personnel will be monitored for their well-being with regards to physical and mental health. All employees will have access to an Employee Assistance Program (EAP).

(2) Compliance: The Norcal scheduling department will track employee attendance and report any issues to both Operations and Human Resources. All employee/co-worker complaints will be forwarded to the Human Resources Department. Unusual Occurrences will be monitored and tracked by the QA Manager and forwarded to the appropriate department for review

(3) Indicator Reporting Value: Employee attendance, complaints and incidents will be tracked.

- ➢ Monitor and report number of sick calls
- ➢ Monitor and report number of absences
- ➢ Monitor and report co-worker complaints
- ➢ Monitor and report on unusual occurrences including accidents and exposures

c) Education and Training

(1) Objective: All patient care personnel will comply with the state required continuing education requirements, 24 hours every 2 years for EMT-B and 48 hours every 2 years for

EMT-Paramedics. Additional training will be recommended and recorded as needed. Non patients care personnel (i.e. dispatch, billing, admin personnel) will require education and training as deemed necessary in compliance with state employment laws, NAEMD, local EMS and Medicare provisions respectively.

(2) Compliance: Certifications and licensures as well as course completion certificates will be reviewed on a continuous basis. Required training will have records kept by Norcal's Human Resources or Training department.

(3) Indicator Reporting Value: Employee education and training records will be tracked.

- ➢ Number of expired certifications, licenses or non-completions per year.
- ➢ Number of CE hours logged per employee (average).
- ➢ Examination of demographics of program participants.

2. Equipment and Supplies

Norcal takes pride in having the most technologically advanced equipment available to EMS. It carefully monitors and complies with industry standards to ensure all supplies and equipment are in good working order, evaluated and if need be replaced.

A preventative maintenance plan exists to evaluate everything from stryker power gurneys and autoloads to emergency vehicles to ensure the highest maintenance standards.

a) Equipment / Supplies / Inventory

(1) Objective: To maintain equipment and supplies at a high level of availability and reliability for field personnel.

(2) Compliance: Norcal's equipment and supplies are monitored by our Supply Services department. SSD utilizes OperativeIQ for inventory control. The program is used for daily checkouts, tracking expiration dates, and requests for resupply.

(3) Indicator Reporting Value:

- ➢ Measurement and monitoring of equipment failures and breakdowns.
- ➢ Accurate inventory control to maintain necessary stock levels.
- ➢ Tracking of daily usage for supplies
- ➢ Employees report equipment and supplies issues to their on-duty supervisor and submit a ticket through OperativeIQ.

b) Vehicles

(1) Objective: Vehicles are maintained under an inhouse operational team with an available cadre of certified fleet mechanics.

(2) Compliance: The fleet manager is responsible for tracking vehicle services, completed maintenance, and scheduling PM services to keep our fleet running.

(3) Indicator Reporting Value:

- ➢ Tracking preventative maintenance according to manufacturer's recommendations.
- ➢ Use of OperativeIQ and Geotab GPS system to track mileage for service due.
- ➢ PM's include an oil change, tire rotation and any additional services that are needed.
- ➢ Any mechanical anomalies during service are reported to fleet staff via OperativeIQ ticket or email to serviceticket@norcalambulance.com

c) Gurneys / Autoloads

(1) Objective: Have all Stryker equipment functional without issue. To have PM's completed on time and to keep all equipment in a safe and operational state for crews.

(2) Compliance: Stryker service and issues are tracked by the Supply Services Department. Norcal has an evergreen service agreement for continual stryker services.

(3) Indicator Reporting Value:

- ➢ Equipment PM's are completed no less than annually.
- ➢ All Stryker equipment services are completed by certified Stryker representatives.

d) Pharmaceuticals

(1) Objective: Norcal has a Pharmaceutical Control Committee. The committee has the authority and mandate to oversee the usage, supply, disposal, and storage policies of pharmaceuticals for Norcal. Any pharmaceutical action or issue is under the purview of the pharmaceutical committee. Furthermore, the committee conducts regular meetings to discuss and resolve any pharmaceutical related issues or topics necessary. Issues and discipline will be referred to other committees and departments as needs arise.

(2) Compliance: Control Committee -

- ➢ Chairperson - Medical Director
- ➢ Organizer - Director of Critical Care Transport

- Committee Members - COO, QA representative, Director of Risk and Safety, SSD Director, and non-voting member: Bio-Medical Supply Specialist.

Members of BLS, ALS and CCT management may submit pharmaceutical related changes, inquiries, or issues to the pharmaceutical control committee in writing at any time. Submissions will be vetted and may be tabled until the next committee meeting or may be acted upon sooner as required.

The committee will meet at minimum two times per year with regular updates and correspondence in between meetings, or as often as needed

(3) Indicator Reporting Value:

- Weekly usage checks and reports
- Weekly restock of used and expiring medications
- Pharmaceutical policy review
- Form review - waste logs, tracking forms, etc.
- All pharmaceutical forms are stored on the company server to prevent altercation and preserve formatting.

3. Documentation

a) Patient Care Reports

(1) Objective: PCR consistent with provision of local EMS recording requirements, accurate times, accurate patient demographics, assessment, vital signs, interventions and any other unusual call occurrences.

(2) Compliance: Norcal is compliant with NEMSIS v3 data reporting requirements. PCR forms will be reviewed, amendments and revisions may be required as deemed necessary and maintained to a consistent level with state and national standard data elements. The QA Manager will oversee PCR compliance.

(3) Indicator Reporting Value:

- PCRs will be reviewed for accuracy and to measure compliance, education and consistency. Parameters measured and reported will include (not limited to):
  - Call demographics
    - Date
    - Unit number
    - Level of service
    - Response code
    - Transport code
    - Run number

        - Time stamps
        - Origin facility/location
        - Destination facility
    - Patient demographics
        - Name
        - Address
        - Date of birth
        - Age
        - Sex
        - Phone number
        - PCP
    - Patient assessment
        - Reason dispatched
        - Chief complaint
        - Medical history
        - Medications
        - Allergies
        - Field impression
        - Physical assessment
        - Ambulance justification
        - Billing information
- Number of PCR revisions will be tracked and reported monthly via monthly QA Dashboard.
- Data source collection will be defined as:
    - Random for service
    - Specific outliers mandated by LEMSA
    - Epidemiology tracking
    - Usage of hemostatic dressing
    - Usage of epinephrine administration
    - Usage of glucometry
    - Usage of naloxone
    - Cardiac arrest
    - Respiratory arrest
    - Unstable patient airway
    - Usage of CPAP
    - ECMO
    - LVAD
    - NICU patients
    - Code-3 calls
    - Combative patients
    - Application of restraints
- ALS PCR review
    - 100% Code-2 calls
    - 100% Code-3 calls
    - 10% randomized per provider

- ➢ CCT PCR Review
  - 10% randomized PCR review
  - 10% randomized per provider

b) HIPAA Compliance

(1) Objective: To assure compliance, education and documentation of familiarity with the Health Information Privacy and Accountability Act for employees who handle sensitive information with regards to patient care.

(2) Compliance: Review of employment records for completion of HIPAA orientation and ongoing orientation. Norcals Privacy Officer will oversee HIPAA compliance.

(3) Indicator Reporting Value:

- ➢ Track number of non-completion of HIPAA orientation forms per total patient care, dispatch and billing personnel.
- ➢ Monitor any events related to compliance.
- ➢ Ongoing evaluation of need for continuing education related to this subject

c) Storage of Medical Records

(1) Objective #1: To provide a secure storage site of Patient Care Reports, that may be easily located and accessible. Secure storage site is defined as a designated locked storage room with compartments within the confines of the station. Only authorized personnel may access the medical records under HIPAA guidelines.

(2) Compliance: Annual review of measure enforced in station storage site, with regards to the accessibility and security parameters. Norcals PCR storage compliance will be overseen by the Compliance Officer.

(3) Indicator Reporting Value:

- ➢ Any failure to secure will be tracked and reported appropriately.
- ➢ Any loss of medical records will be tracked and reported appropriately
- ➢ Any inaccessibility of records on request will be tracked and reported appropriately

(4) Objective #2: To provide for safe and secure transfer of medical records and PCRs

(5) Compliance: Ongoing review of electronic reporting systems for security. Ongoing review of electronic systems and any reported problems. Transfer of medical records and PCR’s will be overseen by Norcals Privacy Officer.

(6) Indicator Reporting Value: Absence of events related to security of electronic transfer and retention of secure data.

d) Narcotic Records

(1) Current DEA Licensure

(a) Objective: To maintain current DEA licensure for the procurement and storage and use of controlled substances for medical purposes. The licensure documentation will be available at the primary station where the controlled substances are stored.

(b) Compliance: Biannual review and renewal of licensure per DEA requirements.

(c) Assigned: Biomedical Supply Specialist SSD

(d) Indicator Reporting Value: Outlier, expiration, revocations, or loss of DEA licensure. Monitoring of controlled substance accounting system.

(2) DEA Form 222

(a) Objective: To possess and securely store a limited supply of DEA forms 22 on-site for the legal procurement of controlled substances. The forms will be locked in a secure safe (pharmacy) on the premises of the primary (Dublin) station with an active log of the form numbers and utilization.

(b) Compliance: Minimum quarterly review, maximum as needed on re-supply. Monitoring of the utilization of the DEA form 222.

(c) Assigned: Biomedical Supply Specialist SSD

(d) Indicator Reporting Value: Loss of accountability of forms, improper storage of forms and inability to account for controlled substances,

(3) Record Keeping

(a) Objective: To review and comply with the federal DEA recommended format of record keeping when procuring, utilizing and destroying

(b) Compliance: Annual review of DEA recommendations of record keeping requirements.

(c) Assigned: Medical Director

(d) Indicator Reporting Value: Non-compliance with DEA guidelines.

(4) Reporting of Unusual Occurrences

(a) Objective: To review and assure proper compliance and reporting of unusual occr]urrences when handling DEA defined controlled substances.

(b) Compliance: Immediate review of the unusual occurrence report form for controlled substances as they occur.

(c) Indicator Reporting Value: All cases as they occur, as soon as possible.

4. **Clinical Care and Patient Outcome**
   Norcal Ambulance is dedicated to the highest standards of patient care, from its robust training department to its quality assurance practices. All departments have been engineered to continually improve upon patient care. Norcal accomplishes this by identification of the following categories.
      - ➢ Scope of practice
      - ➢ Standard of care
      - ➢ LEMSA specific treatment protocols
      - ➢ Reporting qualitative data
      - ➢ Synthesizing data
      - ➢ Identification of trends
      - ➢ Formation of training
      - ➢ Medical oversight
      - ➢ Research
      - ➢ Best practices

   a) **Objective:** To review PCRs for adherence to scope-of-practice, local treatment protocols, expanded scope-of-practice and adherence to established program guidelines as set forth by company policy such as on-scene times, chute times and response codes for all medical and trauma calls.
   b) **Compliance:** Use of BLS, ALS, and CCT PCR review system and channeling of same to appropriate QA levels in the organization.
   c) **Assigned:** QA Manager
   d) **Indicator Reporting Value:**
      - ➢ 10% ALS and CCT provider review
      - ➢ 100% code-2 and code-3 call review
      - ➢ 10% BLS review by county (no less than 30 charts)
      - ➢ Development and implementation of education process and Personal Improvement Plans for incidents or training needs.

5. **Skills Maintenance/Competency**
   Skills Utilization: For skills utilization Norcal adheres to adult learning guidelines set forth by the National Association of EMS Educators and cater to all learning styles. Training can be self paced, psychomotor and rubric testing. The aim is to enhance the clinical application of a clinicians skills set that they may not use on a frequent basis due to the nature of the IFT business of Norcal.

   Infrequently used skills are offered no less than annually at all levels of clinical services. Each skills training is administered by the Norcal training department. This training is hosted in conjunction with the immediate supervisor of each respective Norcal department. As an example, when Critical Care training is hosted a NAEMSE accredited Norcal training instructor will work in conjunction with the Director od

CCT in order to facilitate effective training through use of specific and measurable benchmarks for skill success.

Success Rates: Clinical skills are continually monitored by all levels of the organization but carefully documented via the QA department. Any skills that are identified as below clinical expectations are immediately reported to operations in order to reeducate the employee, gain clinical proficiency and return to field duty.

a) **Objective:** To develop and maintain a system for retrospective review of BLS, ALS, and CCT PCR's to meet threshold requirements established by this program. This will include and not be limited to; scope-of-practice, infrequently used skills and local data set requirements.
b) **Compliance:** ePCR allows for smooth CQI and employee feedback as well as overall data capture. Compliance will be monitored by the QA Manager.
c) **Indicator Reporting Value:**
    - ➢ On-scene times
    - ➢ Chite times
    - ➢ Response times
    - ➢ APOT times
    - ➢ Code-3 transports and upgrades
    - ➢ Infrequently used skills
    - ➢ Use of advanced airways; attempts / successes
    - ➢ Cardiac arrest
    - ➢ Respiratory arrest
    - ➢ Field defibrillation
    - ➢ AED activations
    - ➢ Field CPR
    - ➢ R.O.S.C.
    - ➢ Delivery of pharmaceuticals in the field setting
    - ➢ Narcotic usage
    - ➢ IV success rates
    - ➢ Hemostatic dressing application
    - ➢ Naloxone administration
    - ➢ Epinephrine administration
    - ➢ Additional LEMSA specific reporting requirements as required
    - ➢ SOB, critical trauma and burns
    - ➢ High-risk pediatrics
    - ➢ Focused ALS audits from LEMSAs
    - ➢ Trauma center activations
    - ➢ STEMI activations
    - ➢ Stroke center activations

- ➢ Burn center activations
- ➢ Air ambulance utilization
- ➢ Others as identified as being required by CALEMSA or LEMSA

Norcal uses the ePCR platform company wide and Image Trend system in Marin County for county dispatched 911 calls. Norcal is fully integrated and is 100% ePCR compliant. Development of specific factors related to electronic EMS data collection and a system that can store, sort and generate reports is ongoing. Conceptually, an example of a standard would be 90% success rate on IV starts. IV success rates can be measured individually or in group comparison to evaluate need for remedial training. Another example would be 10 minutes scene times for trauma and 20 minute scene times for medical calls.

6. Transportation/Facilities

a) Response Times

(1) Objective: To measure the response times within designated zones, from the initiation of the call, dispatched of the call to the arrival at the order facility, based on the following parameters:

- ➢ Time of day
- ➢ Unit and/or crew
- ➢ Level of service
- ➢ Call priority using EMD standards

(2) Compliance: Data input from the Computer Aided Dispatch (CAD) software, reports are generated on a daily basis (global report). OTP is actively managed by the Director of Communications and EMD resources are added as needed to adjust for system spikes.

(3) Indicator Reporting Value:

- ➢ Global report is sent out early the following morning by dispatch to executive staff, directors, and supervisors.
- ➢ Response time compliance is reviewed daily and reported at regularly scheduled department leadership meetings.
- ➢ Any call out of standard zone response times each day. Standards:
  - ○ BLS code 1 - prescheduled
  - ○ BLS code 2 - 20 minutes (chute and response)
  - ○ BLS code 3 - N/A
  - ○ ALS code 1 - prescheduled
  - ○ ALS code 2 - 3 minutes (chute)

- ALS code 3 - immediate, < 2 minutes. Shall respond within 15 minutes or less for an achievable compliance of greater than 90%.
- CCT code 1 - prescheduled
- CCT code 2 - 3 minutes (chute)
- CCT code 3 - < 2 minutes (chute)

b) Lost Calls

(1) Objective: To measure the number of lost calls within given parameters for purposes of unit utilization. These parameters would include:

- ➢ Day of week
- ➢ Time of day
- ➢ Response areas
- ➢ Current staffing / availability

(2) Compliance: data input from CAD software and monitoring of system performance. Daily reporting on global report.

(3) Indicator Reporting Value: All calls lost within response areas per day; lost calls out of response areas evaluated case by case. Adjustments made to staffing patterns and utilization by systems manager and scheduling.

c) Critical Care Transport

(1) Downgrade of Level of Service

(a) Objective: To measure the percentage of CCT calls downgraded from CCT to ALS or BLS

(b) Compliance: Data input from the CAD software; reports generated quarterly

(c) Indicator Reporting Value: Number of downgraded calls per day

(2) ALS/CCT Equipment Utilization

(a) Objective: To determine the percentage of ALS and CCT calls requiring specialized equipment utilization defined under the following parameters:

- ➢ Ventilator
- ➢ IV pumps
- ➢ External pacemakers
- ➢ Cardiac monitors
- ➢ Pulse oximeters
- ➢ Capnography
- ➢ Balloon pumps
- ➢ ECMO
- ➢ Specific medication administration
- ➢ Acuity deemed appropriate

(b) Compliance: Data input from patient care records quarterly

(c) **Assigned:** Director of Critical Care Services
(d) **Indicator Reporting Value:** Percent of equipment utilization per call per quarter. Currently done manually by assigned managers. When additional equipment is needed it is ordered through purchasing.

d) **Center Destination**
(1) **Objective:** To determine the amount of calls to specialty facilities under the following parameters:
- ➢ Cardiac care
- ➢ Neurosurgical care
- ➢ STEMI protocol
- ➢ Stroke protocol
- ➢ Pediatric acuity care
- ➢ High risk OB care
- ➢ pulmonary/respiratory care
- ➢ Specialized diagnostic imaging
- ➢ Trauma care

(2) **Compliance:** Data input from PCRs. Compliance will be overseen by QA Manager
(3) **Indicator Reporting Value:** Percentage of calls to designated specialty facilities per month. Total number of requests, total number of assigned and missed calls.

7. Public Education and Prevention

Norcal takes pride in its involvement with the community and has business agreements in place with local public health education entities. Norcal is rooted in the community in which it serves and takes every opportunity to assist public health directives in order to spread a message of education and prevention to the community.

Community Involvement:
- ➢ Hands only CPR
- ➢ Charity programs and volunteer work
- ➢ Non profit sponsorship
- ➢ Kids against hunger
- ➢ St. Baldrick's cancer support
- ➢ Breast cancer awareness
- ➢ Prevention of slips, trips and falls
- ➢ Stop the bleed campaign
- ➢ Reward and recognition
- ➢ LEMSA directed prevention programs
- ➢ Patient education
- ➢ Customer satisfaction

a) **Objective:** Assess and monitor the companies outreach and community education initiatives and programs
b) **Compliance:** Program monitoring by VP of Business Development and the Norcal Culture department.
c) **Assigned:** VP of Business Development
d) **Indicator Reporting Value:**
    - ➢ Total number of persons reached by programs
    - ➢ Number and description of programs month/quarter/year
    - ➢ Diversity of programs
    - ➢ Geography
    - ➢ Community
    - ➢ Content
    - ➢ Customer and community feedback
    - ➢ Customer care program indicators
    - ➢ Customer satisfaction programs

8. Risk Management

Norcal employs a full-time risk and safety director to directly supervise and report on all aspects of safety.

Issue resolution process:

- ➢ Unusual occurrence reporting via TraumaSoft
    - ○ Incident reporting
    - ○ Unusual occurrence reporting
    - ○ Sentinel events
    - ○ Disease outbreaks
    - ○ General threats to public safety
- ➢ Root cause analysis and investigation
- ➢ Resolution
- ➢ Performance improvement tracking and feedback
- ➢ Record keeping
- ➢ Integration of incident review board (IRB) within 24 hours

OSHA Compliance (Risk and Safety Director / Human Resources)

- ➢ Work injury reporting
- ➢ Occupational exposures
- ➢ Safety meeting compliance
- ➢ Disaster preparedness
- ➢ Fit testing
- ➢ TB testing
- ➢ Certification tracking

a) **Objective:** To continually monitor company exposure to risk and evaluate measures to reduce risk.
b) **Compliance:** Continual monitoring of the following by inspection, evaluation, of events and input from staff related to risk.

- ➢ Work related injuries
- ➢ Vehicle accidents
- ➢ Occupational exposures
- ➢ Station safety
- ➢ Disaster preparedness
- ➢ Employee issues
- ➢ Hazmat business plans
- ➢ CERS reporting

c) Assigned: Human Resources, QA Manager, Director of Risk and Safety, Director of Training, VP of QRST, and C-Suites.

d) Indicator Reporting Value: The above activities are assigned to committee members to track, review and report to quality staff with recommendations for enhanced crew and patient safety.

9. Other

B. Indicator Selection

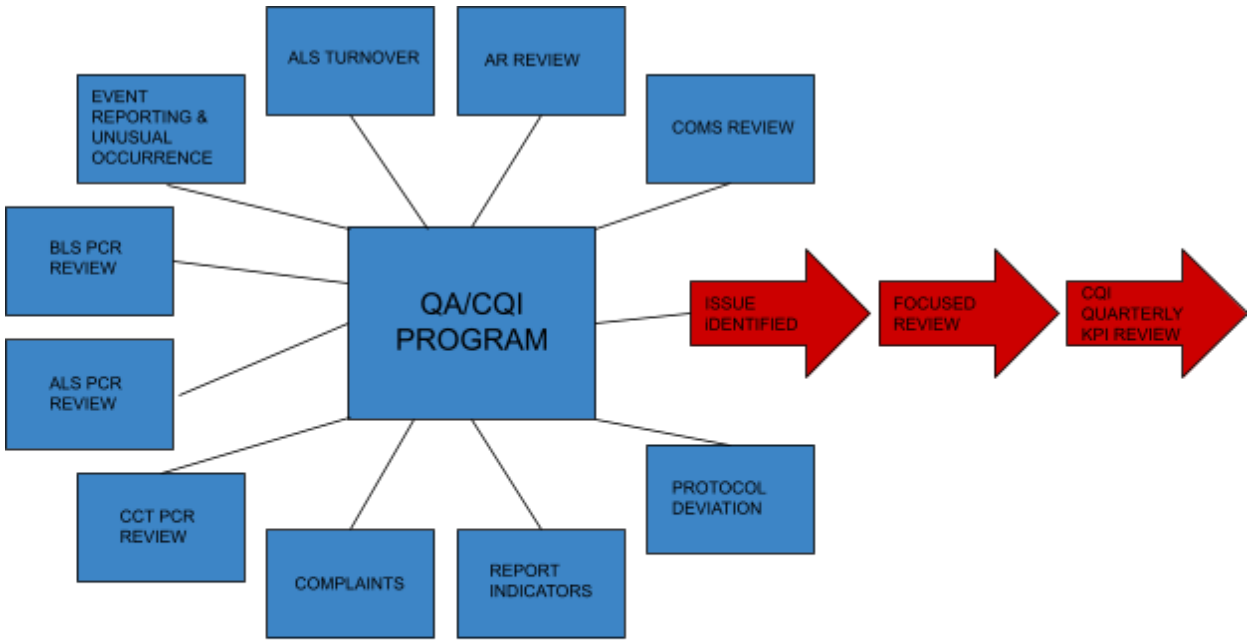
Norcal Ambulance adopts the methods of quality improvement based on guidelines recommended by the state of California EMS authority. In particular, special attention to methods of data gathering, review, reporting and improvement in Appendix E and F in the CA EMSA policy # 164 (Emergency Medical Service System Quality Improvement Program Model Guidelines).

The Technical Advisory Group meets to review reports and data collected by the mechanisms stated above. The group will also review trends identified by the QA process in incident reporting by field personnel. The Technical Advisory Group may form or assign a task force as needed depending on the complexity of the issue and the projected workload.

Duties of the Technical Advisory Group will include:

- ➢ Establish criteria for measurement and improvement
- ➢ Evaluation of information collected
- ➢ Decision making to take action to improve
- ➢ Establish criteria for improvement and / or methodology of measurement
- ➢ Identification of core problem, issues or challenges
- ➢ Identification of alternatives
- ➢ Establish and implement improvement plan
- ➢ measure/monitor results of improvement plan
- ➢ Standardize and integrate plan or change into the system
- ➢ Establish a plan for monitoring future activities.

The task force assignments will convene on an established interval with a projected timeline for completion and will function with some autonomy until the issue is resolved or refined enough to report to the committee.



C. Indicator Data Collection

All quality indicators are collected via field level transmission. ePCR data is then reviewed and scrutinized by QA department who looks at a variety of clinical data points and looks for overall adherence to standard of care. From there, the data points are synthesized by the QA Manager for further synthesis and reporting dashboard to the Vice President of Quality who conveys the information to the Executive Management Team.

The primary method used to identify trends and issues related to service is through the TraumaSoft Unusual Occurrence Reporting System. TS is online and is therefore accessible to field staff and managers 24/7. On-duty supervisors check the repository daily and escalate them to management as needed. Norcal Ambulance maintains policy that any of the following events are indicators for completing a UO for all employees:

- ➢ Non-injury or injury company vehicle accident
- ➢ Request by supervisor
- ➢ On the job injury
- ➢ Incident involving the facility
- ➢ Accident involving patient
- ➢ MCI/disaster
- ➢ On view emergency

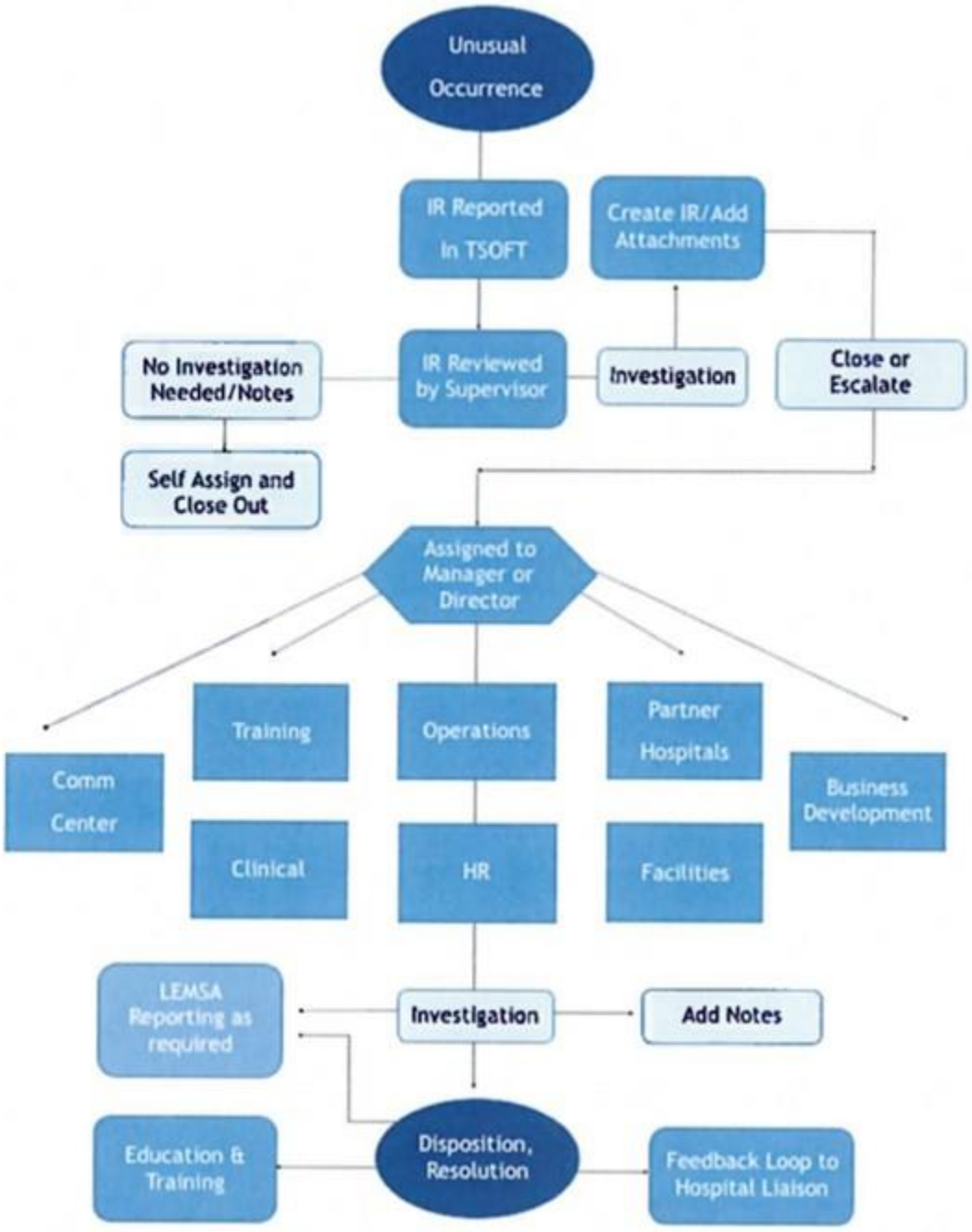
- ➢ Hospital diversion
- ➢ AMA release of patient
- ➢ Non AMA refusal of care/transport
- ➢ Accusation of negligence or wrongdoing against Norcal ambulance employee
- ➢ Delay in patient care without adverse outcome
- ➢ Any condition or situation that represents a threat to employee or public safety and health
- ➢ Any event which could be deemed as unusual in a patient care situation
- ➢ Disruption to continuity of operations.

These events are tracked and trended by the QA Manager; systems trends identified as contributing to the incident are analyzed and amended as needed. Training opportunities are identified and forwarded to the Training Director. Levels or thresholds relating to reporting requirements to the LEMSA are evaluated by the QA Manager and forwarded on the appropriate county notification form. Any systems issues identified in this process are also reported and become part of the global CQI process.

Advanced Life Support (ALS) mandated reporting requirements are as stated above and also include the following:

- ➢ Any circumstance adversely affecting patient outcomes
- ➢ Misplaced endotracheal tubes
- ➢ Injection of wrong medications
- ➢ Dosage errors
- ➢ Damaged / missing controlled substances
- ➢ Deviation from local protocol
- ➢ First responder transfer of care issues

This list is reportable to the LEMSA in which the ALS resource is operating. The QA Manager and ALS Supervisor will assure that the incident has been reported and that an investigation of the incident is carried out.



D. Indicator Reporting

The VP of QA receives all Quality Assurance related monthly dashboards. Indicator data can be collected in several forms; each will be specific to the reporting item. Data will be collected in the form of computer aided dispatch

(CAD) reports, personnel files, patient care reports (PCRs), surveys incident reporting forms and other items as deemed necessary.

Indicators have been assigned specific reporting values (time frames) regarding allotment of data collected. At minimum each indicator will be evaluated and reviewed monthly and transmitted to the executive staff.

Data will be collated and organized into reports by the QA department collaborating with the specific department managers or supervisors. (Example: Data elements for specific reports are identified by an assigned manager who will then work with the QA department to import data elements, format reports and create file hierarchy for future report generation.) Report data fields and formats will be adjusted as necessary to make the report more meaningful and user friendly.

Retrospective quality assurance and Norcal ambulance includes patient care data analysis, the identification of performance trends, performance improvement and or deficiencies feedback for personnel and policy development and remedial education or PIP.

- ➢ Evaluation of patient care
- ➢ Tape reviews
- ➢ One on one education
- ➢ Amendments to current training practices
- ➢ Equipment recommendation

Norcal ambulance currently employs trending and tracking tools to monitor identified performance trends and to document corrective actions to assure resolution, This currently includes PCR review, tape review, field training PIP date and mentoring. Information is systematically reviewed from each category and analyzed to determine system efficiency. Changes are recommended and or implemented after a review of events and trends.

Prospective QI is done by utilizing the time and resources available to evaluate our current systems and training programs to ensure we are on the cutting edge of patient care and customer satisfaction. This process includes participation on county EMS committees to stay updated in relevant information regarding updates in policies and clinical care issues in every county.

Norcals concurrent clinical quality improvement practices hinge upon three key components:

- ➢ Sharing of information
- ➢ Cyclic QI practices
- ➢ Field training and supervisor
- ➢ Reevaluation of practices

Concurrent quality improvement is guided by the continuous flow of quality information through all levels of the operation. Recommended actions steps

resulting from quality data gathering and analysis are communicated through meeting, electronic mediums, foster, flyers, newsletters and Slack. The QA department reports all findings and recommended actions to the training department who synthesizes best practices in order to convey operational changes to staff.

Our current methods for sharing the QA information, communication, analysis and quality improvement actions steps for Norcal managers and staff offer a mechanism to provide performance feedback to all personnel.

III. Evaluation of Indicators

A. Analyzing Indicators

Norcal is a data driven company and relies on key performance indicators in order to benchmark its many successes. Its many KPIs need to be transmitted to need to know personnel on a consistent basis. Data collected via CAD reports, personnel files, patient care reports, surveys and incident reports. In an effort to accomplish this aggregation of the data the Norcal QA department collects monthly data for dissemination to C-Suite personnel. Each month each respective department of QA, Risk, and Training is combined for the monthly report where the results are submitted to operational personnel and C-Suites in order to gain insight into comprehensive data based on operational performance.

The results and measurements of indicators are presented to the users of the information (i.e. applicable personnel) in a formal process and on a regular monthly basis. Typically updates are released in quarterly all-staff meetings where attendance is mandatory. Personnel that miss meetings are updated by their immediate supervisors or HR supervisor on items missed.

For more urgent information requests requiring immediate attention, the QA department will work with the department heads to create special reports specific to the indicator or issue needing improvement.

Information being routed to all employees is done via TraumaSoft notification or in person conversation with a read and sign document.

B. Presenting Indicators

The presentation of quality indicator analysis can be displayed in many formats. Norcal Ambulance will always try to provide an appropriate visual aid to demonstrate the data collected in an indicator analysis. Some cases will require comparison charts with historical data to compare improvement.

Appropriate presentations can include but are not limited to:

- ➢ Flow charts
- ➢ Fishbone - cause and effect diagram
- ➢ Pareto chart
- ➢ Histogram
- ➢ Scatter diagram
- ➢ Pie chart
- ➢ Run chart

C. Technical Advisory Group Indicator Evaluation

The technical advisory group meets at minimum quarterly to evaluate data collected in each indicator specific category. Meetings will occur sooner if indicators prove a more urgent change is needed in the system.

The following is the system Norcal has adopted to evaluate specific items, make decisions, and implement changes.

- ➢ Identify the objectives of evaluation
- ➢ Present indicators and related EMS information
- ➢ Compare performance with goals and/or benchmarks
- ➢ Discuss performance with peers/colleagues
- ➢ Determine whether improvements or further evaluation is needed
- ➢ Establish plan based upon decision

- ➢ Assign responsibility for post-decision action plan
- ➢ Follow up to assure post implementation is proceeding

Evaluation of Clinical Outcomes
The issue of having access to clinical outcomes related to emergency medical services and transportation has been a challenging issue for EMS to overcome. Some systems have fully integrated data systems that provide outcome information as it becomes available. In the past, systems have relied heavily on practitioner query and feedback. Within the spirit of this plan, practitioner feedback is strongly encouraged and recommended, Knowing that clinical outcomes and treatment plans are consistent with field treatment is invaluable. For the purposes of this plan, until a better system is designed, Norcal Ambulance will utilize the following two methods for discovery of clinical outcomes:

- ➢ Practitioner query and feedback from medical staff
- ➢ Quality improvement network with facilities

The quality improvement network will be built and maintained by the QA Manager. When clinical outcome information is needed for Quality Improvement, the manager will contact QA personnel at the specific facilities and determine outcome information on a case-by-case basis.

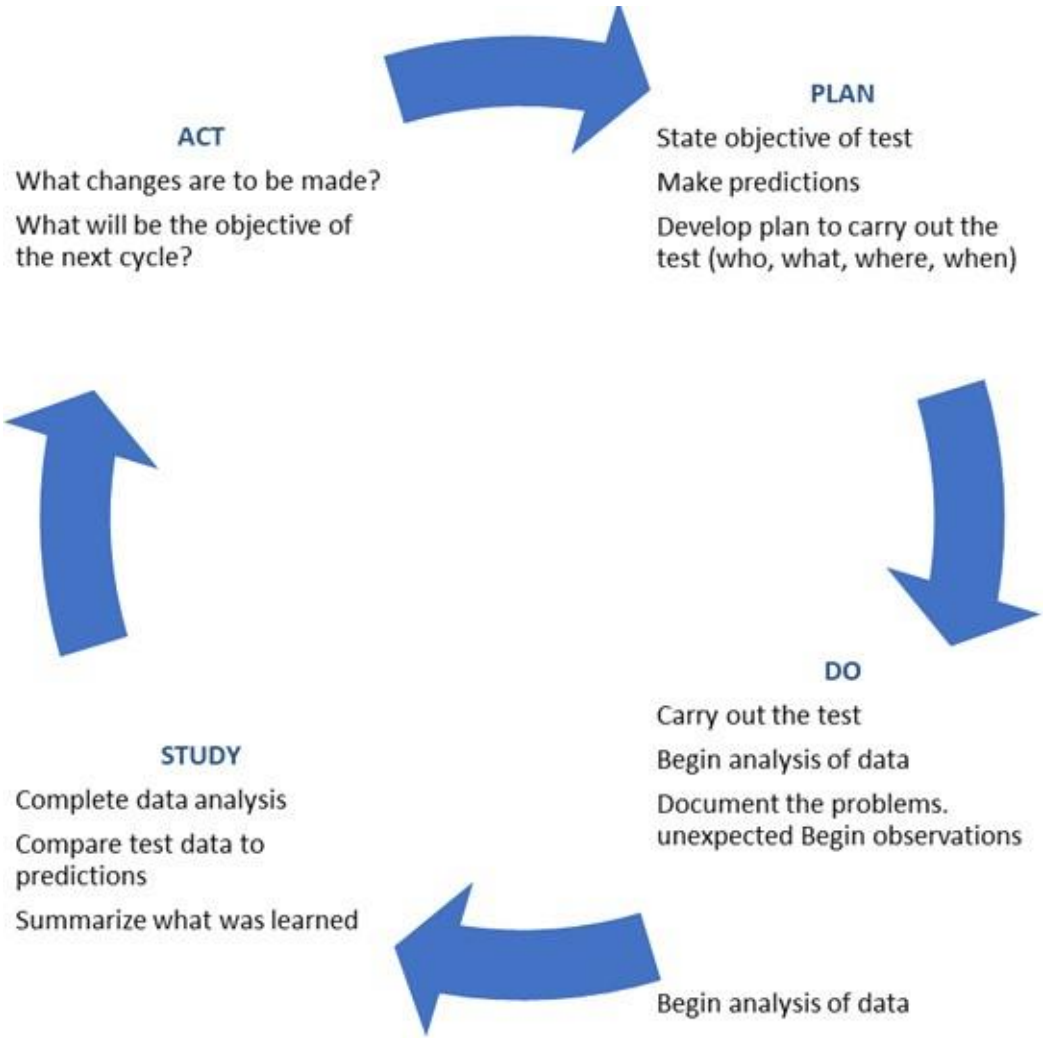
Customer Service Program
Norcal Ambulance maintains a system for customer service review that applies to all field personnel, accounts receivable and dispatch. This system involves all members of the organization. The system is designed to be used by our customers, crew members and office staff for direct feedback customer service or concerns. NorcalCares@getintouch.com

IV. Action to Improve

A. Performance Improvement

Norcal Ambulance approaches all standard performance improvements utilizing the FOCUS-PDSA model (*Source: "The Improvement Guide: A Practical Approach to Enhancing Organizational Performance", Langley, Nolan, Nolan, Norman & Povost 1996)*

F - find a process to improve
O - Organize a team that knows that process
C- Clarify the current knowledge of the process (collect data and other information)
U - Understand the causes of process variation
S - Select process improvement



B. Involvement in Improvement Planning and Implementation

Technical Advisory Group

This group is the fabric for making intentional changes to improve quality. This can be when external laws and/or regulations apply. Changes formed by outside agencies will be handled by appropriate personnel within /norcal Ambulance, additional consulting may be necessary by the acting outside agency. Specific examples include new driving laws (ex: cell phone law); or new local EMS requirements (background checks, etc). Assistance from technical advisory member may be utilized for the implementation of changes.

The QA Department

This team will be the first point of contact for improvement action planning and data collection. The QA department may make decisions independent of the Technical Advisory Group as determined by the Quality Manager. Action items

may be tabled until the next committee meeting and agenized for same. Some challenges may be best suited for Task Force of "Work Group" assignment. (Example: changing BLS paperwork signatures may involve a task force of EMT, FTO, Supervisors, Directors, Managers and billing representatives).

Task Force or Work Group
One of the greatest resources in action planning and implementation will be Norcals specialty task forces. Specialty task forces will be created as needed and as appropriately as possible (see example above). The members of the task force will represent the different functions of the action item being planned and implemented, task force members will be assigned different responsibilities within plan implementation and utilized for continuing follow up on plan success.

C. Communication with EMS Stakeholders

Norcal Ambulance makes every effort possible to communicate QA issues and changes to all involved EMS stakeholders. Issues will be reviewed internally to find cause and affect relationships with the issue. If issues can be resolved internally without affecting outside agencies and/or EMS stakeholders internal communications channels will be used to distribute information within the company.

For issues involving other agencies and EMS stakeholders, the Quality Manager keeps an updated contact list for all EMS stakeholders and QI personnel in the areas of operation. At minimum Norcal Ambulance will contact by phone or email any issues or changes in quality related matter. Urgent issues will be handled via phone or email within 48 hours of notification.

D. Planning Process for Change Implementation

- ➢ Establish criteria for measurement and evaluation
- ➢ Evaluate information
- ➢ Make a decision to take action to improve
- ➢ Establish criteria for improvement
- ➢ Establish an improvement plan
- ➢ Measure the results of the improvement plan
- ➢ Standardize or integrate change (plan) into system
- ➢ Establish a plan for monitoring future activities

V. Training and Education

A. Training of Patient Care Staff

The EMS QI Team and/or the technical advisory group shall have input into the content and delivery methods of related training and education of employees at Norcal.

Oversight for directing clinical training and education shall be at the highest level of medical knowledge based on industry trends, best practices and LEMSA protocols.

Training Department Staff:

- Melissa Popnoe, Director of Training
- Natasha Branson, Training Manager
- Keith Brooks, Senior Training Specialist
- Abel Armendariz, Training Specialist
- Field Training Officers (FTOs)

The QA team directly influences

- New Employee Orientation Training: New employees undergo various levels of training in order to prepare them to function competently in the field. Orientation training is a forty hour (40) overview of the company and its organization. Employees are introduced to the functioning and resources of the various departments. This training is conducted in a classroom setting. The training consists of a variety of lectures, presentations, hands on skills and a simulation lab.
- Initial Field Training: Initial training is conducted by a Field Training Officer who has been trained by the company Operational Designees. Initial training has been formatted by upper management and is constantly reviewed to ensure effectiveness in delivery. Initial training for field personnel is a minimum of five classroom days and six field shifts with an FTO/preceptor. Specific county requirements may mandate longer initial training periods. New hire trainees are evaluated daily using a standard training evaluation. New hires are not allowed to work a regular shift until training has been completed. Training consists of all aspects of patient care including: patient assessment, patient treatments/interventions, lifting, equipment operations (gurney, cardiac monitor, etc), charting, driving, radio operations, local requirements and reporting.
- Probation Evaluation: Before a field employee can pass from probation (90 day period from hire date); they must undergo a probationary period training evaluation and attend the 90 day orientation. This is conducted by an FTO and department leadership. The probation evaluation covers all aspects of patient care that the employee has received training on during the initial training phase. If an employee fails a probationary evaluation they will either be assigned remedial training or face possible termination.
- Safety Meetings: Quarterly (or more often as needed), NORCAL, conducts safety meetings, station inspections and workshops. Field Training Officers (FTO) and station safety officers are required to attend. At the meetings a particular skill(s) is discussed of practiced among staff. This can be a part of OSHA requirements, station safety review and follow-up, assessment, treatment, reporting or any patient care component that the supervisory staff feels needs improvement or

refreshing (infrequent skills). Safety and skill workshops are presented by the Medical Director, VP of QA, Operations Director and Paramedic Field Supervisors. Disaster preparedness may be practiced at this level as assigned.

- ➢ Educational Topics: At quarterly OSHA required staff meetings, NORCAL's Medical Director will present a medical educational topic for field and administrative personnel. Topics include issues/concerns often encountered in the field including: communicable diseases, specific medical conditions (signs, symptoms, diagnosis and treatment), Mass Casualty Incidents (triage and treatment protocols) as well as many other relevant field topics.
- ➢ Continuing Education Program: The continuing education program will be organized, administered and reviewed by the Director of Training and Vice President of Quality. The program may be offered in the classroom and or consist of hands-on skills for development of skill sets for practitioners. Continuing Education Units (CEU's) will be assigned consistent with state curriculum guidelines. (01-0016). NORCAL Ambulance is an approved CEU provider and delivers educational content consistent with all applicable rules and regulations via Program Director and the Clinical Coordinator.
- ➢ ALS Additional Requirements: The additional requirements for Advanced Life Support operations will vary from region to region. For the most part, NORCAL Ambulance will require maintenance of ALS skills consistent with national standards. This includes but is not limited to ACLS, PALS or PEPP, ITLS or PHTLS and periodic attendance at Lesser Used Skills courses or other requirements established by the company or LEMSA.
- ➢ Personal Improvement Plans (PIP): Personal Improvement Plans may be created for clinical personnel found in need of remedial training. CQI staff will make the determination for creation of a PIP based on the circumstances. Once lack of competency has been addressed a PIP recommendation will be forward to the Training, Human Resources and QA Department for creation. The PIP will be correlated with measurable skills erosion and hopeful improvement or other medical indicators as selected by the Technical Advisory Group. The PIP Plan is found in the Attachments of this plan.Failure to participate and follow a PIP or failure to change behaviors may cross over into a disciplinary process. If an employee cannot successfully fulfill the requirements necessary in order to achieve benchmarks, the employee may be subject to termination .

In addition, evaluation of quality indicators through the course of review may call for remediation plans or for enhanced training. These issues may be identified by the Quality Director, Medical Director. QA and the Training will work in concert to allow opportunities for practitioners to enhance or refine skills.

The EMS QA Team and the Technical Advisory Group shall have input into the content and delivery methods of related training and education. Oversight for directing clinical training and education shall be the responsibility of the Training Director, Training VP and Medical Director.

B. Changes to Policies and Procedures

Yearly, the Director of Human Resources, QA Department, and the Medical Director review all policies and procedures. Policies and procedures needing further review and/or change may be amended as necessary and subjected to a strict review process as a DRAFT document. Changes to a policy or procedure will be highlighted in the draft policy and posted for review. It is the responsibility of the QA Manager to ensure policies and procedures are standardized, kept current and reviewed at least once a year. If any changes occur, draft copies will be distributed to all affected employees for a specified period of review and input unless the changes are minor in nature.

C. QI Training and Education

Checklists have been created to ensure all employees complete necessary training and education as set forth by the QA and Training Departments. The HR department ensures that receipt of training documents from all employees. Assignment, tracking and notification systems are largely automated in Traumasoft. Traumasoft allows for the electronic dissemination of memorandums that require competency training which all employees must complete and acknowledge. Records of the completion are maintained by the Training Department.

D. Process for Identifying Training Issues

This step is done by HR and QA group. If the issue at hand is related to training, the group will specify to the training department what is needed. If the issue is an individual issue, it will be handled with a written PIP and administered by the QA representative in the region and/or the division management.

Further issues can be identified to trend analysis, for example if it has been noted that destination mileage has been omitted from multiple PCRs and the QAS identifies this as a trend, the TAG will make a recommendation to operational support that the need for training exists. From there the training department will complete an analysis to determine where a training gap exists and then formulate training. Training will then be delivered to all applicable staff with information and evaluation for competency.

E. Continuing Education

It is the responsibility of the VP, Clinical Coordinator and Training Director to ensure continuing education is occurring at appropriate regular intervals. The training director will ensure that the proper person is training on specific subjects and that the minimum requirements for education and training are met and compliance with Title 22 requirements governing education.

F. Ongoing Training

Yearly , the Training Director, QA Team and HR Team will evaluate the overall training program and its effectiveness. Service goals will be evaluated along with successful completion rates and any related issues reported within the year. The QA Team and Training Team will develop training strategies to ensure that goals

are met for the following year. This may include utilization of FTO's and other trainers in the organization to carry out the goals.

G. Data Validation

Daily and retrospectively, Norcal dispatch maintains a system of review to assure data accuracy; dispatch supervision and the data group maintain accuracy and requests for data.

H. Program Review

Norcal Ambulance will at minimum yearly, conduct a program review by the Quality Committee and dispatch supervisor.

I. HIPAA Compliance

The Quality and Compliance Officer will monitor dispatch to ensure compliance with all HIPAA requirements. Dispatch supervisor will maintain continuous real time ongoing monitoring of personnel compliance.

J. Records Storage

Norcal Ambulance maintains policies for the retention of medical dispatch call logs, records, tapes, and PCRs for a minimum of 180 days, or as required by Federal, State, Departmental or Company record retention and destruction policies, whichever is greater.

Through internal policies and procedures for collecting QA data. All required data reports will be submitted to the LEMSA as requested.

K. Reporting of Unusual Occurrence Events

Norcal Ambulance has established internal policies and procedures for collecting QA data. All required data reports will be submitted to the LEMSA as requested.

Sentinel event and exception reports shall be submitted to the EMS agency as required in LEMSA policy.

Internal policies and procedures for providing tapes or call logs to the EMS agency have been established for quality improvement review.

L. Employee Recognition Program

Norcal Ambulance maintains a formal process to recognize excellence through employee recognition programs and initiatives. Furthermore, all employee recognition is managed by the Culture department.

VI. Annual Update

The EQIP will be reviewed yearly by the Quality Committee and Medical Director. The plan will be revised as needed at least once a year. The EQIP is to be reviewed by the LEMSA or the EMSA at least every five (5) years or sooner if requested. Maintenance of the EQIP is the responsibility of the QA Manager.

A. Norcal QI Goals and Objectives

Norcals QI mission is to ensure that quality emergent and non-emergent medical transport is readily available and done so with excellent customer and patient service.

More specifically Norcal Ambulance has the following goals and objectives:

- ➢ Steadily improve as the company grows and expands by measurable means (indicators)
- ➢ Continue to find areas that need improvement and make the company more streamlined and efficient
- ➢ Review clinical data for adherence to protocols and clinical practices
- ➢ Improve our educational access and provide more continuing education opportunities for our employees
- ➢ Maintain and enhance open lines of communication with outside agencies for quality communication

B. Norcal 2021

The following was under review for all ALS, CCT, and BLS operations in 2021:

- ➢ 5150 Transports
- ➢ High risk epidemiology calls
- ➢ High acuity calls
- ➢ BLS epi usage
- ➢ BLS Naloxone usage
- ➢ BLS Glucometry
- ➢ Patient assist device tracking
- ➢ High acuity CCT calls
- ➢ High acuity ALS calls
- ➢ Track accident data
- ➢ Cardiac arrest / ROSC
- ➢ PCR Amendments/Doc Errors

Data Retrieval and Reporting

Norcal attends all required LEMSA QA/CQI meetings and reports as requested all relevant data. We keep open communication with key hospital staff and can request feedback/information as needed in compliance with HIPAA guidelines.

Critical Skills
Critical skills are flagged through either ePCR report or TS unusual occurrence forms. When they are identified the PCRs are then reviewed by either the QA Manager, ALS Supervisor or CCT management. All data gather from these PCRs are tracked and recorded in the monthly QA Dashboard.

2021 Policy Updates and Revisions

- New Policies:
  - Policy 200.320 Call Intake Patient Transfer Hospital to Hospital
  - Policy 200.321 Call Intake Bariatric Patients
  - Policy 300.302 Controlled Substances – Field Policy

In house policies are currently undergoing a full annual review as stated above. All information has been provided to the relevant staff, all policy amendments will be submitted and then reviewed by the board.

Trending Issues
Norcal monitors all relevant trends for mitigation of risk and enhancement of clinical provision. All trends are aggregated monthly via dashboard

2022 Issues Requiring Further Consideration in 2023

- Continue to track and monitor psychiatric calls as they have the propensity for high risk, elopement and potential EMS worker harm.
- Continue to monitor high risk epidemiology calls
- Enhance completeness of charting from both a clinical and AR perspective
- Monitor safe transportation practices, patient safety and body mechanics.
- Track all documented unusual occurrences to create education for quality improvement and best practices.

2022 Findings and Outcomes

- **Psychiatric Transports -**
  Overview: In 2022 the QA Department reviewed 100% of all 5150 PCRs at Norcal. We continued to track buckle guard compliance in the counties in which they are utilized. We tracked all attempted and successful elopements for the year.

Issue: Attempted and successful patient elopements. Crews not identifying patients who should have the consideration of the use of restraints. Crews not knowing the protocols for the LEMSA they are operating in when it comes to psychiatric transports and restraints.

Improvement Plan: The QA Manager and the Risk and Safety Officer will work together to identify the main issue and create a plan to better improve the overall safety of our crews and patients.

Result: Hoping to decrease the amount of attempted elopement for the 2023 year. QA is continuing to review 100% of all psychiatric calls and tracking compliance. This is an ongoing KPI.

- **BLS Infrequent Skills**
  In 2022 we had no instances where BLS infrequent skills were utilized in the field. Will continue to monitor for 2023.

➢ **Medication Error**
In 2021 we had 2 documented medication errors. One CCT LOS and one ALS LOS. Both were investigated, reported and the involved employees were educated.

➢ **Vaccination Error**
We had two Covid-19 vaccination errors. Both were investigated and reported to the counties in which we were assisting.

Indicators Monitored	**Key Findings/Priority Issues Identified**	**Improvement Action Plan for Further Action**	**Were Goals Met? Follow-up Needed?**
5150 Transports	Policy compliance and safety practices	Evaluate industry standards and exceed them	Continual follow up needed
BLS EPI use	Monitor use	Track and evaluate	Ongoing
BLS Naloxone use	Monitor use	Track and evaluate	Ongoing
BLS Glucometer use	Monitor use	Track and evaluate	Ongoing
High Acuity CCT Transports	ECMO, LVAD, balloon pump	Track, evaluate, and educate RN personnel	Ongoing
High Acuity ALS Transports	Monitor response metrics and compliance	Track, evaluate, and educate ALS personnel	Ongoing
Track Accident Data	Mitigate risk	Track, evaluate, and have weekly reviews	Ongoing
Cardiac Arrest / ROSC	Code review, dispatch, clinical, definitive care	Track, evaluate, crew debrief, educate if needed	Ongoing
FOS Tracking	Mitigate risk	Track, evaluate, educate if needed	Ongoing
BLS to ALS Turnover	Review dispatch and clinical care	Track, evaluate, educate if needed	Ongoing
Code 3 Tracking	Mitigate risk	Track, evaluate, risk mitigation	Ongoing
Patient Incidents	Mitigate risk and ensure safety practices	Track, evaluate, risk mitigation	Ongoing

Emergency Medical Services
Quality Improvement Program (EQIP)

Submitted by:
ProTransport-1, LLC

2023 - 2024

In accordance with the standards of:

Emergency Medical Services Administrations Association of California

Effective Date: 01/2010

ProTransport-1
P.O. Box 7260
Cotati, CA 94931

Table of Contents

ProTransport-1
P.O. Box 7260
Cotati, CA 94931

Introduction
ProTransport-1 is a leading inter-facility private ambulance provider in California. As such, our goals and responsibilities differ from a traditional 911 EMS model. We have implemented a "Total Performance Score" (TPS) methodology similar to that used in hospitals and the standard set by Centers for Medicare and Medicaid (CMS) as our CQI model.

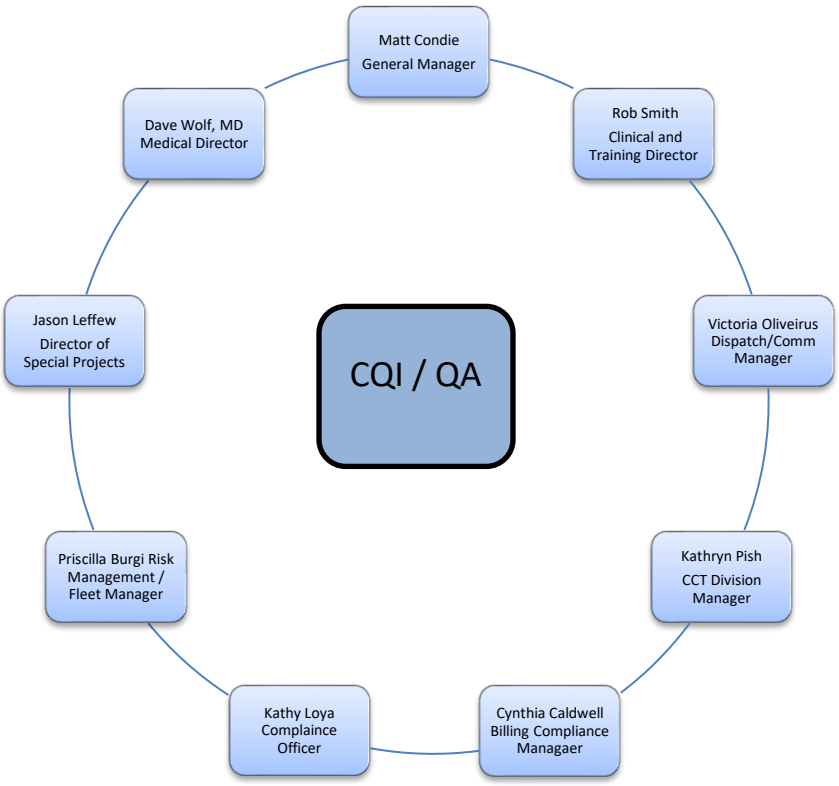
Our TPS consists of five domains:

- Clinical Process of Care
- Patient Experience
- Outcome
- Efficiency
- Operational Effectiveness

I. Structure and Organizational Description

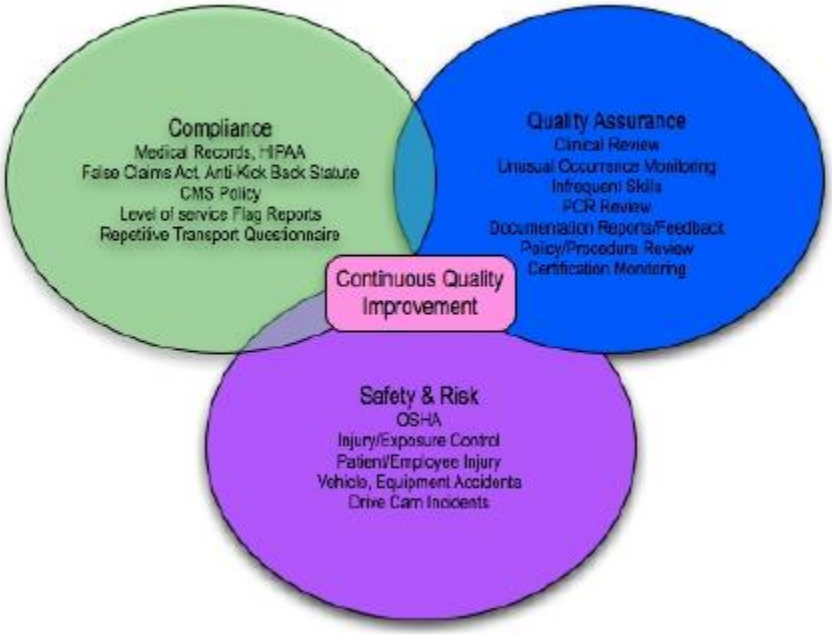
A. Organizational Structure

1. QA/CQI Committee
Led by the Director of Clinical Operations and Quality, the QA/CQI committee's primary duties are to identify through performance reporting (patient chart data, Accounts Receivable success rates, Call Center statistics, etc.) areas that can be improved in a collaborative manner to the betterment of the company overall. The committee interprets data and trends, working with department stakeholders to develop strategies to meet challenges and identify opportunities for improvement. This team audits individual employees, conducts QA reviews and evaluates data for trends. The committee acts as an advisory board to all departments in the company, offering trend data, insight and suggestions for improvement.



2. Leadership Group
The Leadership Group is the final decision making group for suggested operational changes or financial decisions. All competing organizational demands, conflicts, funding strategies and other logistical planning issues will be coordinated.

3. Risk Management, Saftey, Compliance and Quality Assurance
These three departments act in conjunction to reduce company risk and implement improvement plans.



4. Regulatory Management
Led by the Regulatory Manager with assistance from Operations, Fleet and Risk Management, this department ensures compliance with all applicable regulations and legislation.

- Maintains relationships with LEMSAs to ensure changes to policy are implemented in a timely manner
- Ensure all requirements for ambulance permitting and employee requirements are met
- Facilitate information exchanges with the appropriate departments and the LEMSAs

Field Operations and Regulatory Management along with Business Development seek and maintain relationships outside of our agency, specifically all EMS participants and facilities:

- Local EMS agencies
- Hospital and other healthcare facility partners
- EMS service providers
- Base hospitals
- EMS dispatch centers
- Labor and management
- Local departments of health
- Local, state and federal law enforcement
- Public safety answering points (PSAP)

B. Quality Improvement Mission:

QA/CQI Mission Statement: "The Quality Committee is responsible for identifying, overseeing and monitoring performance improvement activities of the company".

- Primary Duties: Identify through performance reporting (patient chart data, Accounts Receivable success rates, Call Center statistics, etc.) areas that can be improved in a collaborative manner to the betterment of the company overall

The company's mission, operating values and motto all reflect the central responsibility of developing a culture of quality. A continuous drive toward "doing the right thing right the first time" allows us to strive for excellence throughout all processes.

1. Services Provided

Sedan Services: Non-medical transportation for ambulatory patients to and from scheduled appointments and to home when other transportation is not available.

- Drivers selected for this position must have a clean driving record and be professional, courteous and customer service oriented. QA is based on customer feedback from sending/receiving facilities and from persons utilizing the service as well as UHU and OTP.

Wheelchair Services: Non-medical transportation for persons confined to a wheelchair but in no need of medical monitoring.

- This job position requires current CPR certification and a clean driving record. Drivers selected for this job must be professional, courteous and customer service oriented. QA is based on customer feedback from sending/receiving facilities and from persons utilizing the service. Monitoring of QA is largely based on trending of any unusual occurrences and the C.A.R.E.® Program as well as UHU and OTP.

Gurney Transportation: Non-medical transportation staffed with two attendants, this service is utilized for round-trip patient transport to doctor's appointments and procedures in a gurney (non-ambulance) van.

- This job position requires current CPR certification and a clean driving record. Drivers selected for this job must be professional, courteous and customer service oriented. QA is based on customer feedback from sending/receiving facilities and from persons utilizing the service. Monitoring of QA is largely based on trending of any unusual occurrences and C.A.R.E.® Program as well as UHU and OTP.

Basic Life Support (BLS): An ambulance staffed with two EMTs, these transports can be emergent or non-emergent, depending on the nature of the call and operational protocols determined by the LEMSA. BLS transports are conducted on ambulances certified by state (CHP) and county regulations for operation.

- EMTs must have current CPR certification, ambulance driver's license and DMV Medical Examination Report (DL51). Mandatory attendance and passing of ProTransport-1 field training program is required, as are ongoing training and any local accreditation requirements applied by the LEMSA in which they will be working. The BLS level of service requires a higher level of medical knowledge and decision-making ability. A list of associated QA activities include but are not limited to:
  - Partner, peer and station manager off-duty (OD) review
  - PCR compliance review
  - Unusual occurrence reporting system
  - C.A.R.E.® Program
  - New hire, ongoing training program and continuing education program (12 hours per year)

- Team member feedback forums
- Participation in QA/CQI Committee

Advanced Life Support (ALS): An ambulance staffed by one licensed paramedic as well as either another paramedic or an EMT. Transports can be emergent or non-emergent, depending on the nature of the call and operational protocols determined by the LEMSA. ALS transports are conducted on ambulances certified by state (CHP) and county regulations for operation.

- A licensed paramedic with current CPR certification, Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) or Pediatric Education for Pre-Hospital Professionals (PEPP), trauma and hazardous materials training and either one EMT or an additional paramedic. Mandatory attendance and passing of ProTransport-1 field training program is required, as are ongoing training (including "lesser used skills") and any local accreditation requirements applied by the LEMSA in which they will be working. Paramedics are responsible for all of the company requirements for EMT and other QA guidelines listed below:
  - ALS PCR review
  - Station manager off-duty (OD) review
  - Unusual occurrence reporting system for the company and county
  - Continuing education program (24 hours per year)
  - Base hospital run review participation
  - Participation in QA/CQI Committee

Critical Care Transport (CCT): An ambulance staffed with two EMTs or one EMT and one paramedic as well as one CCT-RN. Transports can be emergent or non-emergent, depending on the nature of the call and operational protocols determined by the LEMSA. CCT transports are conducted on ambulances certified by state (CHP) and county regulations for operation.

- A licensed registered nurse (California State license required) with current CPR certification, Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS). Mandatory attendance and passing of ProTransport-1 field training program is required, as are ongoing training (including "lesser used skills") and any local accreditation requirements applied by the LEMSA in which they will be working. Adherence to QA guidelines listed below:
  - CCT PCR review
  - Unusual occurrence reporting system for the company and county
  - Continuing education program (30 hours per year)
  - Participation in QA/CQI Committee
  - Medical Director review and medical review participation

NICU/PICU & Specialized Team Transport: Specialized transport teams using ProTransport-1 team members and intensive care unit facility staff. This service is offered by contract with facilities having a recurrent need to transfer critically ill and injured neonates and children. NICU/PICU utilizes a designated NICU/PICU ambulance with specialized equipment and is staffed with two EMTs or paramedics and at least one specialty care RN from the sending facility to attend the patient and monitor equipment. Team transports are conducted on specially equipped ambulances designed by the facility and maintained by PT-1.

- Staffed with two certified EMTs with current CPR certification, an ambulance drivers license and DMV Medical Examination Report (DL51) as well as a specialized team from the sending facility (dependent on patient acuity; multiple team members may be sent including RN/RT/MD). Mandatory attendance and passing of ProTransport-1 field training program along with any local accreditation requirements applied by the LEMSA in which the EMTs will be working, orientation to NICU/PICU Unit and adherence to QI guidelines listed below:
  - CCT RN review
  - Medical director review
  - Unusual reporting system for the company and county
  - Integration with facility QI network

Medical Standby: Ambulance standbys can be provided at the BLS, ALS and RN service levels. The standby unit handles all care including the stabilization of acute medical conditions. If allowable by service area, patients may be transported by other ProTransport-1 units or the 911 system and the standby unit will provide supportive care and treatment until care can be transferred to transport personnel.

2. Certifications - Required licensure, certifications and DMV qualifications (by position):

	CCT–RN	Paramedic	EMT	Wheelchair/Gurney/ Sedan Driver
RN License	X			
Paramedic License		X		
EMT Certificate			X	
ACLS	X	X		
PALS or PEPP	X	X		
NRP	X			
PHTLS or ITLS		X		
CPR	X	X	X	X
First Aid				X
County Accreditation		X	X	
Ambulance Driver License		X	X	
DMV Medical Examination Report		X	X	
Hazmat FRA/FRO (First Responder Awareness/Operations)		X	X	
SEMS (Standardized Emergency Management System)		X	X	
AWR-160 (Terrorism Awareness)		X	X	
ICS (National Incident Command System - NIMS)		X	X	
IS-3 (Radiological Emergency Management)		X	X	
IS-704 (NIMS Communication and Information Mgmt.)		X	X	

3. System Goals

At the core of ProTransport-1's strong client relationships is a robust quality improvement and employee values system grounded in client service excellence, which is unique within the medical transportation market. The company's C.A.R.E.® program provides customers and patients with service surveys at the time of each transport, allowing ProTransport-1 to report statistics on a frequent, consistent schedule. To the patient population, the ambulance service is an extension of the hospital; the C.A.R.E.® program ensures patients and their families continue to receive high quality care on their way to and from the hospital. The system is also merit-based, rewarding and promoting team members who demonstrate compassion, attitude, responsibility and overall excellence in performing their duties as medical professionals. This creates a culture of positive, peer-based reinforcement among team members.

PT-1 Mission Statement, Operating Values and C.A.R.E.®

We bring patients and medical professionals together through mobile healthcare solutions and reliable transportation services.

We rank order four operating values so we can define, order and live by our beliefs.

Safe - Our actions are safe for ourselves, our colleagues, other professionals and the public.
Accountable - Our actions in private honestly match our publicly stated values and promises.
Friendly - Our actions are pleasing, agreeable, demonstrate respect and create harmony.
Efficient - Our actions improve through constant, collaborative fine-tuning, limiting resources and maximizing results for all.

We believe C.A.R.E.® encompasses our "professional, courteous, on time" promise to customers, and it is the heart around which our operating values were developed.

Compassion - A feeling of sympathy for one who is suffering in regard to patients, coworkers, facilities' staff and others.
Attitude - Positive, can-do, enthusiastic approach to interaction, communication and contact.
Responsibility - Being accountable to patients, the company, job duties, coworkers and facilities.
Excellence - Providing superior care to patients by going above and beyond duties consistently and continuously.

II. Data Collection and Reporting

A. Specific Quality Indicators

The tables below outline the Specific Quality Indicators measured by this program. Each indicator is followed by the objective that is being measured, how compliance to the indicator is measured, who is assigned to measure it and what specifically will be utilized in its measurement.

1. Personnel	Objective	Compliance	Department	Indicator
Continuing Education	All team members will comply with CE hour requirements; 24 for EMT, 48 for Paramedic, 30 for RN. Lesser-used skills training will take place annually or as mandated by the LEMSA. Communications center team members will maintain NAEMD certification.	Certifications, licenses and CE hours will be monitored on a regular basis	• Human Resources	Number of expired certifications, licenses per year, and CE hours per team member per year
Education and Training	To conduct ongoing training for all staff members Ensure compliance with HIPAA, bloodborne/airborne pathogens and LEMSA recommendations	Track the number of personnel who complete training	• Training	Number of personnel who meet quarterly/ annual training standards
Qualifications	Ensure all personnel will provide verification regarding their current licensure, certification and DMV qualifications as well as a criminal background prior to commencing employment	All candidates will submit certificates, licenses, records and documents during the application process, verified during the interview by the Human Resources Department. Team members receive automatic renewal reminders at intervals that a required certification is due for renewal; scheduling receives daily "expired" certifications report.	• Human Resources • Scheduling	Monitor number of delinquencies per year and number of days lost due to expired certifications
Well Being	All team members will be monitored for their well being with regard to physical and mental health	Number of sick calls, absences, workers' compensation claims, accidents, fatigue, complaints will be monitored on an ongoing basis	• Human Resources • Risk Management	• Number of lost days and injuries

2. Equipment & Supplies	Objective	Compliance	Department	Indicator
Inventory Control Systems, Pharmaceuticals	Ensure all equipment and supplies are available ensuring the most efficient use of assets; communicate information promptly regarding recalls, expirations and changes to medication protocols are promptly and accurately disseminated to all stakeholders; Ensure availability of medications to meet LEMSA requirements; track "Nationwide Shortage" information for preplanning of inventory needs	Implementation of OPIQ to all stations; quarterly inventory tracking; station to station transfers for increased efficiency; input of inventory by Lot # and Expiration to maintain notification of expired, low inventory items	• Vendor Relationship Manager	Number of urgent supply orders; % over budget for supplies; number of equipment failures
Narcotics Control	Adherence to all DEA regulations	"Narc Logic" RFID tracking; 100% review of calls utilizing narcotic administration	• Clinical Operations	• Any discrepancy in Data logs, cards, Usage followed up to verify compliance
Preventive Maintenance	Ensure all PM is completed on all equipment	Regular PM schedules will be maintained and updated	• Vendor Relationship Manager	Number of PM items that do not get completed annually
Technology	Utilize secure, cutting-edge technology Ensure our customers and patients receive the safest and most efficient care	Implementation of the next phase of ImageTrend ePCR; good utilization of ePRO; implementation of new HRIS system	• Director of IT	Good user feedback, more efficient communications; implementation of NEMSIS/CEMSIS-compliant data
Vehicles	Fleet Maintenance is ensured at a high level and PM performed on a regular basis; good system in place to handle replacement vehicle needs	OPIQ tracking of Fleet Performance, maintenance; black box in ambulances utilized to its fullest extent for proactive notification of issues	• Risk Management	Number of PM visits per vehicle/year; number of breakdowns

3. Documentation	Objective	Compliance	Department	Indicator
ePCR Compliance and Medical Necessity	Implement new ImageTrend templates; bring NEMIS updates on line,PCRs consistent with LEMSA requirements; accurate/complete documentation	Validation rule compliance; implementation of others as needed. Increase narrative specificity to comply with ICD-10	• IT • Operations • Compliance • Clinical Operations • CCT	Validation %, Narrative specificity increase to ICD-10 guidelines; # PCRs sent back to field providers
HIPAA Compliance	Ensure compliance with HIPAA regulations	Completion of annual HIPAA training; continuing education as needed	• Compliance	% of personnel to complete HIPAA training; # HIPAA violation incidents (zero tolerance)
Medical Records	Ensure all PHI is secure	Annual review of storage sites, transport of medical records, security of technology	• Compliance	Any failure to secure records –loss of records or inaccessibility
Patient Care Report – Data Accuracy	Accurate data reporting	Regular review of data accuracy, "report card" from AR and Performance management	• Compliance • Communications Center • IT	Data reports; Logis input; AR LOS downgrades due to data error

4. Clinical Care & Patient Outcomes	Objective	Compliance	Department	Indicator
Adherence to Policy and Protocols	Review of PCRs Ensure adherence to LEMSA guidelines, best practices	50% of ALS, 10% of CCT 30% of BLS and 15% overall; all PCRs where narcotics were administered	• Compliance • Clinical Operations	Development and implementation of Personal Improvement Plans (PIP) for incidents or identification of training opportunities.
Clinical Competency	Ensure 100% review of any untoward patient outcomes, complaints, problems	Clinical review of any UO related calls, PCRs	• Clinical Operations	Clinical Review Board meetings on any UO related calls; outcomes determined on a case by case basis
Frequency Patients	Ensure frequency patients are evaluated monthly to ensure LOS requirements are met	Monthly RTQ (Repetitive Transport Questionnaire) completion	• Compliance	Number of RTQs completed by month
Patient Outcome Tracking	Call to all home discharged patients for follow up	90% of all discharged to home patients are called	• Business Development	Any issue related to patient discharge

5. Skills Maintenance & Competency	Objective	Compliance	Department	Indicator
EMT	Ensure skills sets are maintained and competency assured through usage, review, training	Ensure training completion; ensure training parameters meet cognitive, affective and psychomotor parameters	• Training	Completion success rates and amount of training completed annually per employee; maintenance of CE requirements
Paramedic	Ensure skills are maintained and competency assured through usage, review, training; adherence to lesser used skills review	Ensure training completion; ensure training parameters meet cognitive, affective and psychomotor parameters	• Training	Completion success rates and amount of training completed annually per employee; maintenance of CE requirements
Retrospective PCR Review	Review of ALS/CCT PCRs Ensure tracking of skills	Track success rates of IV starts, advanced airway maneuvers, medication administration, defibrillation, TCP; any lesser used or expanded scope of practice skills	• Clinical Operations	Success rates of all evaluated skill sets
RN	Ensure skills are maintained and competency assured through usage, review, training; adherence to lesser used skills review	Ensure training completion; ensure training parameters meet cognitive, affective and psychomotor parameters	• Director of CCT	Completion success rates and amount of training completed annually per employee; maintenance of CE requirements

6. Transportation & Facilities	Objective	Compliance	Department	Indicator
Long Distance Transport	Evaluation of all LDT calls to meet LEMSA guidelines	100% of calls follow LEMSA guidelines	• Communications Center	Any issue with pick up location or call
Lost Calls	Track lost calls due to unavailability, incompatible ETA, LOS availability	CAD monitoring, Medlert data to track turned over or not run calls	• Communications Center	Number of lost calls during reporting period
On-scene Downgrades to LOS	To determine the number of calls that are downgrading upon arriving on scene (CCT to ALS or BLS, ALS to BLS, BLS to Gurney or WC)	Track number of calls subjected to downgrade at the time of service; number of calls downgraded at the AR level	• Compliance • Communications Center • AR	Number of downgraded calls

On-time Performance	To determine global, county, facility on- time performance	On-time performance is managed by the Logis CAD and resources are added as needed to adjust for system changes	• Utilization and Resource Management	On-time %
Response Times	Ensure response time performance meets the parameters set by contract, LEMSA	Track response time performance	• Utilization and Resource Management	% of calls that meet response time contractual obligations, LEMSA requirements
Time on Task	Ensure that time on task is not affected by factors within our control	Track time spent on each call to ensure unit efficiency	• Utilization and Resource Management	Amount of time per call by type

7. Public Education & Prevention	Objective	Compliance	Department	Indicator
Customer Satisfaction	To maintain high levels of customer satisfaction	Active tracking of C.A.R.E.® cards, complaints	• Marketing Communications • Business Development	C.A.R.E.® card %, numbers of complaints and resolution
Reward and Recognition	To maintain high levels of employee satisfaction	Inclusion of employees in satisfaction surveys, follow up on complaints, regular feedback	• Marketing Communications • Human Resources	Feedback from exit interview survey, FTO survey, employee turnover

8. Risk Management	Objective	Compliance	Department	Indicator
Disaster Preparedness	Ensure all stations, HQ and personnel have a disaster preparedness plan; ensure a notification plan is in place in the event of an emergency; ensure cooperation with LEMSAs regarding disaster management	Prepare disaster plan, ensure compliance of all stations, review HR/communications center notification plan	• Risk Management	Number of plans in place; notification plan in place
Injury/Exposure Reporting	Ensure all injuries/exposures are reported	Follow up on any report of injury or exposure Ensure correct reporting and notification guidelines are followed	• Clinical Operations • Risk Management	Number of injuries/exposures not reported in a timely manner

OSHA Compliance	Ensure 100% of operations are compliant with all OSHA standards	Follow up on any reports, incidents, exposures for possible global issues related to safety; retrain any personnel, update procedures for increased safety compliance	• Risk Management	Number of injuries/exposures
Safety Meeting Compliance	Ensure monthly safety meetings are held at each station	100% of stations conduct monthly safety meeting	• Risk Management	Number of safety meetings conducted per month
Unusual Occurrence Reporting	100% review of all UO reports; ensure sentinel events are reported up the chain of command	Ongoing tracking of UO system, notifications	• Risk Management • Clinical Operations	Number of UOs not reported in a timely manner, increase in the number of sentinel events
Vehicle Accidents	Reduce the number of vehicle accidents; reduce $ amount of insurance reserves	Ongoing tracking of number of vehicle accidents, incidents, DriveCam incidents	• Risk Management	#/$ accidents, resulting WC claims, patient injuries, $ reserve
Workers' Compensation	Reduce the number of employee injuries	Ensure RTW program is working; institute IPP, ensure retraining of employees takes place	• Risk Management • Human Resources	Number of injuries/exposures

9. Other	Objective	Compliance	Department	Indicator
Vaccinations	Ensure employees comply with annual Flu vaccination	Employees obtain an annual Flu vaccination or mask in patient care areas; 90% vaccination rate in line with CA regulations	• Human Resources • Clinical Operations • Marketing Communications	% of employees by station that do not get the Flu vaccination

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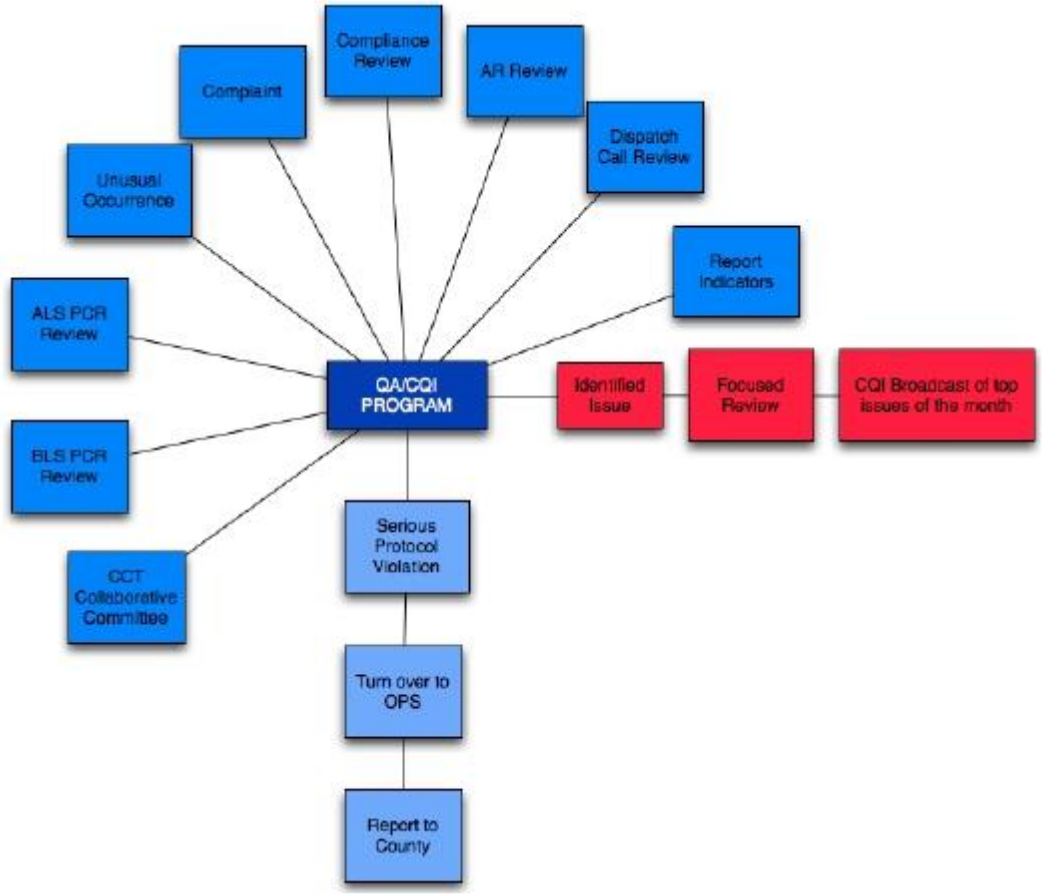
B. Process

ProTransport-1's quality and customer service focus leads us to choose indicators that may not be traditional in a 911 EMS model. We focus on serving patients, many of them elderly, who need transportation between medical facilities, efficiently connecting each with the right level of service. Doing the right thing, at the right time, for the right reasons is our service commitment.

Our Continuous Quality Improvement model looks at the process while improving performance on an individual level. Specific Quality Indicators are chosen with this in mind. The steps in the process are:

- Establish criteria for measurement and improvement
- Evaluation of information
- Identification of core problem or area for improvement
- Identification of alternatives
- Plan development – criteria to be measured, methodology
- Implementation, measurement of results
- Determine if changes are adequate to address issue
- Integrate plan changes into the system
- Establish monitoring guidelines for future activities



The QA/CQI Committee reviews reports and data from these indicators. Reviews of incident or unusual occurrence reporting will reveal deficiencies in a process that will require improvement. Analysis may reveal that a particular issue should result in a new or improved process.

Systems identified as contributing to the incident are analyzed and amended as needed. Training and remediation opportunities are identified and forwarded to the Training Department. Levels or thresholds relating to reporting requirements of the LEMSA are evaluated by the Director of Clinical Operations and Quality and forwarded to the applicable county notification forum.

1. Unusual Occurrence Reporting

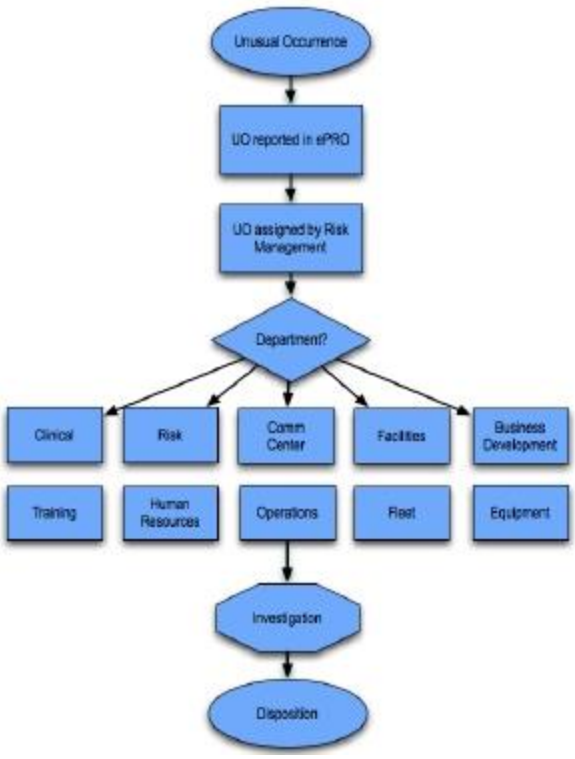
One such method is Unusual Occurrence reporting. Reports are generated in our online system. All team members have access to this method of reporting and can access it at anytime while on duty or not. UOs are reviewed on a daily basis and follow a strict reporting guideline dependent on the issue. Examples of the types of issues reported are:

- Injury or non-injury vehicle accident
- Patient or employee injury or exposure
- Incident with a facility, customer, patient
- MCI/disaster involvement
- APS/CPS Notification
- “On view” incidents
- Hospital diversion
- AMA/RAS, non-AMA refusal of care or transport
- Delay in patient care
- Accusation of wrongdoing
- BLS Code 3 response or transport
- Any condition or situation that represents a threat to team members, public safety or health
- Any event deemed unusual or a report requested by a supervisor

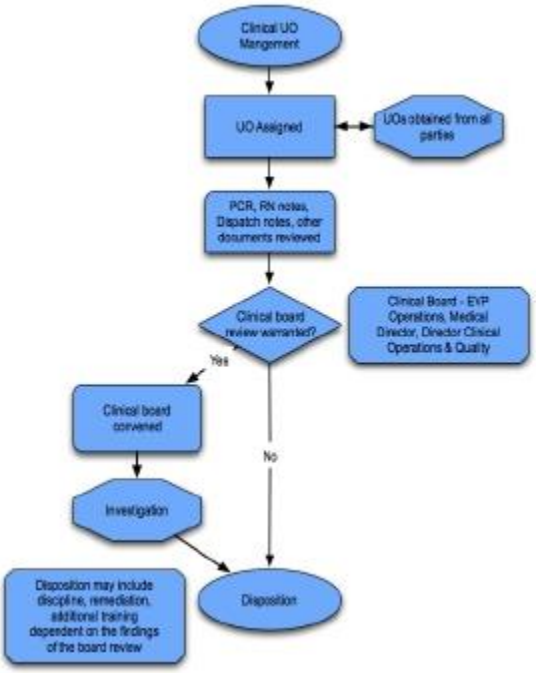
Advanced Life Support (ALS) mandated reporting requirements include those listed above and also the following:

- Any circumstances adversely affecting patient outcomes
- Misplaced endotracheal tubes
- Delivery of an incorrect medication
- Dosage errors
- Damaged/missing controlled substances
- Deviation from local protocol
- First responder transfer of care issues

The UO process flow is charted to the right:



As an example of the UO management process, the chart below outlines the Clinical Review process. This process is initiated anytime a clinical patient care issue arises:



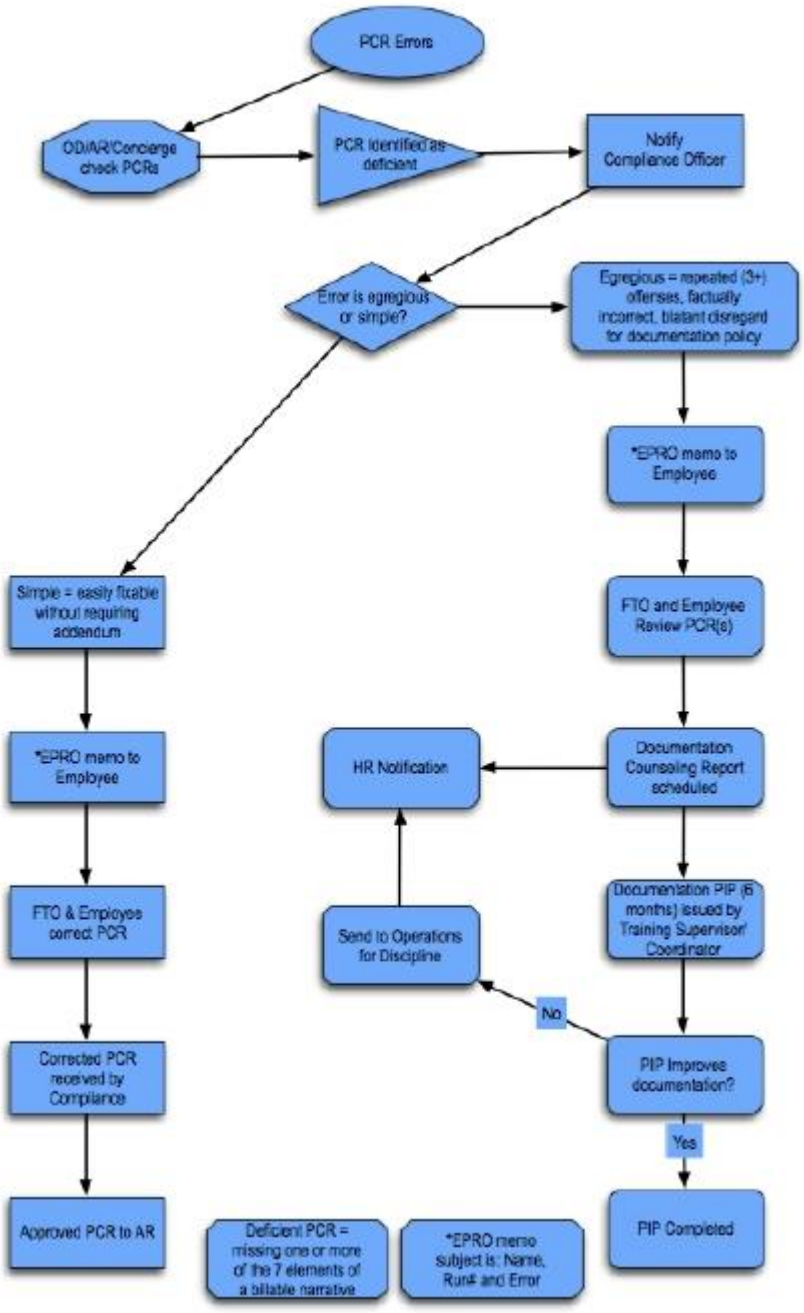
2. PCR Review Process
The ALS review process is conducted by the QA coordinator. Currently, ProTransport-1 provides ALS services in three areas, each under a different LEMSA. 50 percent of these PCRs are reviewed. Issues identified are reviewed and followed up by the QA coordinator; if a serious issue arises, a UO report will be generated and the incident moved up to the Clinical Review Board. The CCT Division reviews 10 percent of CCT PCRs by double review – first by a peer and then the CCT Supervisor. 100 percent of emergent transports and/or sentinal events are flagged and reviewed due too their lower overall occurence

In 2015 we completed the rollout of ePCR for our BLS and ALS divisions. The ePCR review process is based on predetermined validation rules. Currently, there are 249 validation rules (Appendix A). The validation process only allows PCRs meeting 95 percent or better compliance to be turned in.

In 2018 we implemented the UltraForm ePCR, which is essentially a single ePCR worksheet that expands as needed based on treatment level of service (BLS, ALS, CCT). This allowed for better implemntation of core measure tracking and validation as single rules would apply across all levels of service.

Crewmembers are eligible for a status symbol of their good documentation. The Compliance Department's "Pink Shears of Perfection" program awards colored trauma shears to crewmembers whose reviewed documentation scores at least 22 points out of 25 for three months. If they demonstrate a high score for three months, they are awarded pink trauma shears. At six months, they receive coveted camouflage trauma shears.

The Compliance Department has a meticulous program for correcting PCRs, following up on training issues and instituting PIP plans for documentation. This process is outlined here:



C. Data Collection Responsibilities

ProTransport-1's Performance Management Department as well as Utilization and Resource Management perform the company's data analysis. Reports are generated daily, weekly, monthly and annually in accordance with company needs and requirements. See the specific quality indicators in section II for examples of reports. Frequency of reporting is dependent on the need.

The Performance Management Department can create reports specific to the indicator or issue needing improvement. Pertinent information will be forwarded to necessary personnel should remediation be necessary.

D. Reporting

Examples of regular reporting:

Report	Frequency	Delivery	Data
UO	Daily	Risk, Field Operations, Clinical, Comm Center, Business Development	Injury/exposure, patient outcome/complaint/dispatch issue, facility issue
Accidents	Daily	Risk	Type, injury, cost
C.A.R.E.®	Monthly	MarCom, HR, Operations, Business Development	Employee ranking, comments
CAD Facility analysis	Daily	Operations, Business Development	Types, calls, volume
CAD Volume	Daily, Weekly, Monthly	All Departments	Calls by level of service
Certifications	Daily	Scheduling, HR	Expired certifications
LOS Downgrades	Monthly	Compliance, AR	Downgrades to level of service
Employee Time & Attendance	Daily	Scheduling, Payroll, HR	Late, absent, no show
Late Calls	Daily, Weekly, Monthly	Operations, Comm Center	Late calls by region
Narrative Quality	Monthly	Compliance, Clinical	
On-time Percentage	Daily, Weekly, Monthly	Utilization, Comm Center, Operations	OTP by region
PCR Completion	Daily	Compliance, Off-Duty	
Unit Hour Utilization	Daily, Weekly, Monthly	Utilization, Comm Center, Operations	UHU by region
Workers' Compensation	Weekly, Monthly, Annual	Risk, HR, Operations	Types, cost

III. Evaluation of Indicators

A. Indicators

Reports are evaluated by department directors on a regular basis: daily, weekly and/or monthly, depending on the indicator. Various departments compile reports while data is gathered, analyzed and produced by the Performance Management Department. See "Specific Quality Indicators" in Section II.

Department	Report	Frequency
Field Operations	Time and attendance	Daily
	Calls by LOS	Weekly, Monthly
Communications Center	Long distance transports – distance, time on task, frequency by facility	Monthly
	Incoming calls, faxes, electronic ordering	Weekly, Monthly
	Customer service quality	Daily, Weekly
	Time per call, per agent	Monthly
Compliance	PCR completion	Monthly
	PCR send backs	Monthly
	HIPAA training	Annually
	Code of conduct	Bi-annually

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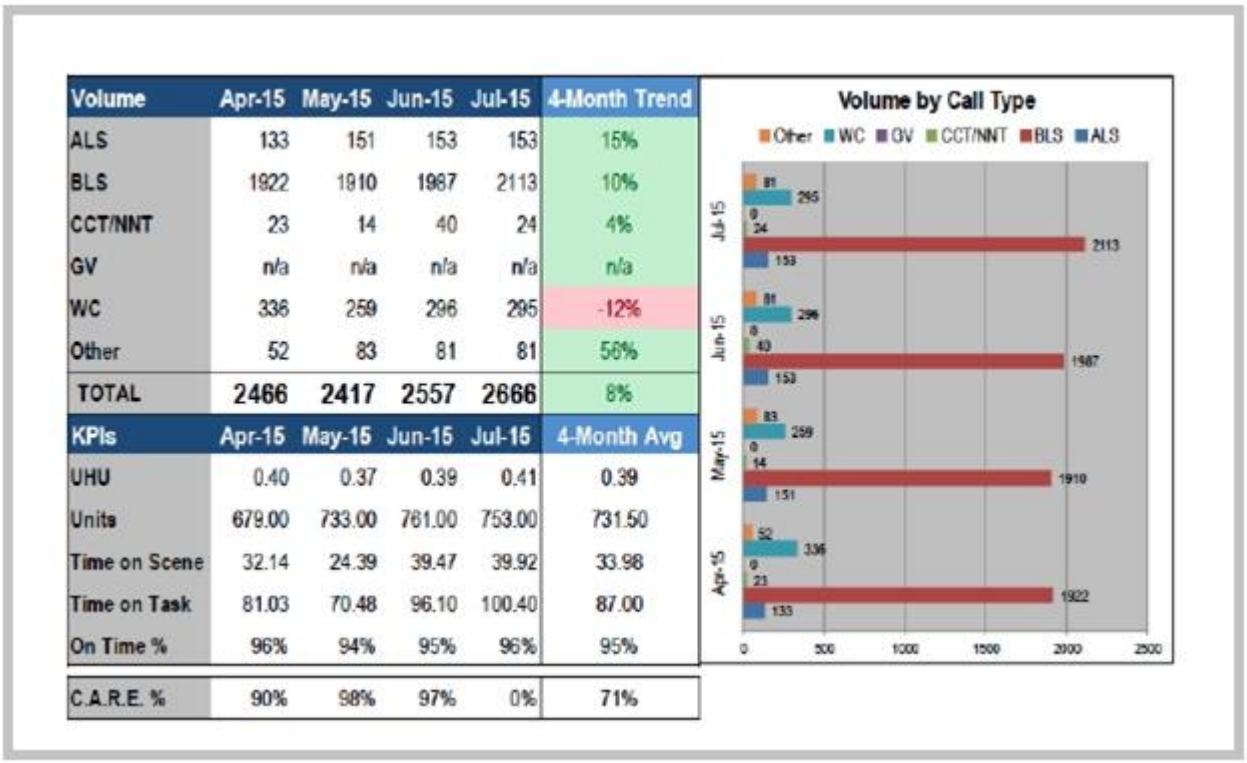
Department	Report	Frequency
Clinical Operations	Narcotic tracking	Weekly
	PCR audits	Weekly
	Cardiac arrest	Monthly
	STEMI transports	Quarterly
Utilization and Resource Management	On-time performance	Weekly, Monthly
	Unit hour utilization	Previous Day, Month to Date, Weekly, Monthly
	Time on task – on-scene time, time at destination	Weekly, Monthly (by region)

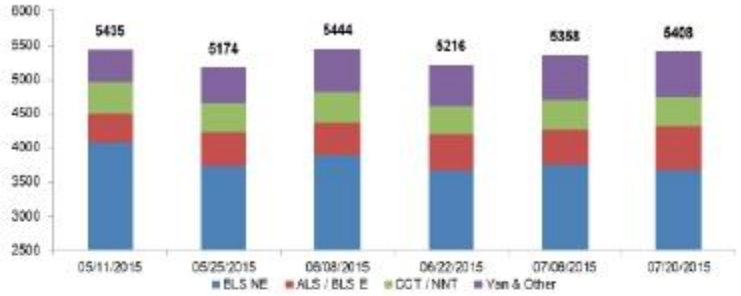
B. Analysis

Data is presented in various forms depending on the report and the audience. Examples of reports from our monthly global leadership meeting presentation are below:



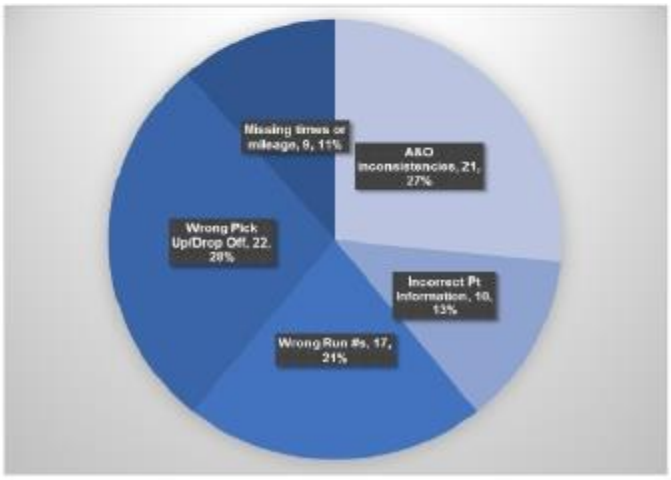
Volume	Apr-15	May-15	Jun-15	Jul-15	4-Month Trend
ALS	133	151	153	153	15%
BLS	1922	1910	1987	2113	10%
CCT/NNT	23	14	40	24	4%
GV	n/a	n/a	n/a	n/a	n/a
WC	336	259	296	295	-12%
Other	52	83	81	81	56%
TOTAL	2466	2417	2557	2666	8%
KPIs	**Apr-15**	**May-15**	**Jun-15**	**Jul-15**	**4-Month Avg**
UHU	0.40	0.37	0.39	0.41	0.39
Units	679.00	733.00	761.00	753.00	731.50
Time on Scene	32.14	24.39	39.47	39.92	33.98
Time on Task	81.03	70.48	96.10	100.40	87.00
On Time %	96%	94%	95%	96%	95%
C.A.R.E. %	90%	98%	97%	0%	71%

Biweekly Volume & Performance



	05/11/2015		05/25/2015		06/08/2015		06/22/2015		07/06/2015		07/20/2015	
	Trips	Mix	Trips	Mix	Trips	Mix	Trips	Mix	Trips	Mix	Trips	Mix
TOTAL	5435		5174		5444		5216		5358		5408	
BLS NE	4069	74.9%	3727	72.0%	3888	71.4%	3669	70.3%	3743	69.9%	3677	68.0%
ALS / BLS E	431	7.9%	505	9.8%	478	8.8%	520	10.0%	527	9.8%	626	11.6%
CCT / NNT	457	8.4%	426	8.2%	445	8.2%	420	8.1%	421	7.9%	437	8.1%
Van & Other	478	8.8%	516	10.0%	633	11.6%	607	11.6%	667	12.4%	668	12.4%
OTP	90.75%		91.74%		90.92%		94.50%		93.74%		93.83%	
A/hb UHU	0.304		0.288		0.285		0.281		0.287		0.284	

PCR Send Back Reasons



QA/CQI Committee

QA/CQI meets quarterly and on an as needed basis to deal with urgent issues. Examples of meetings are as follows:

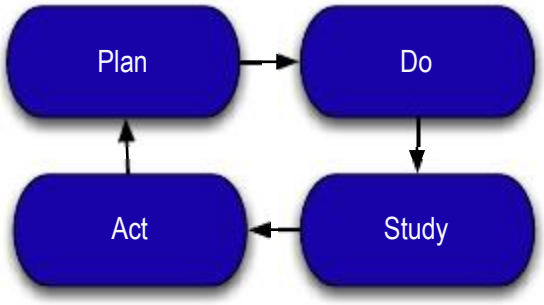
- Weekly clinical and compliance meeting
- Monthly station meetings
- Quarterly global leadership meetings
- Quarterly compliance meeting

IV. Action to Improve

A. Approach to Performance Improvement

At ProTransport-1, we are in a continuous cycle evaluating daily, weekly, monthly and overall to determine if our goals, both strategic and tactical, are met.

We utilize the PDSA model of CQI which is divided into the following four phases:



Plan: Planning is the most rigorous part of the CQI plan. Options are considered and reconsidered before a concrete plan is formed. In order to determine the focus of the project, multiple steps will be taken in this phase.

Determine the focus of the project:

- What is the target of the improvement effort?
- What needs to be improved?
- What is the most problematic or costliest area?
- What are the costs – time, resources, and money?
- What is the data telling us?
- Is there an easier or more cost-effective option?

Establish the team:

- Who will lead?
- Who are the stakeholders both in and out of the organization?
- Who should facilitate the process?

Establish goals:

- Set the goal or target to define the result or purpose
- Establish accountability

Define the current process:

- What are the problems we are trying to solve?
- Are there workarounds in place?
- Flow chart the current process

Examine solutions:

- Avoid doing more of the same thing that isn't working
- Look beyond the obvious – think creatively

Select a change:

- What do we do next?
- What are we trying to accomplish?
- Does the proposed change meet these goals?

Do: This is where implementation takes place. The actions proposed by the plan are put in place and information is collected about the change.

Study: The CQI team will study the results of the change, and analyze data and observations of the changes the "Do" phase implemented.

Act: This phase decides what the next step is. What did we learn? Did the data support our plan or not? From here, we will review the planning phase again implementing change based on the data that was collected and analyzed.

B. Improvement Action Planning and Implementation

QA/CQI Committee: This group is the fabric for making intentional changes to improve quality. Changes implemented by outside agencies will be reviewed and assigned depending on the issue. If necessary, we will seek consult by the agency requiring the change. Specific examples include new driving laws or new local EMS requirements.

This group will also be the first point of contact for improvement action planning and data collection.

Specialty Task Forces: One of the greatest resources in action planning and implementation will be specialty task forces that are created to deal with specific issues that arise. The members of the task force will represent the different functions of the action item being planned and implemented. Task force members will be assigned responsibilities according to their area of expertise and utilized for continuing follow up on plan success.

C. Systems to Communicate Issues Regarding CQI to Stakeholders

Contacts are made from the LEMSAs to the individual stations via the station managers. In ALS areas, the lead paramedics regularly attend EMS meetings to stay abreast of changing information and are the first point of contact regarding any EMS issues. Facilities and customers are contacted on a regular basis through our Business Development Department at the Regional Relationship Manager level as well as the BD-EMT level. For example, our San Francisco operation has regular contact via email or phone at different intervals with the Department of Emergency Management:

- Deputy Director of Division of Emergency Services
- Division of Emergency Services QI Manager
- Emergency Services Agency Hospital Liaison
- Emergency Medical Services Administrator
- Pre-Hospital Coordinator
- Medical Director

D. Planning Process for Change

Identification of issues to change can come from any area. The QA/CQI committee is the oversight body that will analyze and determine what indicators are trending. As an advisory body they will make recommendations for improvement and pass along this information to the affected department. Once issues have been identified in any of the above listed indicators the department head will convene a group to implement the changes that are required.

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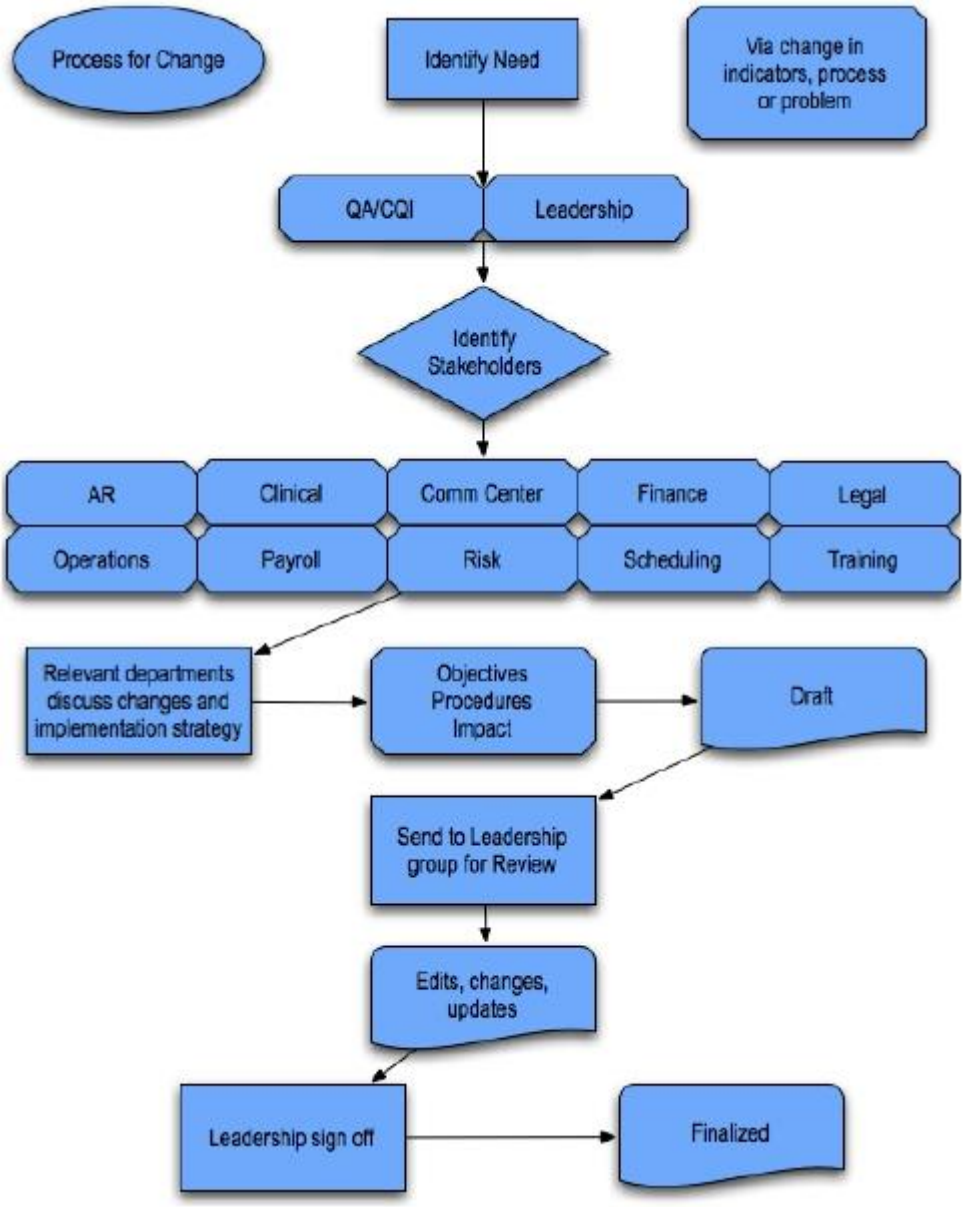
Our change process is outlined here:



V. Selection, Training and Education

A. Program Description

Selection: The selection and screening process for new team members is administered and monitored by the Human Resources Department. It involves recruitment, an application and screening process that seeks to match qualified applicants in a non-discriminatory manner through testing and matching needed skills.

New Team Member Orientation Program: New team members undergo various levels of training in order to prepare them to function competently in the field. The orientation is a 16-hour training that consists of the company overview, basic health and saftey requierments, CA Prop 11 components, emergency vehicle operations, local area/LEMSA requierments, back saftey and lifting, ALS and CCT overview.

Initial Training: Field team members attend the 16-hour introductory class and, after successfully passing, the team member is assigned a Field Training Officer (FTO) for a minimum of 4 shifts or 40 hours. Additional classroom training takes place specific to each county requirement. New hire trainees are evaluated daily using a standard training evaluation and do not work a regular shift until training has been completed. Training consists of all aspects of patient care, including: patient assessment, patient treatments/interventions, lifting, equipment operations (gurney, cardiac monitor, etc.), charting, driving, radio operations, local requirements and reporting.

Structured Probationary Training Program: This is a structured program consisting of training assignments, testing and evaluations that allow the new hire more detailed information regarding the job in order to be successful. Some of the items included in this program are knowledge of company policies, geography, knowledge of facilities, county regulations, injury prevention and protocols. Assignments must be signed off by the team member and an FTO, supervisor or manager once the team member has completed each assignment, taken the online test and is able to demonstrate competency.

Probation Evaluation: Before a field team member can pass from probation (1,040 hours or one year from hire date), they must undergo a probationary period training evaluation. At this time, the team member undergoes a review of documentation, attendance and customer service.

Safety Workshops: Quarterly (or more often as needed) safety workshops are conducted for all team members. This can be a part of assessment, treatment, reporting or any patient care component that needs improvement or refreshing, such as infrequently used skills.

Monthly Focus: The Training Division assigns “Monthly Focus” topics which are assigned companywide. These are topics identified by the Training Department, Quality Improvement Program, Risk Management, Compliance or other aspects of operations needing additional training and/or focus.

Continuing Education Program: The Continuing Education Program is organized, administered and reviewed by the Training Director and Manager. The program may be offered through online, classroom or hands-on training for maintenance and development of skill sets for practitioners. Continuing Education Units (CEUs) will be assigned consistent with state curriculum guidelines.

Certifications: We have contracted with Cascade Health Systems to provide certification training for our existing employees. They will provide both initial and ongoing certifications such as HAZMAT, EVOC, ACLS, PALS, and Bike Medic. They will also provide online and classroom CE opportunities for our employees.

ALS Additional Requirements: The additional requirements for Advanced Life Support operations will vary from region to region. ProTransport-1 requires maintenance of ALS skills consistent with national standards. This includes but is not limited to ACLS, PALS or PEPP, ITLS or PHTLS, and periodic attendance at lesser-used skills courses or other requirements established by the LEMSA.

Performance Improvement Plans (PIP): Performance Improvement Plans may be created for personnel needing remedial training. In coordination, CQI staff or the Training Department will make the determination for creation of a PIP based on the particular team member’s needs. Failure to participate and follow a PIP, or failure to change behaviors, may result in a disciplinary process. If a team member cannot pass a PIP, the failure to pass may result in termination.

Quality Indicators and training:

In addition, evaluation of quality indicators may call for remediation plans or enhanced training. As these issues are identified, Clinical and the Training Department will work in concert to allow opportunities for practitioners to enhance or refine skills. Oversight for directing clinical training and education shall be the responsibility of the Training Manager and the Director of Clinical Operations.

System for Developing and Maintaining Company Policy

Company Policy and Procedure underwent a top to bottom overhaul in 2015-2016. New formatting has been put in place and policy has been separated from procedure and each department head has been tasked with a review of their policies and procedures.

System for Assuring Goals of Training and Education Are Met

Checklists have been created to ensure all team members complete necessary training and education as set forth by the Training Department. Human Resources ensures the receipt of training documents from all team members. Assignment, tracking and notification systems are largely automated online and in the HRIS system.

Integration of Trends and Recognized Training Opportunities Into the Training Program

Any identified opportunity for improvement will be reviewed. In collaboration with Operations, the Training Department will determine what action is needed. If the issue is an individual, it will be handled with a written Performance Improvement Plan (PIP).

Continuing Education Program

It is the responsibility of the Training Department to ensure continuing education is occurring at appropriate regular intervals. In addition, lead paramedics and the CCT Director in conjunction with the Clinical Operations will implement needed curriculum for the ALS and CCT divisions.

Training Program Evaluation and Validation

Evaluation of the Training Department will take place annually. The Training Department and Clinical Operations along with the Leadership group will evaluate the overall training program and its effectiveness. Service goals will be evaluated along with successful completion rates and any related issues reported within the year. The Quality Team and Training Department will develop strategies to ensure goals are met for the following year.

Changes to LEMSA guidelines, new equipment and any other changes will be reviewed and curriculum developed to integrate the changes for field personnel. On a rotating basis, Training, Risk and other department team members will attend conferences, classes and seminars to keep up to date with the newest methods and information.

VI. Annual Update

ProTransport-1 is primarily an inter-facility transport company with a focus on safety, customer service and integrity. Our CQI plan, while not in the traditional manner of an EMS focused agency, is comprehensive and focused on our mission statement, operating values and C.A.R.E.® program.

Our organization will be undergoing changes in the coming years as growth, efficiency, expanded service and technology enable us to bring our future vision to reality. Our overall strategic initiatives will enable us to plan and organize the goals we have set and the metrics we will use to measure our success.

Undoubtedly our CQI plan will change as we refine our initiatives. We will look at all the areas of the company and review our strengths, weaknesses, opportunities and threats. We will determine what our key issues are and what organizational obstacles we have to overcome.

A. Goals Met and Objectives 2022/2023:

During 2022/2023 we have met goals both tactical and strategic:

- Added a CCT Supervisor/Educator
- Added Station Supervisor/Educators
- Added improved competency checks for our CCT division.
- Implemented a new CCT Advanced Airway Management Course with competencies.
- Added additional training coordinator for San Francisco.
- Updated and continue update training material for NHA
- Continued adapted HER system to allow PCR access to requesting facilities, specific to those facilities.
    - This allows for specific designated individuals to log in for access to facility specific PCRs in order to maintain security and HIPAA compliance.
- Continue annual EMT skills training beyond CA EMS skills check, with a focus on HD CPR, Pit Crew CPR and/or AHA CPR as designated by county or region.
- Reversed wasted expired Narcotics.

During 2022/23 we met the expanded goals of:

- Implemented Narc Logic/ Narc Box RFID system in Modesto, Pleasant Hill & Rancho Cordova, Oakland, San Francisco Stations
- Increased New Hire Training with the addition of San Francisco Training Coordinator.
- Transitioned to a new training coordinator for Alameda.
- Opened an additional training larger center in the New Oakland Station

B. 2022/2023 Goals:

- Update ATD Exposure Control Plan
- Update FTO training process
- Addedz monthly focus training for all divisions
- Revamp surge procedures
- Update all training materials
- Increase training available to field staff.
- Increase training department staff by one additional training coordinator/ lead.

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Indicators Monitored	Key Findings/Priority Issues Identified	Improvement Action Plan/Plans for Further Action	Were Goals Met? Is Follow-Up Needed?
AR LOS downgrades	Downgrades increased	LOS reviews increased	Ongoing
ePCR validation	Validation % low	Increase quality of ePCR	Increased validation rules
ePCR training	New, ongoing training	Increase hours of new hire training to incorporate ePCR	Follow-up needed; increase number of training hours
CAD	Increase efficiency	Logis implemented, ongoing adjustment necessary	Complete, some ongoing adjustment
LEMSA reporting	Inefficiency of reporting	ImageTrend increasing reporting abilities for all departments	Ongoing
Cardiac/CPR training tracking	Limited field practice of CPR	Schedule regular training Add hot wash for any CPR events.	Ongoing Regular Training added Q4 2020
EMT Equipment Training for ALS/CCT	New EMTs have limited training on ALS and none on CCT	Training in relevant areas Starting with adding thraining In new hire process	On going
PCR drop-off - ER	Some PCRs not being dropped off to ER	Implement internet access for hospitals	Ongoing
Policy separated from procedure	Overhaul of entire body of work	Departments assigned, master plan completed	Ongoing, complete by beginning Q4 2021
RTQ	Concierge/field ops/AR	Increase RTQ frequency	Ongoing

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Glossary

ACE	Accredited Center of Excellence
ACLS	Advanced Cardiac Life Support
ALS	Advanced Life Support
AMA	Against Medical Advice
Base Hospital	Designated Hospital EMS providers contact regarding patient care
BSC	Balanced Scorecard
BD	Business Development
BLS	Basic Life Support
CAD	Computer Aided Dispatch
CCT	Critical Care Transport
CMS	Centers for Medicare and Medicaid Services
CPR	Cardio Pulmonary Resuscitation
CQI	Continuous Quality Improvement
EMT	Emergency Medical Technician
EMSA	Emergency Medical Services Agency
EMTALA	Emergency Medical Treatment and Labor Act
ePRO	ePRO Net Scheduler Plus
HIPAA	Health Insurance Portability and Accountability Act
ICON	Unicorn Human Resources Information System (HRIS)
ITLS	International Trauma Life Support
LEMSA	Local Emergency Medical Services Agency
LDT	Long Distance Transport
Logis IDS	Logis Intelligent Dispatch Solution
MD	Doctor of Medicine
I/NAEMD	International/National Academies of Emergency Dispatch
NICU	Neonatal Intensive Care Unit
NRP	Neonatal Resuscitation Program
OPIQ	Operative IQ Inventory Management system
OSHA	Occupational Safety and Health Administration
PALS	Pediatric Advanced Life Support
PCR	Patient Care Report
PDSA	Plan, Do, Study, Act
PEPP	Pediatric Education for Pre-Hospital Professionals
PHTLS	Pre-Hospital Trauma Life Support
PICU	Pediatric Intensive Care Unit
PIP	Performance Improvement Plan
QA	Quality Assurance
RAS	Release at Scene
RN	Registered Nurse
RT	Respiratory Therapist
RFT	Reason for Transport
RTQ	Repetitive Transport Questionnaire
SMMM	Strategic Management Maturity Model
TPS	Total Performance Score

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Appendix A
ePCR Validation Rules

Rule ID	Description	Level	ue	Field	Error Message	Status	Date Entered	Date Updated
27	Odometer 3: Destination Odometer	Logical	-1	E2.16 - Patient Destination Odometer Reading of Responding Vehicle	Destination Odometer is invalid	Active	03/10/2005	01/03/2014
30	Demographic 2: E06_01; Patient Last Name	State	-25	E6.1 - Last Name	The patient's Last Name is missing and needs to be entered.	Active	03/11/2005	12/11/2013
32	Call Info: E20_17; Destination Type	State	-5	E20.17 - Type Of Destination	Destination Type is missing and is required for a patient that was transported.	Active	03/14/2005	03/08/2013
37	Times 4.1: E05_06; Unit En Route Date/Time	State	-5	E5.5 - Unit EnRoute Date/Time	The unit en route date/time is missing and needs to be completed.	Active	03/15/2005	03/08/2013
38	Incident Address: E08_11; Incident Address	State	-25	E8.11 - Incident Address	Incident Address is missing and needs to be added for each response.	Active	03/15/2005	12/13/2013
39	Demographic 1: Patient First Name		-25	E6.2 - First Name	First Name is missing	Active	03/15/2005	12/11/2013
40	Patient Address 5: Patient Postal Code		-1	E6.8 - Patient's Home Zip	Patient Postal Code is missing	Active	03/15/2005	03/08/2013
41	Patient Address 1: Patient Address		-10	E6.4 - Patient's Home Address	Patient Address is missing	Active	03/15/2005	12/13/2013
42	Times 5.1: E05_06; Unit Arrived on Scene Date/Time	State	-5	E5.6 - Unit Arrived on Scene Date/Time	The unit arrived on scene date/time is missing and needs to be completed.	Active	03/15/2005	03/08/2013
43	Call Info: Destination Name	State	-1	E20.1 - Destination Transferred To, Name	Destination Name is missing.	Active	03/15/2005	12/20/2013
44	Demographic 6: Patient Telephone Number		-10	E6.17 - Primary or Home Telephone Number	Telephone Number is missing.	Active	03/15/2005	12/13/2013
45	Times: Arrive Destination > Leave Scene	National	-1	E5.10 - Patient Arrived at Destination Date/Time	Arrive date/time Destination is less than Leave Scene date/time.	Active	03/15/2005	03/08/2013
46	Incident Address 5: Incident Postal Code		-1	E8.15 - Incident Zip Code	Incident Postal Code is missing.	Active	03/15/2005	03/08/2013
47	Demographic 5: Patient Social Security Number		-1	E6.10 - SSN	Social Security Number is missing.	Inactive	03/15/2005	03/08/2013
51	Rule #51: Incident Identifier: Call Number or EMS Unit Response Number (E02_03)	State	-25	E2.3 - EMS Unit (Vehicle) Response Number	Rule #51: The Call Number or EMS Unit Response Number is blank or contains a "Not" value. A valid value must be entered.	Inactive	03/15/2005	07/09/2014
52	Incident Address 2: Incident City		-1	E8.12 - Incident City	Incident City is missing.	Active	03/15/2005	03/08/2013
72	Incident Info: Crew Members		-10	E4.1 - Crew Member ID	Minimum of two Crew Members	Active	03/30/2005	12/13/2013
73	Odometer 1: Starting Odometer		-1	E2.16 - Beginning Odometer Reading of Responding Vehicle	Starting Odometer is invalid	Active	05/09/2007	03/08/2013
74	Odometer 2: At Scene Odometer		-1	E2.17 - On-Scene Odometer Reading of Responding Vehicle	At Scene Odometer is invalid	Active	05/09/2007	03/08/2013
75	Odometer 4: Ending Odometer		-25	E2.19 - Ending Odometer Reading of Responding Vehicle	Ending Odometer is invalid	Active	05/09/2007	12/13/2013
76	Rule #76: Incident Identifier: Incident Number (E02_02)	State	-25	E2.2 - Incident Number	Rule #76: The Incident Number is blank or contains a "Not" value. A valid value must be entered.	Active	05/10/2007	11/25/2013
77	Rule #77: Incident Information, Patient Care Report Number (E01_01)	National	-5	E1.1 - Patient Care Report Number	Rule #77: The Patient Care Report Number is blank or contains a "Not" value. A valid value must be entered.	Inactive	05/10/2007	01/07/2014
78	History: E05_01; Onset Date/Time	State	-5	E5.1 - Incident or Onset Date/Time	The Onset Date/Time is missing and needs to be completed.	Active	05/10/2007	03/08/2013
79	Incident Info: Reponding Unit		-1	E2.11 - EMS Unit/Vehicle Number	Reponding Unit is missing	Active	05/10/2007	03/08/2013
80	Incident Info: Response Urgency		-1	E7.33 - Response Urgency	Response Urgency is missing	Active	05/10/2007	03/08/2013
81	Incident Info: Dispatch Reason		-1	E9.1 - Complaint Reported By Dispatch	Dispatch Reason is missing	Active	05/10/2007	03/08/2013
82	Call Info: Destination Determination	State	-1	E20.16 - Reason For Choosing Destination	Destination Determination is missing.	Active	05/10/2007	03/08/2013
83	Rule #83: Call Info: Type of Service Requested (E02_04)	National	-25	E2.4 - Type Of Service Requested	Rule #83: The Type of Service Requested is blank or contains a "Not" value. A valid value must be entered.	Inactive	05/10/2007	06/30/2014
84	Rule #84: To Scene: Primary Role of the Unit (E02_05)	National	-25	E2.5 - Primary Role Of The Unit	Rule #84: The Primary Role of the Unit is blank or contains a "Not" value. A valid value must be entered.	Active	05/10/2007	03/08/2013
85	Rule #85: Call Info: Incident/Patient Disposition or Response Disposition (E20_10)	National	-25	E20.10 - Incident/Patient Disposition	Rule #85: The Incident/Patient Disposition or Response Disposition is blank or contains a "Not" value. A valid value must be entered.	Active	05/10/2007	03/08/2013
86	Rule #86: Call Info: Response Mode to Scene (E02_20)	National	-25	E2.20 - Response Mode To Scene	Rule #86: The Response Mode to Scene is blank or contains a "Not" value. A valid value must be entered.	Active	05/10/2007	03/08/2013
87	Call Info: Response Mode from Scene ALS		-1	E20.14 - Transport Mode From Scene	Response Mode from Scene is missing	Active	05/10/2007	03/08/2013
88	Demographic 3: Patient Gender		-10	E6.11 - Gender	Patient Gender is missing	Inactive	05/10/2007	06/11/2014
89	Demographic 4: Patient DOB		-25	E6.16 - Date Of Birth	Patient DOB is missing	Active	05/10/2007	12/11/2013
90	Incident Info: Location Type		-1	E8.7 - Incident Location Type	Location Type is missing	Active	05/10/2007	03/08/2013
91	History: E09_05; Chief Complaint	State	-25	E9.5 - Chief Complaint	The Chief Complaint is missing and needs to be completed.	Inactive	05/10/2007	07/07/2014
92	History: Primary Symptom		-1	E9.13 - Primary Symptom	Primary Symptom is missing	Inactive	05/10/2007	03/08/2013
93	Narrative: Provider Primary Impression		-1	E9.15 - Providers Primary Impression	Provider Primary Impression is missing	Active	05/10/2007	03/08/2013
94	Times 8.1: E05_10; Patient Arrived at Destination Date/Time	State	-5	E5.10 - Patient Arrived at Destination Date/Time	The patient arrived at destination date/time is missing and needs to be completed.	Active	05/10/2007	03/08/2013
95	Times 5: Arrive Scene < Enroute		-1	E5.6 - Unit Arrived on Scene Date/Time	Arrive Scene less than Enroute date/time	Active	05/10/2007	03/08/2013
96	Times 4: Enroute > Unit Dispatched		-1	E5.5 - Unit EnRoute Date/Time	Enroute less than Unit Dispatched date/time	Active	05/10/2007	03/08/2013
97	Rule #97: Times: Unit Back In Service Date/Time (E05_11)	National	-25	E5.11 - Unit Back in Service Date/Time	Rule #97: The Unit Back in Service date/time is blank and requires a valid value.	Active	05/10/2007	03/08/2013
98	Times 7.1: Leave Scene		-1	E5.9 - Unit Left Scene Date/Time	Leave Scene date/time is missing	Active	05/10/2007	03/08/2013
99	Rule #99: Times: Unit Notified by Dispatch Date/Time (E05_04)	National	-25	E5.4 - Unit Notified by Dispatch Date/Time	Rule #99: The Unit Notified by Dispatch Date/Time is blank and requires a valid value.	Active	05/10/2007	03/08/2013
100	Times 6.1: E05_07; Arrived at Patient Date/Time	State	-5	E5.7 - Arrived at Patient Date/Time	The arrived at patient date/time is missing and needs to be completed.	Active	05/10/2007	03/08/2013

Rule ID	Description	Level	ue	Field	Error Message	Status	Date Entered	Date Updated
101	Times 6: Arrive Patient Side > Arrive Scene		-1	E5.7 - Arrived at Patient Date/Time	Arrive Patient less than Arrive Scene date/time	Active	05/10/2007	03/08/2013
103	Times 9: Back in Service > Arrive Dest.	National	-1	E5.11 - Unit Back in Service Date/Time	In-Service less than Arrive Destination date/time	Active	05/10/2007	03/08/2013
104	Times 2: Dispatch Notified > PSAP		-1	E5.3 - Dispatch Notified Date/Time	Dispatch Notified less than PSAP date/time	Inactive	07/13/2007	03/08/2013
105	Times 3: Unit Dispatched > Dispatch Notified		-1	E5.4 - Unit Notified by Dispatch Date/Time	Unit Disp. less than Dispatch Notified date/time	Active	07/13/2007	03/08/2013
106	Times 7: Leave Scene > Arrived Patient Side		-1	E5.9 - Unit Left Scene Date/Time	Leave Scene less than Arrived Patient date/time	Active	07/13/2007	03/08/2013
107	Times 2.1: Dispatch Notified		-1	E5.3 - Dispatch Notified Date/Time	Dispatch Notified date/time is missing	Inactive	07/13/2007	03/08/2013
108	Incident Address 3: Incident County		-1	E8.13 - Incident County	Incident County is missing	Active	07/13/2007	03/08/2013
109	Incident Address 4: Incident State		-1	E8.14 - Incident State	Incident State is missing	Active	07/13/2007	03/08/2013
110	Patient Address 2: Patient City		-1	E6.5 - Patient's Home City	Patient City is missing	Inactive	07/13/2007	03/08/2013
111	Patient Address 3: Patient County		-1	E6.6 - Patient's Home County	Patient County is missing	Inactive	07/13/2007	03/08/2013
112	Patient Address 4: Patient State		-1	E6.7 - Patient's Home State	Patient State is missing	Active	07/13/2007	12/11/2013
116	Call Info: Response Mode from Scene BLS		-1	E20.14 - Transport Mode From Scene	"Response Mode from Scene is missing"	Active	01/27/2009	03/08/2013
119	Condition: Possible Injury Primary Impression	State	-10	E9.4 - Possible Injury	Possible Injury must be Yes if Provider Primary Impression is injury related.	Active	09/30/2010	03/08/2013
120	Condition: Possible Injury Secondary Impression	State	-10	E9.4 - Possible Injury	Possible Injury must be Yes if Provider Secondary Impression is injury related.	Active	09/30/2010	03/08/2013
121	To Scene: Response Delay	National	-1	E2.7 - Type Of Response Delay	For Type of Response Delay, Not Applicable and another value cannot be selected together.	Active	09/30/2010	03/08/2013
122	To Scene: Dispatch Delay	National	-1	E2.6 - Type Of Dispatch Delay	For Type of Dispatch Delay, Not Applicable and another value cannot be selected together.	Active	09/30/2010	03/08/2013
123	To Scene: Scene Delay	National	-1	E2.8 - Type Of Scene Delay	For Type of Scene Delay, Not Applicable and another value cannot be selected together.	Active	09/30/2010	03/08/2013
124	To Scene: Transport Delay	National	-1	E2.9 - Type Of Transport Delay	For Type of Transport Delay, Not Applicable and another value cannot be selected together.	Active	09/30/2010	03/08/2013
125	To Scene: Turnaround Delay	National	-1	E2.10 - Type Of Turn-Around Delay	For Type of Turnaround Delay, Not Applicable and another value cannot be selected together.	Active	09/30/2010	03/08/2013
126	At Scene: Barriers to Patient Care	National	-1	E12.1 - Barriers To Patient Care	For Barriers to Patient Care, Not Applicable and another value cannot be selected together.	Active	09/31/2010	03/08/2013
127	Activities: Procedures	National	-10	E19.1 - Date/Time Procedure Performed Successfully	Can not have a procedure and s/not applicable procedure entered.	Active	09/31/2010	03/08/2013
128	Times: Back in Service > Unit Notified by Dispatch	National	-1	E5.11 - Unit Back in Service Date/Time	Back In-Service date/time must be Greater than or Equal to Unit Notified by Dispatch	Active	09/31/2010	03/08/2013
129	AT Scene: MCI	National	-1	E8.6 - Mass Casualty Incident	If Mass Casualty is Yes, then the Number of Patients at Scene must be Multiple.	Active	09/03/2010	03/08/2013
130	Times: Arrive Patient Side > Enroute	National	-1	E5.7 - Arrived at Patient Date/Time	Arrive patient must be greater than Enroute time.	Active	09/20/2010	03/08/2013
131	Times: Arrive Patient Side < Unit Notified by Dispatch	National	-1	E5.7 - Arrived at Patient Date/Time	Arrive patient must be greater than Unit Notified by Dispatch time.	Active	09/20/2010	03/08/2013
132	Demographic: Patient Age Units	National	-2	E6.15 - Age Units	If you document a patient age, age units must also be documented.	Active	09/20/2010	03/08/2013
133	Times: Leave scene < Arrive scene	National	-1	E5.9 - Unit Left Scene Date/Time	Arrive scene is less than leave scene. Please correct.	Active	11/04/2010	03/08/2013
134	Possible Injury	State	-5	E9.4 - Possible Injury	If a cause of injury is documented, injury present must be yes.	Active	12/17/2010	03/08/2013
135	Activities: Procedure Crew Member	State	-10	E19.9 - Procedure Crew Members ID	Crew member must be documented on every procedure	Active	03/09/2011	03/08/2013
136	Crew Member Level	State	-1	E4.3 - Crew Member Level	Crew member level is required.	Active	03/09/2011	03/08/2013
137	Patient: Ethnicity	National	-1	E6.13 - Ethnicity	The patient's ethnicity is missing and needs to be documented.	Active	03/09/2011	03/08/2013
138	Patient: Race	National	-1	E6.12 - Race	Patient race must be documented	Active	03/09/2011	03/08/2013
139	At Scene: Number of patients at scene	National	-1	E8.5 - Number Of Patients At Scene	Document number of patients if patient contact is established.	Inactive	03/11/2011	03/08/2013
141	History: Complaint Anatomic Location	National	-1	E9.11 - Chief Complaint Anatomic Location	Must document complaint of anatomic location.	Inactive	03/18/2011	03/08/2013
142	Patient Condition: Organ System of Complaint	National	-1	E9.12 - Chief Complaint Organ System	Must document organ system of complaint.	Inactive	03/24/2011	03/08/2013
144	Rule #144: To Scene: EMS Unit Call Sign (Radio Number) (E02_12)	National	-25	E2.12 - EMS Unit Call Sign (Radio Number)	Rule #144: The EMS Unit Call Sign (Radio Number) is blank or contains a "Not" value. A valid value must be entered.	Active	05/26/2011	12/12/2013
145	Narrative: E13_01: Run Report Narrative	Local	-10	E13.1 - Run Report Narrative	A narrative must be written on each response.	Active	06/16/2011	03/08/2013
1001	PSAP Call Date Before Incident Onset Date (Logical)	Logical	-1	E5.2 - PSAP Call Date/Time	PSAP Call Date is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1002	Dispatch Notified Date Before PSAP Call Date (Logical)	Logical	-1	E5.3 - Dispatch Notified Date/Time	Dispatch Notified Date is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1003	Unit Notified Dispatch Date Missing (Logical)	Logical	-1	E5.4 - Unit Notified by Dispatch Date/Time	Unit Notified Dispatch Date has not been entered.	Active	12/15/2011	03/08/2013
1004	Unit Notified Dispatch Date Before Dispatch Notified Date (Logical)	Logical	-1	E5.4 - Unit Notified by Dispatch Date/Time	Unit Notified Dispatch Date is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1005	Unit Notified Dispatch Date Before PSAP Call Date (Logical)	Logical	-1	E5.4 - Unit Notified by Dispatch Date/Time	Unit Notified Dispatch Date is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1006	Unit Notified Dispatch Date Before Incident Onset Date (Logical)	Logical	-1	E5.4 - Unit Notified by Dispatch Date/Time	Unit Notified Dispatch Date is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1007	Unit En Route Date Before Unit Notified Dispatch Date (Logical)	Logical	-1	E5.5 - Unit EnRoute Date/Time	Unit En Route Date is before Unit Notified Dispatch Date.	Active	12/15/2011	03/08/2013
1008	Unit En Route Date Before Dispatch Notified Date (Logical)	Logical	-1	E5.5 - Unit EnRoute Date/Time	Unit En Route Date is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013

Rule ID	Description	Level	ue	Field	Error Message	Status	Date Entered	Date Updated
1009	Unit En Route Date Before PSAP Call Date (Logical)	Logical	-1	E5.5 - Unit EnRoute Date/Time	Unit En Route Date before PSAP Call Date	Active	12/15/2011	03/08/2013
1010	Unit En Route Date Before Incident Onset Date (Logical)	Logical	-1	E5.5 - Unit EnRoute Date/Time	Unit En Route Date is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1011	Unit Arrived Scene Date Before Unit En Route Date (Logical)	Logical	-1	E5.6 - Unit Arrived on Scene Date/Time	Unit Arrived Scene Date is before Unit En Route Date.	Active	12/15/2011	03/08/2013
1012	Unit Arrived Scene Date Before Unit Notified Dispatch Date (Logical)	Logical	-1	E5.6 - Unit Arrived on Scene Date/Time	Unit Arrived Scene Date is before Unit Notified Dispatch Date	Active	12/15/2011	03/08/2013
1013	Unit Arrived Scene Date Before Dispatch Notified Date (Logical)	Logical	-1	E5.6 - Unit Arrived on Scene Date/Time	Unit Arrived Scene Date is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1014	Unit Arrived Scene Date Before PSAP Call Date (Logical)	Logical	-1	E5.6 - Unit Arrived on Scene Date/Time	Unit Arrived Scene Date is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1015	Unit Arrived Scene Date Before Incident Onset Date (Logical)	Logical	-1	E5.6 - Unit Arrived on Scene Date/Time	Unit Arrived Scene Date is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1016	Arrived Patient Date Before Unit Arrived Scene Date (Logical)	Logical	-1	E5.7 - Arrived at Patient Date/Time	Arrived Patient Date is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1017	Arrived Patient Date Before Unit En Route Date (Logical)	Logical	-1	E5.7 - Arrived at Patient Date/Time	Arrived Patient Date Before Unit En Route Date	Active	12/15/2011	03/08/2013
1018	Arrived Patient Date Before Unit Notified Dispatch Date (Logical)	Logical	-1	E5.7 - Arrived at Patient Date/Time	Arrived Patient Date is before Unit Notified Dispatch Date	Active	12/15/2011	03/08/2013
1019	Arrived Patient Date Before Dispatch Notified Date (Logical)	Logical	-1	E5.7 - Arrived at Patient Date/Time	Arrived Patient Date is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1020	Arrived Patient Date Before PSAP Call Date (Logical)	Logical	-1	E5.7 - Arrived at Patient Date/Time	Arrived Patient Date is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1021	Arrived Patient Date Before Incident Onset Date (Logical)	Logical	-1	E5.7 - Arrived at Patient Date/Time	Arrived Patient Date is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1022	Transfer Patient Care Date Before Arrived Patient Date (Logical)	Logical	-1	E5.8 - Transfer of Patient Care Date/Time	Transfer Patient Care Date is before Arrived Patient Date.	Active	12/15/2011	03/08/2013
1023	Transfer Patient Care Date Before Unit Arrived Scene Date (Logical)	Logical	-1	E5.8 - Transfer of Patient Care Date/Time	Transfer Patient Care Date is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1024	Transfer Patient Care Date Before Unit En Route Date (Logical)	Logical	-1	E5.8 - Transfer of Patient Care Date/Time	Transfer Patient Care Date is before Unit En Route Date.	Active	12/15/2011	03/08/2013
1025	Transfer Patient Care Date Before Unit Notified Dispatch Date (Logical)	Logical	-1	E5.8 - Transfer of Patient Care Date/Time	Transfer Patient Care Date is before Unit Notified Dispatch Date	Active	12/15/2011	03/08/2013
1026	Transfer Patient Care Date Before Dispatch Notified Date (Logical)	Logical	-1	E5.8 - Transfer of Patient Care Date/Time	Transfer Patient Care Date Before Dispatch Notified Date	Active	12/15/2011	03/08/2013
1027	Transfer Patient Care Date Before PSAP Call Date (Logical)	Logical	-1	E5.8 - Transfer of Patient Care Date/Time	Transfer Patient Care Date is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1028	Transfer Patient Care Date Before Incident Onset Date (Logical)	Logical	-1	E5.8 - Transfer of Patient Care Date/Time	Transfer Patient Care Date is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1029	Unit Left Scene Date Before Arrived Patient Date (Logical)	Logical	-1	E5.9 - Unit Left Scene Date/Time	Unit Left Scene Date is before Arrived Patient Date.	Active	12/15/2011	03/08/2013
1030	Unit Left Scene Date Before Unit Arrived Scene Date (Logical)	Logical	-1	E5.9 - Unit Left Scene Date/Time	Unit Left Scene Date is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1031	Unit Left Scene Date Before Unit En Route Date (Logical)	Logical	-1	E5.9 - Unit Left Scene Date/Time	Unit Left Scene Date is before Unit En Route Date.	Active	12/15/2011	03/08/2013
1032	Unit Left Scene Date Before Unit Notified Dispatch Date (Logical)	Logical	-1	E5.9 - Unit Left Scene Date/Time	Unit Left Scene Date is before Unit Notified Dispatch Date	Active	12/15/2011	03/08/2013
1033	Unit Left Scene Date Before Dispatch Notified Date (Logical)	Logical	-1	E5.9 - Unit Left Scene Date/Time	Unit Left Scene Date is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1034	Unit Left Scene Date Before PSAP Call Date (Logical)	Logical	-1	E5.9 - Unit Left Scene Date/Time	Unit Left Scene Date is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1035	Unit Left Scene Date Before Incident Onset Date (Logical)	Logical	-1	E5.9 - Unit Left Scene Date/Time	Unit Left Scene Date is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1036	Patient Arrived Dest Date Before Unit Left Scene Date (Logical)	Logical	-1	E5.10 - Patient Arrived at Destination Date/Time	Patient Arrived Dest Date is before Unit Left Scene Date.	Active	12/15/2011	03/08/2013
1037	Patient Arrived Dest Date Before Arrived Patient Date (Logical)	Logical	-1	E5.10 - Patient Arrived at Destination Date/Time	Patient Arrived Dest Date is before Arrived Patient Date.	Active	12/15/2011	03/08/2013
1038	Patient Arrived Dest Date Before Unit Arrived Scene Date (Logical)	Logical	-1	E5.10 - Patient Arrived at Destination Date/Time	Patient Arrived Dest Date is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1039	Patient Arrived Dest Date Before Unit En Route Date (Logical)	Logical	-1	E5.10 - Patient Arrived at Destination Date/Time	Patient Arrived Dest Date is before Unit En Route Date.	Active	12/15/2011	03/08/2013
1040	Patient Arrived Dest Date Before Unit Notified Dispatch Date (Logical)	Logical	-1	E5.10 - Patient Arrived at Destination Date/Time	Patient Arrived Dest Date is before Unit Notified Dispatch Date	Active	12/15/2011	03/08/2013
1041	Patient Arrived Dest Date Before Dispatch Notified Date (Logical)	Logical	-1	E5.10 - Patient Arrived at Destination Date/Time	Patient Arrived Dest Date is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1042	Patient Arrived Dest Date Before PSAP Call Date (Logical)	Logical	-1	E5.10 - Patient Arrived at Destination Date/Time	Patient Arrived Dest Date is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1043	Patient Arrived Dest Date Before Incident Onset Date (Logical)	Logical	-1	E5.10 - Patient Arrived at Destination Date/Time	Patient Arrived Dest Date is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1044	Unit Back Service Date Missing (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date has not been entered.	Active	12/15/2011	03/08/2013
1045	Unit Back Service Date Before Unit Cancelled Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before Unit Cancelled Date.	Active	12/15/2011	03/08/2013
1046	Unit Back Service Date Before Patient Arrived Dest Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before Patient Arrived Dest Date.	Active	12/15/2011	03/08/2013
1047	Unit Back Service Date Before Transfer Patient Care Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before Transfer Patient Care Date.	Active	12/15/2011	03/08/2013
1048	Unit Back Service Date Before Unit Left Scene Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before Unit Left Scene Date.	Active	12/15/2011	03/08/2013
1049	Unit Back Service Date Before Arrived Patient Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before Arrived Patient Date.	Active	12/15/2011	03/08/2013
1050	Unit Back Service Date Before Unit Arrived Scene Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1051	Unit Back Service Date Before Unit En Route Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before Unit En Route Date.	Active	12/15/2011	03/08/2013
1052	Unit Back Service Date Before Unit Notified Dispatch Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before Unit Notified Dispatch Date	Active	12/15/2011	03/08/2013

Rule ID	Description	Level	ue	Field	Error Message	Status	Date Entered	Date Updated
1053	Unit Back Service Date Before Dispatch Notified Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1054	Unit Back Service Date Before PSAP Call Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1055	Unit Back Service Date Before Incident Onset Date (Logical)	Logical	-1	E5.11 - Unit Back in Service Date/Time	Unit Back Service Date is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1056	Unit Cancelled Date Before Patient Arrived Dest Date (Logical)	Logical	-1	E5.12 - Unit Cancelled Date/Time	Unit Cancelled Date is before Patient Arrived Dest Date.	Active	12/15/2011	03/08/2013
1057	Unit Cancelled Date Before Transfer Patient Care Date (Logical)	Logical	-1	E5.12 - Unit Cancelled Date/Time	Unit Cancelled Date is before Transfer Patient Care Date.	Active	12/15/2011	03/08/2013
1058	Unit Cancelled Date Before Unit Left Scene Date (Logical)	Logical	-1	E5.12 - Unit Cancelled Date/Time	Unit Cancelled Date is before Unit Left Scene Date.	Active	12/15/2011	03/08/2013
1059	Unit Cancelled Date Before Arrived Patient Date (Logical)	Logical	-1	E5.12 - Unit Cancelled Date/Time	Unit Cancelled Date is before Arrived Patient Date.	Active	12/15/2011	03/08/2013
1060	Unit Cancelled Date Before Unit Arrived Scene Date (Logical)	Logical	-1	E5.12 - Unit Cancelled Date/Time	Unit Cancelled Date is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1061	Unit Cancelled Date Before Unit En Route Date (Logical)	Logical	-1	E5.12 - Unit Cancelled Date/Time	Unit Cancelled Date is before Unit En Route Date.	Active	12/15/2011	03/08/2013
1062	Unit Cancelled Date Before Unit Notified Dispatch Date (Logical)	Logical	-1	E5.12 - Unit Cancelled Date/Time	Unit Cancelled Date is before Unit Notified Dispatch Date.	Active	12/15/2011	03/08/2013
1063	Unit Cancelled Date Before Dispatch Notified Date (Logical)	Logical	-1	E5.12 - Unit Cancelled Date/Time	Unit Cancelled Date is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1064	Unit Cancelled Date Before PSAP Call Date (Logical)	Logical	-1	E5.12 - Unit Cancelled Date/Time	Unit Cancelled Date is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1065	Unit Back Home Loc Date Before Unit Cancelled Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before Unit Cancelled Date.	Active	12/15/2011	03/08/2013
1066	Unit Back Home Loc Date Before Patient Arrived Dest Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before Patient Arrived Dest Date.	Active	12/15/2011	03/08/2013
1067	Unit Back Home Loc Date Before Transfer Patient Care Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before Transfer Patient Care Date.	Active	12/15/2011	03/08/2013
1068	Unit Back Home Loc Date Before Unit Left Scene Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before Unit Left Scene Date.	Active	12/15/2011	03/08/2013
1069	Unit Back Home Loc Date Before Arrived Patient Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before Arrived Patient Date.	Active	12/15/2011	03/08/2013
1070	Unit Back Home Loc Date Before Unit Arrived Scene Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1071	Unit Back Home Loc Date Before Unit En Route Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before Unit En Route Date.	Active	12/15/2011	03/08/2013
1072	Unit Back Home Loc Date Before Unit Notified Dispatch Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before Unit Notified Dispatch Date.	Active	12/15/2011	03/08/2013
1073	Unit Back Home Loc Date Before Dispatch Notified Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1074	Unit Back Home Loc Date Before PSAP Call Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1075	Unit Back Home Loc Date Before Incident Onset Date (Logical)	Logical	-1	E5.13 - Unit Back at Home Location Date/Time	Unit Back Home Loc Date is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1076	Time Initial Resp Scene Before Incident Onset Date (Logical)	Logical	-1	E8.4 - Date/Time Initial Responder Arrived on Scene	Time Initial Resp Scene is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1077	Time Initial Resp Scene After Unit Back Service Date (Logical)	Logical	-1	E8.4 - Date/Time Initial Responder Arrived on Scene	Time Initial Resp Scene is after Unit Back Service Date.	Active	12/15/2011	03/08/2013
1078	Date Vital Signs Taken Before Arrived Patient Date (Logical)	Logical	-1	E14.1 - Date/Time Vital Signs Taken	Date Vital Signs Taken is before Arrived Patient Date.	Active	12/15/2011	03/08/2013
1079	Date Vital Signs Taken Before Unit Arrived Scene Date (Logical)	Logical	-1	E14.1 - Date/Time Vital Signs Taken	Date Vital Signs Taken is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1080	Date Vital Signs Taken Before Unit En Route Date (Logical)	Logical	-1	E14.1 - Date/Time Vital Signs Taken	Date Vital Signs Taken is before Unit En Route Date.	Active	12/15/2011	03/08/2013
1081	Date Vital Signs Taken Before Unit Notified Dispatch Date (Logical)	Logical	-1	E14.1 - Date/Time Vital Signs Taken	Date Vital Signs Taken is before Unit Notified Dispatch Date.	Active	12/15/2011	03/08/2013
1082	Date Vital Signs Taken Before Dispatch Notified Date (Logical)	Logical	-1	E14.1 - Date/Time Vital Signs Taken	Date Vital Signs Taken is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1083	Date Vital Signs Taken Before PSAP Call Date (Logical)	Logical	-1	E14.1 - Date/Time Vital Signs Taken	Date Vital Signs Taken is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1084	Date Vital Signs Taken Before Incident Onset Date (Logical)	Logical	-1	E14.1 - Date/Time Vital Signs Taken	Date Vital Signs Taken is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1085	Date Vital Signs Taken After Unit Back Service Date (Logical)	Logical	-1	E14.1 - Date/Time Vital Signs Taken	Date Vital Signs Taken is after Unit Back Service Date.	Active	12/15/2011	03/08/2013
1086	Assess Date Time Before Arrived Patient Date (Logical)	Logical	-1	E16.3 - Date/Time of Assessment	Assess Date Time is before Arrived Patient Date.	Active	12/15/2011	03/08/2013
1087	Assess Date Time Before Unit Arrived Scene Date (Logical)	Logical	-1	E16.3 - Date/Time of Assessment	Assess Date Time is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1088	Assess Date Time Before Unit En Route Date (Logical)	Logical	-1	E16.3 - Date/Time of Assessment	Assess Date Time is before Unit En Route Date.	Active	12/15/2011	03/08/2013
1089	Assess Date Time Before Unit Notified Dispatch Date (Logical)	Logical	-1	E16.3 - Date/Time of Assessment	Assess Date Time is before Unit Notified Dispatch Date.	Active	12/15/2011	03/08/2013
1090	Assess Date Time Before Dispatch Notified Date (Logical)	Logical	-1	E16.3 - Date/Time of Assessment	Assess Date Time is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1091	Assess Date Time Before PSAP Call Date (Logical)	Logical	-1	E16.3 - Date/Time of Assessment	Assess Date Time is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1092	Assess Date Time Before Incident Onset Date (Logical)	Logical	-1	E16.3 - Date/Time of Assessment	Assess Date Time is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1093	Assess Date Time After Unit Back Service Date (Logical)	Logical	-1	E16.3 - Date/Time of Assessment	Assess Date Time is after Unit Back Service Date.	Active	12/15/2011	03/08/2013
1094	Date Medic Admin Before Arrived Patient Date (Logical)	Logical	-1	E18.1 - Date/Time Medication Administered	Date Medic Admin is before Arrived Patient Date.	Active	12/15/2011	03/08/2013
1095	Date Medic Admin Before Unit Arrived Scene Date (Logical)	Logical	-1	E18.1 - Date/Time Medication Administered	Date Medic Admin is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1096	Date Medic Admin Before Unit En Route Date (Logical)	Logical	-1	E18.1 - Date/Time Medication Administered	Date Medic Admin is before Unit En Route Date.	Active	12/15/2011	03/08/2013

Rule ID	Description	Level	ue	Field	Error Message	Status	Date Entered	Date Updated
1097	Date Medic Admin Before Unit Notified Dispatch Date (Logical)	Logical	-1	E18.1 - Date/Time Medication Administered	Date Medic Admin is before Unit Notified Dispatch Date.	Active	12/15/2011	03/08/2013
1098	Date Medic Admin Before Dispatch Notified Date (Logical)	Logical	-1	E18.1 - Date/Time Medication Administered	Date Medic Admin is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1099	Date Medic Admin Before PSAP Call Date (Logical)	Logical	-1	E18.1 - Date/Time Medication Administered	Date Medic Admin is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1100	Date Medic Admin Before Incident Onset Date (Logical)	Logical	-1	E18.1 - Date/Time Medication Administered	Date Medic Admin is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1101	Date Medic Admin After Unit Back Service Date (Logical)	Logical	-1	E18.1 - Date/Time Medication Administered	Date Medic Admin is after Unit Back Service Date.	Active	12/15/2011	03/08/2013
1102	Date Proc Performed Before Arrived Patient Date (Logical)	Logical	-1	E19.1 - Date/Time Procedure Performed Successfully	Date Proc. Performed is before Arrived Patient Date.	Active	12/15/2011	03/08/2013
1103	Date Proc Performed Before Unit Arrived Scene Date (Logical)	Logical	-1	E19.1 - Date/Time Procedure Performed Successfully	Date Proc. Performed is before Unit Arrived Scene Date.	Active	12/15/2011	03/08/2013
1104	Date Proc Performed Before Unit En Route Date (Logical)	Logical	-1	E19.1 - Date/Time Procedure Performed Successfully	Date Proc. Performed is before Unit En Route Date.	Active	12/15/2011	03/08/2013
1105	Date Proc Performed Before Unit Notified Dispatch Date (Logical)	Logical	-1	E19.1 - Date/Time Procedure Performed Successfully	Date Proc. Performed is before Unit Notified Dispatch Date.	Active	12/15/2011	03/08/2013
1106	Date Proc Performed Before Dispatch Notified Date (Logical)	Logical	-1	E19.1 - Date/Time Procedure Performed Successfully	Date Proc. Performed is before Dispatch Notified Date.	Active	12/15/2011	03/08/2013
1107	Date Proc Performed Before PSAP Call Date (Logical)	Logical	-1	E19.1 - Date/Time Procedure Performed Successfully	Date Proc. Performed is before PSAP Call Date.	Active	12/15/2011	03/08/2013
1108	Date Proc Performed Before Incident Onset Date (Logical)	Logical	-1	E19.1 - Date/Time Procedure Performed Successfully	Date Proc. Performed is before Incident Onset Date.	Active	12/15/2011	03/08/2013
1109	Date Proc Performed After Unit Back Service Date (Logical)	Logical	-1	E19.1 - Date/Time Procedure Performed Successfully	Date Proc. Performed is after Unit Back Service Date.	Active	12/15/2011	03/08/2013
1110	Response Urgency Check	State	-10	E7.33 - Response Urgency	Response Urgency is required.	Active	01/27/2012	03/08/2013
1111	Insurance - Insurance Number	Logical	-1	E7.10 - Insurance Policy ID Number	Insurance must have an insurance number.	Inactive	11/25/2013	12/19/2013
1112	Medicare Number		-1	E7.10 - Insurance Policy ID Number	Medicare Number....	Inactive	11/25/2013	12/17/2013
1113	Primary Insurance	Logical	-15	E7.3 - Insurance Company ID/Name	Must have at least one payor to complete PCR	Inactive	12/09/2013	12/19/2013
1114	GCS		-25	E14.19 - Total Glasgow Coma Score	Must have at least one GCS Assessment	Active	12/13/2013	02/26/2015
1115	Advanced Directives	Logical	-10	14 - DNR	All advanced directive fields must have a yes or no designation	Inactive	12/18/2013	12/19/2013
1116	Destination Address	Logical	-25	E20.1 - Destination Transferred To, Name	Destination address is missing.	Active	12/20/2013	12/20/2013
1117	Signature	Local	-25	IT4.1 - Signature	Crew member signature is missing	Inactive	05/06/2014	07/11/2014
1118	Medical Necessity Signature	Local	-25	IT4.1 - Signature	If a Doctor signs they must print their name and provide their Medical License Number	Active	06/03/2014	06/09/2014
1119	Gender Master		-25	E6.11 - Gender	Patient Gender must be selected	Active	06/11/2014	06/19/2014
1132	Patient Moved To Ambulance		-10	E20.11 - How Patient Was Moved to Ambulance	Must select an option from the drop down	Active	06/19/2014	06/19/2014
1133	Patients Position In Transport		-10	E20.12 - Position Of Patient During Transport	Must select an option from the drop down	Active	06/19/2014	06/19/2014
1134	Patient Moved From Ambulance		-10	E20.13 - How Patient Was Transported From Ambulance	Must Select An Option From The Drop Down	Active	06/19/2014	06/19/2014
1135	Patient Found Location		-10	46 - Patient Found: Location	Must Select an Option from the Drop Down	Active	06/19/2014	06/19/2014
1136	Patient Found Postion		-10	47 - Patient Found: Position	Must Select an Option from the Drop Down	Active	06/19/2014	06/19/2014
1137	Transferred to Gurney		-10	48 - Transferred to Gurney	Must Select an Option from the Drop Down	Active	06/19/2014	06/19/2014
1138	Transferred from Gurney		-10	51 - Transferred From Gurney	Must Select an Option from the Drop Down	Active	06/19/2014	06/19/2014
1139	Patient Location Destination		-10	49 - Patient Location: Destination	Must Select an Option from the Drop Down	Active	06/19/2014	06/19/2014
1140	Patients Position Destination		-10	50 - Patient Position: Destination	Must Select an Option from the Drop Down	Active	06/19/2014	06/19/2014
1141	Medication		-1	E12.14 - Current Medications	If medication is given you must add the medication tracking # in the comment field from the power tool	Active	08/24/2014	03/20/2015
1143	Master Chief Complaint		-25	E9.5 - Chief Complaint	Chief Complaint can't be left blank	Active	07/07/2014	07/07/2014
1146	Crew Signature		-25	IT4.1 - Signature	You must sign the Signature Box	Active	07/11/2014	08/08/2014
1147	Pick Up Location		-25	E8.11 - Incident Address	Pick Up Location can't be blank	Active	07/16/2014	07/16/2014
1150	ALS EKG required	Local	-5	IT2.1 - EKG Interpretation	If this is an ALS transport an EKG is required	Active	09/27/2014	09/27/2014
1152	Transferred to Gurney Explanation	Local	-1	76 - Transferred to Gurney Explanation	Transferred to Gurney Explanation is required	Active	10/09/2014	10/09/2014
1153	Transferred from Gurney Explanation	Local	-1	77 - Transferred From Gurney Explanation	Transferred from Gurney Explanation is required	Active	10/09/2014	10/09/2014
1156	Hospital Receiving Agent		-25	IT4.1 - Signature	You must get the signature of the receiving agent	Active	10/16/2014	10/16/2014
1157	Insurance Info needed	Local	-1	E7.10 - Insurance Policy ID Number	Insurance info is required if the disposition is BLS	Active	11/17/2014	02/23/2015
1159	Destination address		-25	E20.3 - Destination Street Address	Destination Address is missing and needs to be added for each response.	Active	12/30/2014	03/16/2015
1160	Vital Signs		-25	E14.1 - Date/Time Vital Signs Taken	You must have two sets of vital signs per transport	Active	12/31/2014	02/26/2015
1162	Narrative Requirement	Local	-25	E13.1 - Run Report Narrative	Your Narrative must contain a minimum of 300 characters	Active	01/07/2015	02/26/2015
1163	Authorized Representative Signature		-25	IT4.2 - Signature Type	You must allocate the legal relationship of the Authorize Representative ie... Patients Legal Guardian etc.	Active	01/08/2015	03/13/2015
1164	Why is the patient unable to ride in a car		-25	78 - Why is the patient unable to ride in a car?	You must document why patient was unable to ride by car in the text box	Active	01/13/2015	01/13/2015
1165	Pick up facility		-25	E8.6 - Incident Facility Code	Pick up facility can't be blank	Active	01/15/2015	01/15/2015
1166	Responding Unit		0	E2.12 - EMS Unit Call Sign (Radio Number)	You must pick your rig # from the drop down list	Active	01/15/2015	01/15/2015
1167	Past Medical History		-1	E12.10 - Medical/Surgical History	You must provide a minimum of 1 item from the drop down.	Active	01/15/2015	01/16/2015
1168	Patient Medication		-1	E12.14 - Current Medications	You must provide a minimum of 1 medication	Active	01/15/2015	01/16/2015

Rule ID	Description	Level	ue	Field	Error Message	Status	Date Entered	Date Updated
1169	Skin Medical Assessment		-1	E16.4 - Skin Assessment	You must have 1 Medical Assessment for Skin	Active	01/16/2015	01/16/2015
1170	NeuroMedical Assessment		-1	E16.2d - Neurological Assessment	you must have 1 Neuro Medical Assessment	Active	01/16/2015	01/16/2015
1171	Mental Medical Assessment		-1	E16.23 - Mental Status Assessment	You must have 1 Mental Medical Assessment	Active	01/16/2015	01/16/2015
1172	Patient Medication Allergies		-25	E12.8 - Medication Allergies	Must document patients allergies if patient has no known allergies type in NotApplicable in the name field to clear the validation	Active	01/16/2015	01/16/2015
1174	Initial oxygen use		-25	37 - Initial Oxygen Use	You must pick Yes or No	Active	01/16/2015	01/16/2015
1175	Required Treatment Oxygen		-10	16 - RT Oxygen	You must pick Yes or No	Active	01/16/2015	03/19/2015
1176	Required Treatment Suctioning		-10	17 - RT Suctioning	You must pick Yes or No	Active	01/16/2015	01/16/2015
1177	Required Treatment Positioning		-10	18 - RT Positioning	You must pick Yes or No	Active	01/16/2015	01/16/2015
1178	Required Treatment Pain Control		-10	19 - RT Pain Control	You must pick Yes or No	Active	01/16/2015	01/16/2015
1179	Required Treatment Restaints		-10	20 - RT Restaints	You must pick Yes or No	Active	01/16/2015	01/16/2015
1180	Required Treatment Wound Treatment / Precaution		-10	21 - RT Wound Treatment / Precaution	You must pick Yes or No	Active	01/16/2015	01/16/2015
1181	Response Mode		-25	E2.20 - Response Mode To Scene	Please make sure that you picked the appropriate response mode to scene for this call.	Active	01/30/2015	01/30/2015
1182	Transport Mode From Scene		-5	E20.14 - Transport Mode From Scene	You must select an option from the drop down menu	Active	01/30/2015	01/30/2015
1187	Destination address		-25	E20.1 - Destination Transferred To, Name	Destination Address is missing and needs to be added for each response.	Active	03/16/2015	03/16/2015
1189	Purpose For Transport		-25	113 - Purpose For Transport	You must pick a Purpose For Transport reason from the drop down window.	Active	05/07/2015	05/19/2015

Royal Ambulance
Continuous Quality Improvement Plan

For Calendar Year 2022:

Royal Ambulance transitioned to the Traumasoft Application for all of our CAD, Billing and ePCR functions.

Conducted reviews of all BLS calls:

- Resulting in a diversion
- Resulting in a code-3 response
- Resulting in an ALS Upgrade
- Resulting from a First On Scene
- Incident Review Boards for all accidents, injuries, and unusual occurrences

As a result, BLS New Hire Training was modified, and monthly deployments (huddles) were conducted with training bulletins, etc.

Conducted reviews of all CCT calls:

- Involving a code 3 transport
- Where medication was given from the Royal Ambulance Formulary
- All Pediatric Transports
- All MCS Transports
- All Obstetric Transports

As a result:

- Traumasoft ePCR was modified to include additional “required” fields
- Order Sets were modified/created for:
    - Burn Patients
    - MCS Patients
    - Neurotrauma/stroke patients
- Quarterly training was conducted that emphasized:
    - ECMO Transports
    - IABP Transports
    - Impella Transports
    - Ventilator Refresher including high flow and bubble CPAP/BiPAP for Pediatric Populations

This plan was updated to integrate our new Traumasoft Platform into our CQI Process.

Royal Ambulance
Continuous Quality Improvement Plan

Goals for 2023/2024:

- Utilize software (First Pass) to do chart review of all electronic patient care charts.
- Utilize software to conduct chart audits (100%) for KPI's involving CVA, STEMI, medication administration charting, ensure compliance with vital sign and intervention.
- Identify and utilize features imbedded in our new Traumasoft CAD/ePCR Software to automate many of these processes.

BLS:

- Increase the number of ePCR charts audited by 50%: Goal of 200 charts reviewed.
- Continue to review 100% of: Diversion from intended receiving facility, ALS upgrades ("911"), "code 3" responses, and first on scene.
- Improve "code 2" response times so that we arrive at the sending facility within 30 minutes at least 75% of the time.
- Incorporate issues discovered during CQI and IRB into the new hire academies and field training.

CCT:

- Continue to review all records of controlled substance administration and all medication administrations from standing order sets.
- Improve the quality of CCT charting and patient care by auditing all cases where pediatric patients and pregnant patients are transported.
- Implement recommendations from comprehensive CCT CQI reports.
- Increase our annual CCT Training to 32 hours per RN
- Increase our New Hire RN Onboarding to a minimum of 80 hours
- Audit all Mechanical Support Services transports (ECMO, IABP, Impella).
- Audit all Trauma or Code 3 transports and:
    - Bruns
    - Neurotrauma
    - Aortic Dissection
    - Stroke/Stemi

Royal Ambulance
Continuous Quality Improvement Plan

Purpose

The goal of Royal Ambulance's Continuous Quality Improvement (CQI) Plan is to establish a systematic process for evaluating and improving the quality of patient care within the pre-hospital and inter-facility transport environment.

CQI is a process that invites all levels of healthcare providers to collaborate together to develop and enhance the system in which they work. Based on a shared commitment to excellence, CQI reveals the potential areas for improvement of the system, can identify training opportunities, and can highlight outstanding clinical performance. CQI can also identify compliance with treatment protocols, adherence to operational guidelines, and can provide an evaluation of specific illnesses or injuries along with associated treatment modalities. The goal of this systematic process for review, analyzation and improvement contributes to our continued pursuit of fulfilling our mission.

Introduction

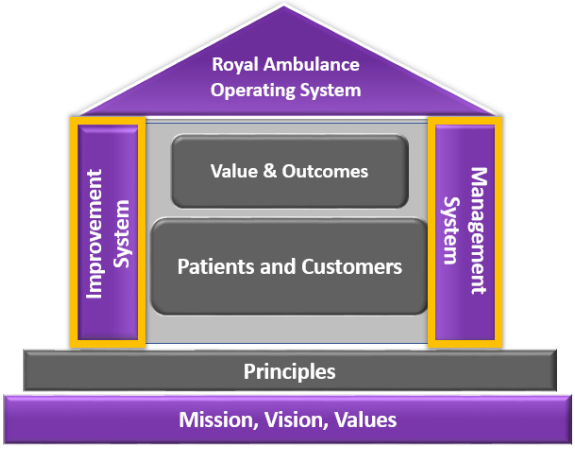
Our mission at Royal Ambulance is to "Positively impact the patient's journey, make our customer's jobs easier, and develop healthcare leaders." Coupled with our values to be driven, empathetic, engaging and adaptable, Royal Ambulance strives to connect patients and providers in the healthcare continuum through transportation, technology and seamless experiences.

To achieve this mission, Royal Ambulance participates in an ongoing and systematic quality assurance and quality improvement program utilizing Lean Thinking and Lean Management Systems. Lean is a philosophy that shortens the time between the customer desire for product or service and delivery of that product or service, by eliminating waste. Program efforts will focus on direct patient care delivery and support processes that promote optimal patient outcomes and efficient financial accountability. Recognizing that we are part of a healthcare system, we strive to collaborate with our partners to develop and implement innovative, quality patient care. The CQI program, reinforced through the Lean philosophy, demonstrates our commitment to ensuring patient and provider safety, delivering optimal care and achieving high patient and customer satisfaction.

The Royal Ambulance Operating System has two pillars:

1. The Improvement System and
2. The Management System

The Improvement System is made up of all the process improvement concepts, methods and tools. The Management System creates the environment to best support improvement activities.



Royal Ambulance
Continuous Quality Improvement Plan

Structure

The CQI Team at Royal Ambulance is under the direction of the Clinical Operations Manager with medical oversight provided by our Medical Director. The CQI Team includes, but is not limited to:

- Royal Ambulance Chief Operating Officer
- Royal Ambulance Medical Director
- Clinical Operations Manager
- Clinical Operations Coordinator
- County Managers
- County Supervisors
- Lead Field Training Officer
- Lead CCT EMTs
- Information Technology Specialist

Additionally, participation by field employees, logistics, fleet management, account managers and communications center will be included when appropriate.

Our CQI Team has expertise in the following areas:

- EMS Evaluation and quality improvement
- Patient experience
- Data systems
- Clinical aspects of EMS patient care and transport
- Clinical aspects of ICU, CCU, and ER care.
- Technology utilization
- Lean Thinking and Management Systems

Our approach to quality management and quality improvement will be to implement best practices as identified by evidence-based research within the healthcare industry and the California EMS System Core Quality Measures. Utilization of the "Just Culture" philosophy will be demonstrated in the investigation and resolution process for overall quality improvement.

A "Just Culture" creates an organizational learning culture that enables us to see risk at the individual and organizational level, but does not rely on punitive reaction alone to prevent errors. We recognize that people make errors and by creating an environment or openness, employees are encouraged to admit and report mistakes so that contributing causes can be better understood and lead to system and process improvements. The environment of openness allows for individual accountability, but also focuses on determining the root cause for the incident or error to prevent repeat occurrences.

Responsibilities of the CQI Team include attendance and participation in a variety of committees:

- Royal Ambulance Quality Improvement Team – includes participation by field employees, logistics, fleet management, account managers and communications center will be included when appropriate
- Royal Ambulance Safety Committee - participation by field employees, logistics, fleet management, account managers and communications center will be included when appropriate
- Royal Ambulance Incident Review Board
- Pre-Hospital Care Systems Quality Improvement Committees – hosted by local EMS agencies
- Receiving Hospital Meetings – hosted by local EMS agencies
- BLS Provider Meetings – hosted by local EMS agencies
- Hospital Review Meetings – hosted by hospital partners
- Account Managers Meetings – hosted by Royal Ambulance

Royal Ambulance
Continuous Quality Improvement Plan

- Skilled Nursing Facility Collaborative Meetings – hosted by hospital and SNF partners

I. Organizational Description

Royal Ambulance's mission is to "Positively impact the patient's journey, make our customer's jobs easier, and develop healthcare leaders".

The services provided by Royal Ambulance include:

- Basic Life Support and Critical Care transport of patients received through contracts with various healthcare entities.
- Non-Medical Transportation
- Multi-casualty resource for local EMS agencies.
- Provision of ride-along opportunities for students of various EMT schools.
- Community Education
- Customer Partnership and education

Royal Ambulance's clinical goals are derived from both internal and external expectations that provide guidance to our organization. These goals include, but are not limited to:

- Providing timely transport options
- Positively impacting the patient's journey
- Minimizing discomfort
- Reducing disability

II. Data Collection and Reporting

Data collection and reporting are two very important aspects for CQI. Data collected must be valid, reliable and standardized with all collaborating participants. The following information will be monitored, measured and evaluated for improvement. In addition to traditional methods of data collection, a Lean tool known as the Gemba Walk is incorporated. By definition. Gemba Walks are a purposeful "walk" done by leadership to "Go to the actual place, look at the actual process, and talk to the actual people."

Indicator		Specific Information to be Monitored	Method of Collection	Frequency
Personnel		Education and training requirements compliant with specific operating counties	Provider records (Traumasoft) and hard copy files	Monthly
		Currency of provider's licensure, certifications and accreditations.	Provider records (Traumasoft), hard copy files and online state licensing boards verification	Monthly
Equipment and Supplies		Ease of equipment utilization	Field employee feedback via surveys	Daily
		Current and well-maintained equipment and supplies	Field employee feedback via Traumasoft, LEMSA requirements, adhering to manufacturer's PM recommendations, and Gemba walks	Daily

Royal Ambulance
Continuous Quality Improvement Plan

		Equipment/vehicle failures	Field employee feedback and TRAUMASOFT software	Daily
Documentation	25% retrospective review of random PCRs	Quality of documentation	Royal Ambulance CQI Team	Monthly
	100% retrospective review of all high risk calls, and 25% retrospective review of Code 1 and Code 2 calls	Quality of patient care/adherence to treatment protocols	Royal Ambulance CQI Team	Monthly
		Integration of data and reporting systems	PCR data fields and print compliance	Daily
Clinical Care and Patient Outcomes	100% retrospective review of all inter-facility transports that do not have a predetermined destination or require a diversion	Patients taken to correct destinations based on primary impression and county protocols	Traumasoft Work Flow software	Daily
	100% retrospective review of all high risk calls	Review of high risk transports by primary impression ie. Stroke, STEMI, Trauma activations, cardiac arrest, advanced airway management, BLS Code 3 transports, ALS upgrades, application of restraints	Traumasoft Work Flow software	Monthly
	100% retrospective review of medications administered	Medication administration oversight to include medications administered by EMTS, TXA by Paramedics, and all narcotic usage.	Traumasoft Work Flow software	Monthly
	100% retrospective review of infrequently used skills	% of infrequently used skills per number of transports. Skills to include, needle decompression, advanced airway management, and tourniquet application.	Traumasoft Work Flow software	Monthly
Skills Maintenance/Competency	All clinicians will receive, at a yearly minimum, skills refresher and	Airway management, medication administration, 12 lead interpretation, needle	Traumasoft Work Flow software	Monthly

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Continuous Quality Improvement Plan

	competency evaluations	decompression, tourniquet application		
	100% retrospective review	% infrequently used skills per individual clinician	Traumasoft Work Flow software	Yearly
Transportation /Facilities		Response times per contract requirements	Standardized IT reports, Tableau	Daily
		Response times for on scene at pick-up	Standardized IT reports, Tableau	Monthly
		Response times for patient drop off	Standardized IT reports. Tableau	Monthly
		% of diversions r/t change in patient condition	Traumasoft Work Flow software and TRAUMASOFT, Tableau	Daily
		% ALS upgrades	Traumasoft Workflow software and TRAUMASOFT, Tableau	Daily
		% Code 3 transports	Traumasoft Workflow software and TRAUMASOFT, Tableau	Daily
Public Education and Prevention		Provision of field experience for EMT students	Computer data collection	Monthly
		Provision of public health education	Computer data collection	Monthly
Risk Management	100% retrospective review	Controlled substance usage and documentation	Traumasoft Work Flow software and standardized report	Monthly
	100% retrospective review of high risk transports, narcotic administration, and infrequent skills. Random audit of 25% other call types	Adherence to treatment protocols	Traumasoft Work Flow software	Monthly
		Customer satisfaction	Surveys utilizing NPS and CSAT	Periodic
		Unusual occurrences (UO) and field report of UO	Field direct report, facility direct report, report through local EMS agency	Daily
		Personnel exposures	TRAUMASOFT software	Daily
		Personnel on-the-job injuries	Computer data collection	Daily
	100% retrospective review	Medication errors	Traumasoft Work Flow software	Monthly
	100% retrospective review	High risk-low incidence procedures	Traumasoft Work Flow software and TRAUMASOFT software	Monthly

The process for selection of the above-listed indicators includes those mandated by the California Code of Regulations Title 22. Social Security Division 9, Pre-Hospital Emergency Medical Services Chapter 12. EMS System Quality Improvement, as well as the following:

- Meeting our goals of providing high-quality, appropriate care to our patients
- Key performance measures
- Knowledge of high-risk, low-incidence interventions and the potential impact on patient care

Royal Ambulance
Continuous Quality Improvement Plan

- Maintaining contract compliance with the healthcare facilities we serve
- Maintaining compliance with the local EMS agencies operating expectations
- Questions generated by stakeholders
- Gemba Walks

Royal Ambulance's CQI Team continually asks questions about the EMS systems we operate in and of the various healthcare facilities we serve to gain insight into opportunities for improvement. Questions are prioritized based on the level of importance to the local EMS system or the customers we serve.

The Clinical Operations Manager obtains data on the above indicators periodically (daily, monthly, quarterly, etc.) depending on the nature of the indicator. Information is obtained through Traumasoft Work Flow software, specialty reports developed in conjunction with IT and TRAUMASOFT generated reports. Reports on clinical indicators are shared throughout the organization beginning with the Vice President of Operations, Medical Director and other leadership positions.

The Clinical Operations Coordinator and the County Supervisors will be pivotal in receiving the reports and creating action plans as related to report content. Depending on the type of report, some are generated daily (license renewals, injuries, etc.), monthly, quarterly (PCR audit), or annually. The specific content being analyzed is shared throughout the organization as it pertains to the overall operation. Monthly reports of key indicators will be sent to the LEMSA as outlined in their EMS QIP policy. A yearly system report will be prepared by aggregating monthly data collected and provided to the EMS agency.

The Clinical Operations Manager will be responsible for the initial analyzation of the quality indicators. Findings and trends will be further shared and discussed with the various departments Presentation of the quality indicator analysis will provided most frequently in the form of pivot tables, a Pareto chart or a histogram format. These formats will aid in the organization to easily interpret the data and identify trends. The CQI team will meet are least Quarterly to evaluate and discuss the data provided. CQI meeting agendas will consist of the following:

- Review of previous meeting action items
- Presentation of indicators and results/trends
- For each indicator reviewed, the following process will be followed:
    - Identify the objectives of the evaluation.
    - Present indicators and related information.
    - Compare performance with goals or benchmarks.
    - Discuss performance with peers and colleagues.
    - Determine whether improvement or further evaluation is required.
    - Establish a plan based upon the decisions listed.
    - Assign responsibility for the action plan.
- Examine correlations between and among trends.
- Acknowledge positive trends and "shout-outs"; discuss unsatisfactory trends.
- Discuss changes needed to indicators
- Summarize action items.
- Recommend training, educational needs and delivery.

The Clinical Operations Manager is responsible for ensuring all data elements required by NEMSIS are collected, validated, and extracted into QI software (First Pass). The information shall be combined with chart reviews and incident reports. And compiled into a summary written report.

The Clinical Operations Manager is responsible for preparing a summary report of the QI review outlined above. The report shall be completed on an annual basis and shall be available for inspection to any EMSA requesting it.

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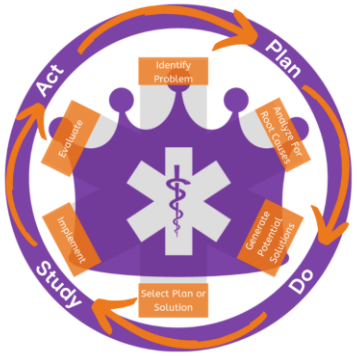
Continuous Quality Improvement Plan

III. Action to Improve

Royal Ambulance's standard approach to performance improvement the FOCUS – Plan, Do, Check, Act (PDCA) model.



The following steps are utilized:

- Find a process to improve – The CQI Team will identify improvement needs
- Organize – The CQI Team will identify the work group best suited to review the process documents.
- Clarify the current knowledge of the process – Review the indicator trends relevant to the process and collect any other information that will be useful.
- Understand causes of process variation utilizing tools such as charts or graphs.
- Select a process improvement to reduce or eliminate cause(s).
- Plan – State what the test objective will be and make predictions. Develop the plan to carry out the test (who, what, where, when).
- Do – Carry out the test, document problems and unexpected observations, and begin the data analysis process.
- Check – Complete the data analysis and compare the test data with the predictions. Summarize the findings and what is learned.
- Act – What changes need to be made? What will be the objective of the next PDCA cycle? What is needed to effect the desired change?

For LEMSA specific mandatory reporting indicators, PIPs will be developed and presented to the EMS agency for approval, along with the timeline for updates and final closure of the event. Once the Performance Improvement Plan (PIP) has been implemented, the results of the improvement will be measured. Changes to the system will be integrated and a standard of work will be updated or developed. A plan for continued monitoring will be established to sustain the change process.

In addition to utilizing the information and changes within Royal Ambulance, we share our findings, as appropriate with our various healthcare partners, local EMS agencies and customers.

Communication of issues surrounding QI activities and findings will be delivered to our employees, healthcare partners, local EMS agency, and customers in various forms, such as:

- Newsletter
- Huddles
- Educational sessions for new or refresher skills

- Annual update trainings for protocol changes and new skills
- Online educational offerings (TRAUMASOFT)
- Staff meetings with Field Training Officers
- Department specific meetings
- Academy sessions for new hires
- Company bulletin boards and social media platforms
- Presentations at healthcare partner meetings
- Formal reports to local EMS agencies

IV. Training and Education

The effectiveness of our CQI program is dependent on the critical components of training and education as they relate to solving the problem and/or making a change within the system. The members of the CQI Team will meet to determine the type(s) of training needed. Leadership will have input into the content and method of delivery.

Once a PIP is recommended by the CQI Team or Work Group, the process will be updated/developed into a protocol, policy and/or standard of work. If additional training is required, time will be allotted for the training to occur prior to policy implementation.

Incorporation of training issues will be addressed by annual updates, training memos, train-the-trainer programs, in-house continuing education classes, online educational sessions and issue-specific instruction.

The Clinical Operations Manager is responsible for educational oversight and will ensure that employees submit documentation of all required education and training. Monitoring of training and education requirements is done utilizing TRAUMASOFT.

The Clinical Operations Coordinator is responsible for assuring that continuing education is scheduled and reoccurring at established time intervals. The Clinical Operations Manager will assure that verifiable, ongoing training is appropriate to the EMT, Paramedic and Registered Nurse level of care and ensuring our organizational goals are met.

V. Complaints

All complaints shall be entered into Traumasoft by the receiving supervisor.

If no supervisor is available, the receiving employee shall send an e-mail to “Incident” with sufficient information that the appropriate supervisor can return the call.

The respective County Manager or Clinical Operations Manager shall be assigned the investigation of the complaint.

All investigations shall be completed within 7 business days. Waivers may be granted for unusual cases and must be approved by the COO.

It is the County Manager’s responsibility, in all cases where the complaining party is an EMSA, to provide a written response to the EMSA within time periods outlined in EMSA Policies.

VI. QI Records Security

It is the responsibility of the Clinical Operations Manager to maintain records security for data used for QI and Employee Coaching. Data shall be redacted to eliminate identifying patient information as outlined in HIPPA.

Data shall be stored on secured servers.

Only those employees with a need to know and a right to know will be allowed access to the respective databases.

Server access shall be granted through the Operations Manager or Clinical Operations Manager as outlined above.

PCR hard Copies shall be secured in secured boxes in a secured location. Access to records will be based on the above requirements.

VII. Individual Employee Occurrences

All unusual occurrences shall be logged into TRAUMASOFT Software and investigated. If, during an Incident Review Board and/or internal investigation it is determined that the root cause is systemic or organizational, action shall be taken as outlined above. If it is determined that the occurrence is directly related to an employee failing to follow a policy, procedure, standard of care, protocol, or any LEMSA policy or procedure, the following progressive corrective actions may be taken in accordance with the severity of the violation:

- Additional coaching or training for the involved employee(s)
- Performance Improvement Plan
- Verbal or written warnings
- Suspensions without pay
- Termination

It is not required that each and every step be followed; Supervisors and Managers have the discretion to begin at the appropriate step based on the severity of the violation.

VIII. Unusual Occurrences LEMSA Reporting

Each County Manager is responsible to follow the reporting protocols and reporting regulations specific to that county. These protocols will be included in the New Hire Academy for the respective counties.

IX. Annual Update

The Clinical Operations Manager will evaluate the CQI program with the members of the CQI Team at least annually. This group will be tasked with ensuring that the CQI Plan is in alignment with the organizations strategic goals and mission statement. Review of the CQI Plan will be done to determine strengths and opportunities from improvement. From this information, an Annual Update will be provided to all respective departments and employees. The Annual Update will include, but not limited to, the following:

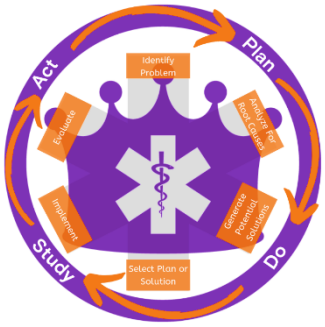
- Quality indicator monitors
- Key findings and priority issues identified
    - Identification of trends
- Improvement action plans and plans for further action
    - Description of any policy and standard of work revisions
    - Description of continuing education and skills training provided as a result of Performance Improvement Plans

Royal Ambulance
Continuous Quality Improvement Plan

Performance Review

- Direct Observation/ Gemba Walk
- Patient (Customer Feedback)
- Patient Chart Review
- KPI Measures
- Employee Skills Assessment

Identify Opportunities for Improvement



Identify Exceptional Performance

Recognize and Reinforce

- -Postings on Workplace
- -Annual Employee Recognition Awards
- -Huddles

- -Change process
- -Change protocol/policy/standard of work
- -Remediate
- -Change product
- -Incorporate into continuing education

What are we trying to accomplish?

How will we know that a change is an improvement?

What change can we make that will result in improvement?

Appendix A

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF EMERGENCY MANAGEMENT, THE DEPARTMENT OF PUBLIC HEALTH, AND THE FIRE DEPARTMENT OF THE CITY AND COUNTY OF SAN FRANCISCO FOR THE EMERGENCY MEDICAL SERVICES ("EMS") SYSTEM, MEDICAL CONTROL OF THE EMS SYSTEM, and PROVISION OF ADVANCED LIFE SUPPORT ("ALS") and 9-1-1 SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 23d day of May, 2013, in the City and County of San Francisco, State of California ("CITY"), by and between the San Francisco Department of Emergency Management ("DEM"), the San Francisco Department of Public Health ("DPH"), and the San Francisco Fire Department ("SFFD") (collectively the "PARTIES").

Recitals

WHEREAS, pursuant to California Health and Safety Code, Section 1797.200, the CITY has established a local EMS Agency ("AGENCY"), and

WHEREAS, San Francisco Health Code Article 14 requires DPH to oversee Advanced Life Support Ambulances and routine medical transport vehicle services ("PROVIDER"), and

WHEREAS, San Francisco Charter § 3.100.14 establishes that the Mayor is Commander of Emergency Services, and

WHEREAS, in 1997 the Mayor directed and authorized DPH to transfer PROVIDER functions to SFFD, and

WHEREAS, in 2009, the Mayor directed and authorized DPH to transfer AGENCY functions, except for Medical Control functions, to DEM, which is now responsible for the regulation and administrative oversight of the EMS system; and,

WHEREAS, in 2012 the State of California EMS Authority approved the San Francisco EMS Plan which established San Francisco as an Exclusive Operating Area pursuant to the State of California Health and Safety Code Section 1797.224 for the purposes of EMS response to 9-1-1 calls for service and recognized the exclusive providers to include the City and two private ambulance companies, and

WHEREAS, the PARTIES enter into this MOU in order to recognize and implement the various roles and responsibilities necessary to continue provision of EMS as directed by the Mayor, and

WHEREAS, the PARTIES will continue to participate in the EMS system and comply with all applicable state and local laws, regulations, policies, and procedures;

Now, THEREFORE, the PARTIES agree as follows:

General Definitions

1. 9-1-1 Service - Responses to requests for service from any person dialing 9-1-1 to a Public Safety Answering Point ("PSAP") to request emergency medical services for anyone at any place. This includes calls using 7-digit phone numbers and non-telephone conveyed requests for service.

2. Advanced Life Support - Specialty services designed to provide pre-hospital care, including but not limited to cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specific 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 an interfacility transfer and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff at the hospital. Advanced Life Support is also generally the treatment performed by accredited Emergency Medical Technician-Paramedics ("EMT-Ps") according to the Advanced Life Support Adult and Pediatric Treatment Protocols.

3. Advanced Life Support Ambulance ("ALS Ambulance") - A ground ambulance that provides transport of the sick and injured, and is staffed and equipped to provide advanced life support consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and AGENCY policies and procedures.

4. Agency Policies, Procedures and Protocols - All policy, procedure and protocol documents developed through the AGENCY.

5. ALS Emergency Service - Site to Facility patient transports, as well as Facility to Facility transports, originating from a private request; i.e., calls from a client/contractor, physician, private care facility, hospital, an on-viewed incident or any source other than from the City's PSAP. These services are to be provided within the legal boundaries of the City and County of San Francisco, as defined in the City's Charter, and may transport within or without the City. This type of service does not include response to any requests for service received through the City's 9-1-1 Dispatch Center at the Division of Emergency Communications in the Department of Emergency Management, including 7-digit phone numbers and non-telephone conveyed requests.

6. ALS Ground Ambulance Services - The provision of advanced life support services provided in an ambulance by an authorized ALS Provider pursuant to a Service Provider Agreement (SPA) consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and AGENCY policies and procedures.

7. Ambulance Permit - A permit issued by the EMS Medical Director for an ambulance or routine medical transport vehicle pursuant to the San Francisco Health Code, Article 14. This permit is required to operate an ambulance or routine medical transport vehicle within the City and County of San Francisco.

8. Authorized ALS Ambulance Provider - An ambulance provider that is authorized to provide ALS ambulance services within the CITY pursuant to a Service Provider Agreement (SPA) with the AGENCY.

9. Automatic Aid Provision – The authority to provide mutual aid to another jurisdiction without requiring the approval of the AGENCY prior to deploying.

10. Basic Life Support ("BLS") - Basic life support means emergency first aid and cardiopulmonary resuscitation procedures, which at a minimum, include: recognizing respiratory arrest and application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim can be transported or until Advanced Life Support is available.

11. Basic Life Support Ambulance ("BLS Ambulance") - An ambulance staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, the CITY Ambulance Ordinance, and AGENCY Policies, Procedures and Protocols.

12. Certificate of Operation – Certificate issued under San Francisco Health Code Article 14 by the EMS Medical Director to a person who qualifies to operate an ambulance in the CITY. For purposes of this MOU, "person" means and includes an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee, governmental agency, or any other legal entity.

13. Clinical Practice – Those issues related to EMS that have a direct bearing on the medical practice of EMS providers (EMT's and Paramedics) or the medical outcomes of EMS patients.

14. Emergency Ground Ambulance Services - All ambulance services performed at the request of, and determined to be either a Code Two or Code Three level response by, an Authorized EMS Dispatch Center.

15. Emergency Medical Personnel - All public safety first responders, Emergency Medical Dispatchers, EMTs and EMT-Ps functioning within the EMS system.

16. EMS Medical Director - The Medical Director of the EMS Agency, responsible for the duties set forth in California Health and Safety Code, Section 1797.202.

17. Emergency Medical Technician – 1 – An individual whose authorized scope of practice is to provide BLS governed by standards prescribed by Division 2.5 of the Health & Safety Code and applicable regulations who has a valid certificate pursuant to said division as required by AGENCY.

18. Emergency Medical Technician – Paramedic - An individual whose authorized scope of practice is to provide ALS governed by standards prescribed by Division 2.5 of the Health and Safety Code and applicable regulations who has a valid license issued pursuant to said division and local accreditation as required by AGENCY.

19. Facility – A location where a patient or patient representative requests ambulance service in

which a physician, physician's assistant or nurse practitioner is physically present and assessed the patient's need for EMS.

20. Medical Control – The medical direction and management of the EMS system pursuant to the Health & Safety Code §1798.

21. Medical Emergency - The term used to denote a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at a Designated EMS Dispatch Center.

22. National Incident Management System ("NIMS") – The incident management system developed by the US Department of Homeland Security, Federal Emergency Management Agency, as required by Homeland Security Presidential Directive 5 (HSPD-5).

23. Primary Public Safety Answering Point ("PSAP") - The location where the 911 request for service is first answered.

24. Response Codes - The dispatch term which denotes the level of priority for units responding to the scene as defined herein:
    a) Code One - Routine or scheduled transportation of patients.
    b) Code Two - A non-life threatening Medical Emergency requiring immediate response.
    c) Code Three - A Medical Emergency requiring immediate response with red light and siren.

25. Site - A location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is NOT physically present and has NOT assessed the patient's need for EMS.

26. Standardized Emergency Management System (SEMS) - The standardized emergency management system identified in California Government Code, Section 8607.

Agreement

General Terms

1. Effective Date: The effective date of this MOU shall be May 23, 2013.

2. Term: The MOU shall remain in effect until such time as it is terminated in writing by the PARTIES, executed in the same manner as this MOU.

3. Modifications: The provisions of this MOU may be amended or modified by written agreement of PARTIES.

4. Notice to the PARTIES
    a) Unless otherwise indicated elsewhere in this MOU, all written communications (except routine operations and quality improvement communications) sent by PARTIES may be sent by U.S. mail, by fax, or e-mail and shall be addressed as follows:
        i. To DEM: Director of Emergency Services Division, 30 Van Ness Avenue,

Suite 3300, San Francisco, CA 94102

ii. To DPH: San Francisco Health Officer, Department of Public Health, 101 Grove Street, Room 302, San Francisco, CA 94102

iii. To SFFD: Chief, San Francisco Fire Department, 698 Second Street, San Francisco, CA 94107

Roles and Responsibilities

1. DPH shall provide medical control and direction to the EMS system through the employment of an EMS Medical Director who will make regular reports to the Director of Public Health and the Health Commission. The EMS Medical Director will work collaboratively with DEM and SFFD while retaining authority as described in the State of California Health and Safety Code Section 1797.202.
2. DPH will continue to operate San Francisco General Hospital and serve as the Base Hospital pursuant to the State of California Health and Safety Code Section 1798.100 and a Trauma Center pursuant to the State of California Health and Safety Code Section 1798.165. Requirements and obligation of PARTIES relative to these functions are contained in separate agreements specific to the function.
3. DEM shall employ staff in the Division of Emergency Services who will serve as the AGENCY as described in the State of California Health and Safety Code Section 1797.204, responsible for the administration, planning, coordination and regulation of the San Francisco EMS System.
4. DEM shall continue to serve as the PSAP and primary dispatch for 9-1-1 services through the Division of Emergency Communications. Requirements and obligations of the PARTIES relative to that function are contained in an agreement specific to that function.
5. SFFD shall provide Emergency Ground Ambulance service and be recognized as an Authorized ALS Ambulance Provider with this MOU serving as the required Service Provider Agreement as required pursuant to California Code of Regulations, Title 22, Section 100168.
6. SFFD shall continue to provide EMS First Response services to 9-1-1 medical emergency calls in order minimize the response time interval to Code 3 responses and provide on scene assistance to EMS personnel on scene.

Obligations of the PARTIES

1. DPH responsibilities:
    a. Provide a qualified Emergency Physician to serve as the EMS Medical Director. The Medical Director shall be funded by DPH and assigned to the AGENCY a minimum of 20 hours per week,
    b. Provide qualified personnel on call 24 hours per day, 365 days per year to serve as the Medical Health Operational Area Coordinator (MHOAC) for medical mutual aid,
    c. Administer funds received from the State of California and provide those funds obligated to EMS specific purposes to the AGENCY, and
    d. Comply with San Francisco EMS Policies and Protocols where applicable to DPH programs and services.
2. DEM responsibilities:

a. Provide sufficient staff and management personnel to perform the functions of the AGENCY,
b. Prepare reports for, and answer inquiries of, the Health Commission, as directed by the Medical Director,
c. Develop, through AGENCY, EMS Policies and Protocols in an open and collaborative manner,
d. Upon request from any party, including insurance companies, fiscal intermediaries, and other third party payers, through AGENCY, report that SFFD is an authorized provider of ALS service,
e. Support, through AGENCY staff, the MHOAC in requesting, tracking, receiving, coordinating and providing resources to mutual aid requests,
f. Form and staff a 9-1-1 ALS Operations Committee for the purposes of managing the division of 9-1-1 call volume as required in the 2012 San Francisco EMS Plan approved by the State of California EMS Authority ("EMS Plan"),

3. SFFD responsibilities:
   a. Provide sufficient ALS Ground Ambulance resources to respond to the percentage of all 9-1-1 medical calls as set forth in the current San Francisco EMS Plan as approved by the California EMS Authority,
   b. Provide sufficient first response services for presumptive life-threatening calls in accordance with the San Francisco EMS Plan as approved by the California EMS Authority,
   c. Comply with San Francisco EMS Policies and Protocols as they pertain to the EMS functions of the SFFD,
   d. Respond to medical mutual aid requests and deployments in accordance with the San Francisco EMS Policies and Protocols and routed through the MHOAC, except in the case of an automatic aid or immediate need request made by a neighboring jurisdiction. At any time, and without further approval of the MHOAC, permitted field providers in San Francisco may dispatch up to five ambulances and one paramedic supervisor (known as an Ambulance Strike Team.) The SFFD shall notify the AGENCY once it has deployed single assets or an Ambulance Strike Team so that system adjustments may be made, if necessary,
   e. Maintain all records required pursuant to this MOU, including patient care, staffing, operations, fiscal and quality improvement records, make such records available for inspections, audit, or examination by AGENCY or by its designated representatives, consistent with federal, state and local confidentiality and privacy laws, and shall preserve such records for at least three (3) years from the termination of this MOU,
   f. Prepare, upon AGENCY's request, and submit written reports on incidents related to services provided under this MOU,
   g. Submit monthly operation reports to AGENCY, by the last day of the following month, in a form prescribed by AGENCY,
   h. Share electronic EMS data, in a form acceptable to the AGENCY, for the purposes of Quality Improvement and reporting,
   i. Post AGENCY notices and bulletins at all employee locations.
   j. Require, through written policy, all personnel to have knowledge of, and follow, AGENCY Policies, Procedures and Protocols,
   k. Ensure all EMTs and EMT-Ps are trained in AGENCY policies, procedures, and

protocols. Such training shall include cognitive, motor and retention skills that allow employees to properly perform EMS duties,

l. Provide at each SFFD location, in a location easily accessible to employees, a current AGENCY Policy and Procedure Manual and Protocol Manual.

m. Develop and enforce fatigue prevention policies acceptable to all PARTIES because fatigue prevention is of paramount importance to all PARTIES in the interest of personnel and patient safety,

n. Comply with all federal and state patient privacy laws, and enact and enforce a policy that prohibits SFFD employees from inappropriate sharing of protected patient information, to including sharing via personal communication devices, social media, and any other form of data transmission,

o. Enact and enforce a policy that prohibits SFFD employees from performing any ALS or BLS service under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit SFFD employees from performing such services under the influence of any other substances, including prescription or non-prescription medication, which impairs their physical or mental performance,

p. Comply fully and timely with the requirements of California Health and Safety Code, Section 1799.112, which, among other things, mandates that EMT-P employers shall report in writing to the local EMS Agency medical director and the EMS Authority and provide all supporting documents within 30 days whenever an EMT-P receives certain disciplinary measures, resigns following an impending investigation based on evidence, or is removed from paramedic duties for disciplinary cause or reasons following the completion of an internal investigation,

q. Ensure that a primary representative or designated alternate attends at least 80% of EMS AGENCY advisory committee meetings,

r. Pay fees to the DEM, as required by applicable state and local law related to operating permits, licenses and certificates.

For DPH:	For DEM:	For SFFD
	5-23-2013	05/23/2013
Barbara Garcia Director of Public Health	Anne Kronenberg Executive Director	Joanne Hayes-White Chief

City and County of San Francisco
San Francisco Department of Public Health
Emergency Medical Services Division
90 Van Ness Avenue
San Francisco, California 94102

Agreement between the City and County of San Francisco, acting by and through its Department of Public Health and American Medical Response West

TABLE OF CONTENTS

This emergency Service Provider Agreement ("SPA") is made this 1st day of July, 2020 in the City and County of San Francisco, State of California, by and between American Medical Response West ("Provider") and the City and County of San Francisco, acting by and through its Depaartment of Public Health.

Recitals

WHEREAS, the San Francisco Department of Public Health is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code Section 1797.200; and

WHEREAS, Provider possesses all requisite LEMSA approvals to participate in the LEMSA Emergency Medical Services ("EMS") system, including a current and valid Certificate of Operation and when necessary an Ambulance Permit, in accordance with San Francisco Health Code Article 14; and

WHEREAS, the San Francisco Emergency Medical Services Plan authorizes Provider to provide Advanced Life Support ("ALS"), Basic Life Support ("BLS"), and/or Special Ambulance Services within the LEMSA EMS service area; and

WHEREAS, California Code of Regulations, Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168(b)(4), requires that authorized paramedic service Providers have a written service provider agreement ("SPA") with the LEMSA allowing the Provider to participate in the LEMSA EMS system and obligating the Provider to comply with all State regulations and local policies and procedures, including participation in the LEMSA's Emergency Medical Services Quality Improvement Program ("EMSQIP"); and

WHEREAS, the Parties wish to enter into this written SPA in compliance with Section 100168(b)(4), when required, or otherwise as required by the LEMSAs;

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this SPA:

1.1. **"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 department or other medical staff of that hospital, as defined by California Health and Safety Code, Division 2.5, Section 1797.52, including the scope of practice of Paramedic as listed in Section 1797.52 and any LEMSA approved Local Optional Scope of Practice.

1.2. **"ALS Ground Ambulance Services"** means the provision of advanced life support services provided in an ambulance by an authorized ALS Provider pursuant to a Service Provider Agreement (SPA) consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and LEMSA policies and procedures.

1.3. **"Ambulance Permit"** means a permit issued by LEMSA's Medical Director for an ambulance or routine medical transport vehicle pursuant to the San Francisco Health Code, Article 14. This permit is required to operate an ambulance or routine medical transport vehicle within the City and County of San Francisco.

1.4. **"Authorized ALS Ambulance Provider"** means an ambulance Provider that is authorized to provide ALS ambulance services within the City pursuant to a Service Provider Agreement with the LEMSA.

1.5. **"Basic Life Support (BLS)"** means emergency first aid and cardiopulmonary resuscitation procedures, which at a minimum, include: recognizing respiratory arrest and application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim can be transported or until advanced life support is available, as defined by California Health and Safety Code, Division 2.5, Section 1797.60, including the basic scope of practice as listed in Section 1797.60 and any LEMSA approved Local Optional Scope of Practice.

1.6. **"Authorized BLS Ambulance Provider"** means an ambulance Provider that is authorized, staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, the City Ambulance Ordinance, and LEMSA Policies, Procedures and Protocols.

1.7. **"Certificate of Operation"** means a Certificate issued under San Francisco Health Code Article 14 by the LEMSA Medical Director to a Provider who qualifies to operate an ambulance in the City. To qualify for a Certificate of Operation, the Provider must hold three valid and current Ambulance Permits.

1.8. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.9. **"Emergency Medical Personnel"** means all public safety first responders, Emergency Medical Dispatchers, EMTs and EMT-Ps functioning within the emergency medical services system.

1.10. **"Emergency Medical Services Quality Improvement Program (EMSQIP)"** means the continuing quality improvement program, procedures and protocol documents developed by the LEMSA.

1.11. **"Emergency Medical Technician (EMT)"** means an individual trained in all facets of basic life support according to standards prescribed by California Health and Safety Code, Division 2.5, Section 1797.80, and who has a valid certification issued pursuant to said division and local training as required by LEMSA.

1.12. **"Emergency Medical Technician – Paramedic (EMT-P)"** means an individual whose scope of practice is to provide advanced life support governed by standards prescribed by California Health and Safety Code, Division 2.5, Section 1797.84, and who has a valid license issued pursuant to said division and local accreditation as required by LEMSA.

1.13. **"Facility"** means a location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is physically present and assessed the patient's need for LEMSA.

1.14. **"Ground Ambulance Services"** means all ambulance services performed at the request of and determined to be either a Code Two or Code Three level response by an Authorized LEMSA Dispatch Center.

1.15. **"LEMSA Medical Director"** means the San Francisco Director of Health, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.16. **"Medical Emergency"** means the term used to denote a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at a designated LEMSA Dispatch Center.

1.17. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Provider and included in Provider's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.18. **"National Incident Management System (NIMS)"** means the incident management system developed by the US Department of Homeland Security, FEMA, as required by Homeland Security Presidential Directive 5 (HSPD-5).

1.19. **"Primary Public Safety Answering Point (PSAP)"** means the location where the 911 call is first answered.

1.20. **"Provider Program Director"** means the Medical Director of the Provider.

1.21. **"Response Codes"** means the dispatch term which denotes the level of priority for units responding to the scene as defined herein:

a) **Code One** - Routine or schedule transportation of patients.
b) **Code Two** - A non-life threatening Medical Emergency requiring immediate response.
c) **Code Three** - A Medical Emergency requiring immediate response with red light and siren.

1.22. **"Services"** means the provision of any and all services under this SPA.

1.23. **"Site"** means a location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is NOT physically present and has NOT assessed the patient's need for LEMSA.

1.24. **"Special Ambulance Service"** means any unit-type, providing Emergency Medical Services and patient care that can be dispatched to a medical call without the ability to provide patient transport.

1.25. **"Standardized Emergency Management System (SEMS)**" means the standardized emergency management system identified in California Government Code, Section 8607.

Article 2 Term of the Agreement

2.1 **Initial Term.**

The term of this SPA shall commence on July 1, 2020 and expire five years later on June 30, 2025, unless earlier terminated as otherwise provided herein.

2.2 **Renewal of SPA.**

This SPA shall auto-renew for four additional one-year periods upon Provider's payment of all required Certificate of Operation and/or Ambulance Permit fees and conditioned on Provider's compliance with all Certificate of Operation and Ambulance Permit requirements. The renewed SPA shall automatically terminate should Provider fail to pay all required Certificate of Operation and/or Ambulance Permit fees.

Article 3 Audit

3.1 **Audit and Inspection of Records.**

Provider agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours, accurate books and records, including but not limited to patient care, staffing, operations, fiscal and quality improvement records, dispatch logs, training records, vehicle maintenance records, controlled substance logs, Medicare compliance records, and all other records relating to its Services (California Health & Safety Code Section 1797.227). Provider will permit City to audit, examine and make excerpts and transcripts from such books and records related to all matters covered by this SPA. Provider must use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the local EMS agency. Provider must ensure that the electronic health record system can be integrated with the LEMSA's data system, so that the LEMSA may collect data from the provider. To the extent required by applicable law or regulation, the State of California or any Federal agency having an interest in the subject matter of this SPA shall have the same rights as conferred upon City by this Section.

Article 4 Services and Resources

4.1 **Provider Shall Obtain All Necessary Permits and/or Approvals.**

4.1.1 Provider shall not commence the provision of any services under this SPA until all necessary permits and/or approvals have been issued. Specifically, before commencing work, Provider shall apply for and obtain from LEMSA a Certificate of Operation and when required an Ambulance Permit, and/or all other required regulatory permits and/or approvals in accordance with applicable law, including California Code of Regulations Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic); California Health and Safety Code, Division 2.5 (Emergency Medical Services); and San Francisco Health Code, Article 14 (Ambulances and Routine Medical Transport Vehicles). Nothing in this SPA is intended to imply that City will issue any permits and/or approvals.

4.1.2 Provider shall pay all fees required as a condition precedent to the issuance of any such permits and/or approvals in accordance with the applicable rates and charges then in effect as indicated in LEMSA's fee schedule. The payments made by Provider to City shall be less than or equal to the City's actual costs to provide the LEMSA administration and oversight services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. .

4.2 **Services Provider Agrees to Perform.**

Provider agrees to perform the services detailed in Appendix A, "Statement of Work." Officers and employees of the City are not authorized to request services beyond the scope listed in Appendix A.

4.3 **Qualified Personnel.**

Provider shall ensure all Emergency Medical Personnel are actively certified, licensed, and/or accredited in accordance with state and local policies and regulations in order to provide medical care as part of Provider services.

4.4 **Subcontracting.**

Excluding services for 9-1-1 calls, Provider may subcontract services to be performed under this SPA to other San Francisco LEMSA permitted service providers. For clarity 9-1-1 services may not be subcontracted.

4.5 **Assignment.**

The services to be performed by Provider are personal in character. Neither this SPA, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Provider. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **No Transfer of Certificate of Operation or Ambulance Permit.**

Each Certification of Operation and/or Ambulance Permit by the LEMSA is a privilege that is personal and specific to Provider. Neither a Certificate of Operation, an Ambulance Permit, nor any of the privileges conferred thereunder may be neither sold, conveyed, assigned, encumbered, nor otherwise transferred by Provider. Any attempt to sell, convey, assign, encumber or otherwise transfer a Certificate of Operation, any Ambulance Permit, or the privileges conferred thereunder may result in the City's termination of this SPA.

4.7 **Activities at Permittee's Expense.**

Any act that Provider performs under this SPA or applicable law shall be performed at Provider's expense and without cost to City, unless said Provider is a City agency or employee providing services under this SPA.

4.8 **Warranty.**

Provider warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this SPA as detailed in Appendix A (Statement of Work).

Article 5 Insurance and Indemnity (RESERVED FOR SFFD)

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Provider's liability pursuant to the "Indemnification" section of this SPA, Provider must maintain in force, during the full term of the SPA, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $10,000,000 each occurrence and $20,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than $10,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Provider's profession, with limits not less than $10,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Provider shall be permitted to use umbrella or excess coverage to meet the required limits for insurance in this section.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this SPA, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Provider shall maintain such coverage continuously throughout the term of this SPA and, without lapse, for a period of three years beyond the expiration of this SPA, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the SPA, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this SPA, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this SPA, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this SPA effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Provider shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Provider's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents and subcontractors.

5.1.9 If Provider will use any subcontractor(s) to provide Services, Provider shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Provider as additional insureds.

5.1.10 City may, in its sole discretion, choose to reconsider the amounts and coverages above and require amendment of this SPA to update such amounts and coverages during the term of the SPA. Provider's execution of an amendment to this SPA to put changes to these amounts and coverages in effect shall not be withheld.

5.2 **General Indemnification.**

5.2.1 Provider shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all third party claims for loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person (including but not limited to patient and/or patient's relative's claims for damages arising from medical malpractice), or loss of or damage to property, arising directly or indirectly from Provider's performance of this SPA, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this SPA and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City, in which case damages will be apportioned under the California doctrine of comparative fault. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related third party costs that the City necessarily incurs.

5.2.2 In addition to Provider's obligation to indemnify City, Provider specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, while such claim is in effect, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Provider by City and continues at all times thereafter.

5.3 **Infringement Indemnification.**

Provider shall indemnify and hold the City harmless from all third party claims, loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of United States patent rights, or any copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons, arising directly or indirectly from Provider's performance of this SPA.

Article 6 Liability of the Parties

6.1 **City's Liability Limit. (RESERVED)**

6.2 Liability for Incidental and Consequential Damages. (RESERVED)

6.3 Liability for Use of Equipment.

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Provider, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Payment of Taxes (RESERVED FOR SFFD)

7.1 Provider Shall Collect and Remit Taxes.

Where required under applicable law, Provider shall collect and remit to City all applicable taxes in compliance with the City's Business and Tax Regulations Code. Provider shall provide such records to City as City may require to confirm its compliance with these requirements.

7.2 Possessory Interest Tax.

Provider understands that this SPA may create a possessory interest subject to property taxation and that Provider may be subject to the payment of such taxes.

Article 8 Termination and Default

8.1 Probation, Suspension, and/or Termination for Default; Remedies.

The City may terminate this SPA for material breach by Provider, including but not limited to, as detailed in the LEMSA's "Pre-Hospital Provider Standards" policy. Failure to comply with the terms of this SPA, local policies and protocols, and all applicable laws and regulations as determined by the LEMSA, may result in probation, suspension, or termination of Provider's authorization to operate in the LEMSA EMS service area. In the event that Provider defaults in the performance of any duties or obligations hereunder and the default or breach has not been cured within thirty (30) calendar days of receipt of written notice of default, such failure shall be cause for the LEMSA to effect any of the following, acting in its sole discretion: Revocation of Provider's Certificate of Operation and/or Ambulance Permit; placing Provider on probation with a LEMSA approved corrective action plan; suspension of Provider's Services under this Agreement; and/or termination of this Agreement.

8.2 Non-Waiver of Rights.

The omission by the City at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by Provider at the time designated, shall not be a waiver of any such default or right to which the City is entitled, nor shall it in any way affect the right of the City to enforce such provisions thereafter.

8.3 Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this SPA listed below, shall survive termination or expiration of this SPA:

Article 3	Audit
Article 5	Insurance and Indemnity
Article 6	Liability of Parties
Article 7	Payment of Taxes
Article 11	General Provisions
Article 13	Data and Security

Subject to the survival of the Sections identified above, if this SPA is terminated prior to expiration of the term specified in Article 2, this SPA shall be of no further force or effect.

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference (RESERVED FOR SFFD)

10.1 Laws Incorporated by Reference.

Provider represents and warrants that it will comply with all applicable laws and regulations in performing the Services. Subject to the foregoing, the full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this SPA. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the SPA ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 Conflict of Interest.

By executing this SPA, Provider certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this SPA.

10.3 Consideration of Salary History.

Provider shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Provider is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this SPA or in furtherance of this SPA, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Provider is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Provider is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.4 Nondiscrimination Requirements

Provider does not as of the date of this SPA, and will not during the term of this SPA, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition, marital status, or citizenship, or otherwise, including in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

10.5 **Minimum Compensation Ordinance.**

Provider shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Provider is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Provider is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this SPA, Provider certifies that it is in compliance with Chapter 12P.

10.6 **Health Care Accountability Ordinance.**

Provider shall comply with San Francisco Administrative Code Chapter 12Q. For each Covered Employee, Provider shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Provider chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Provider is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Provider shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.7 **Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Provider to remove from performance of services under this SPA personnel of any Provider who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this SPA "controlled substance" includes cannabis and derivative products.

10.8 **Consideration of Criminal History in Hiring and Employment Decisions**

10.8.1 Provider agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Provider/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this SPA as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Provider is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this SPA shall have the meanings assigned to such terms in Chapter 12T.

10.8.2 The requirements of Chapter 12T shall only apply to a Provider's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this SPA, shall apply only to applicants and employees who would be or are performing work in furtherance of this SPA, and shall apply when the physical location of the employment or prospective employment of

an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.9 Food Service Waste Reduction Requirements.

Provider shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.10 Distribution of Beverages and Water. (RESERVED)

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this SPA, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Manager, San Francisco EMS Agency City and County of San Francisco 90 Van Ness Ave, San Francisco, CA 94102 415-487-5018 andrew.holcomb@sfdph.org
To Provider:	American Medical Response West 1300 Illinois Street San Francisco, CA 94107 Attention: Regional Director Law Department C/O American Medical Response, Inc. 6363 S. Fiddlers Green Circle, Suite 1500 Greenwood Village, Co 80111 legal@amr.net

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Provider shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved.

11.4 Sunshine Ordinance.

Provider acknowledges that this SPA and all records related to its formation, Provider's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code

Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this SPA.

This SPA may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," except by written instrument executed by the Parties and approved in the same manner as this SPA.

11.6 Dispute Resolution Procedure.

11.6.1 The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this SPA in accordance with the LEMSA's "Pre-Hospital Provider Standards" policy.

11.6.2 During the course of any Dispute Resolution process, Provider shall comply with all directives issued by the LEMSA. In the event that the LEMSA identifies a deficiency that LEMSA acting in its sole discretion determines may cause a threat to public health and/or safety, the LEMSA may issue a written probation and/or suspension notice to the Provider. Upon receipt, the Provider shall immediately comply with the terms of that notice. If the notice calls for suspension, Provider shall immediately suspend Services under this SPA until the LEMSA verifies that Provider has implemented all required corrections. Provider's failure to implement all required corrections as determined by the LEMSA acting in its sole discretion may result in termination of this SPA for default.

11.7 Government Code Claim Requirement.

No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this SPA shall operate to toll, waive or excuse Provider's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.8 Agreement Made in California; Venue.

The formation, interpretation and performance of this SPA shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this SPA shall be in San Francisco.

11.9 Construction.

All paragraph captions are for reference only and shall not be considered in construing this SPA.

11.10 Entire Agreement.

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This SPA may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.11 Compliance with Laws.

Provider shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Provider's

performance of this SPA, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.12 **Severability.**

Should the application of any provision of this SPA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this SPA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.13 **Order of Precedence.**

Provider agrees to perform the services described below in accordance with the terms and conditions of this SPA, and the Statement of Work attached as Appendix A. The terms of this SPA are to be read and interpreted together with all other documents, appendices, exhibits, and addenda attached to the SPA as a single agreement.

11.14 **Notification of Legal Requests.**

Provider shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to this SPA, and in no event later than 24 hours after it receives the request.

Article 12 Department Specific Terms

12.1 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this SPA, and no action to enforce the terms of this SPA may be brought against either party by any person who is not a party hereto.

12.2 **Exclusion Lists and Employee Verification.**

Upon execution of this SPA and monthly thereafter, Provider will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) Provider's program or agency. Proof of checking these lists must be retained for seven years.

Article 13 Data and Security

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 If this SPA requires City to disclose "Private Information" to Provider within the meaning of San Francisco Administrative Code Chapter 12M, Provider and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this SPA and only as necessary in performing the Services. Provider is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses

proprietary or confidential information to Provider, such information must be held by Provider in confidence and used only in performing the SPA, except as required by law, professional rule or regulation. Provider shall exercise the same standard of care to protect such information as a reasonably prudent Provider would use to protect its own proprietary or confidential information.

13.2 **Business Associate Agreement.**

The City represents that it is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

In accordance with applicable laws, the parties acknowledge that Provider will:

1. ☒ Do **at least one** or more of the following:
A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Provider does not view the PHI or only does so on a random or infrequent basis); or

B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS SPA, PROVIDER IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. PROVIDER MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS SPA AS THOUGH FULLY SET FORTH HEREIN:

a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
   1. SFDPH Attestation 1 PRIVACY (06-07-2017)
   2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **<u>NOT</u> do any of the activities listed above in subsection 1;**
Provider is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this SPA.
<u>This option requires review and approval from the Office of Compliance and Privacy Affairs.</u>

13.3 **Protected Health Information.**

Provider and all agents and employees Provider shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Provider by City in the performance of this SPA. Provider agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of

action, based on an impermissible use or disclosure of protected health information given to Provider or its subcontractors or agents by City, Provider shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 14 Data and Security

14.1 City Data

14.1.1 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

14.1.2 **Use of City Data**. Nothing herein shall be construed to confer any license or right to the City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Provider.

14.1.3 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Provider that relate to the protection of the security, confidentiality, or integrity of City Data, Provider shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

14.1.4 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

14.1.5 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the SPA. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this SPA, unless otherwise permitted in this SPA. The Provider shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 15 MacBride And Signature

15.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this SPA. By signing this SPA, Provider confirms that Provider has read and understood that

the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this SPA on the day first mentioned above.

City

San Francisco Department of Public Health

DocuSigned by:
Greg Wagner
28527524752940F...
7/13/2020 | 12:00:08 PDT

Grant Colfax, MD
Director of Health

Provider

American Medical Response West

DocuSigned by:
Thomas Wagner
3781CF687C684A8...
7/1/2020 | 12:10:37 PDT

Thomas R. Wagner, West Group President

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Louise Simpson
BD54168A4C3B452...
7/7/2020 | 12:18:12 PDT

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work
B: Business Associate Agreement

Appendix A

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED SERVICE PROVIDER:

Approved service Providers authorized to participate in the LEMSA EMS system shall perform as follows:

(1) (911 Providers, only) Provide emergency medical service response on a continuous twenty-four (24) hours per day basis, unless otherwise specified by the LEMSA.

(2) Utilize and maintain telecommunications as specified by the LEMSA.

(3) Maintain medication solution, medical supplies, and equipment inventory as specified by the LEMSA commensurate with the basic and local optional scope of practice of the paramedic and EMT.

(A) Ensure that security mechanisms and procedures are established for controlled substances, including, but not limited to:

1. controlled substance ordering and order tracking;

2. controlled substance receipt and accountability;

3. controlled substance master supply storage, security and documentation;

4. controlled substance labeling and tracking;

5. vehicle storage and security;

6. usage procedures and documentation;

7. reverse distribution;

8. disposal;

9. re-stocking procedures.

(B) Ensure that mechanisms for investigation and mitigation of suspected tampering or diversion are established, including, but not limited to;

10. controlled substance testing;

11. discrepancy reporting;

12. tampering, theft and diversion prevention and detection;

13. usage audits.

(5) Be responsible for assessing and ensuring current knowledge of their paramedics and EMTs in local policies, procedures and protocols and for assessing their EMT and/or paramedics' skills competency. Documentation of assessment results shall be made available to the LEMSA.

(6) If, through the EMSQIP the LEMSA Medical Director determines that an EMT and/or paramedic needs additional training, observation or testing, the LEMSA Medical Director may create a specific and targeted program of remediation based upon the identified needs of the EMT and/or paramedic. If there is disagreement between the Provider and the LEMSA Medical Director, the decision of the LEMSA Medical Director shall prevail.

Provider understands and agrees that the LEMSA may deny, suspend, or revoke the approval of a service Provider for failure to comply with applicable policies, procedures, and regulations.

(7) Provider shall employ a Provider Medical Director who must be approved, in writing, by the LEMSA Medical Director.

II. BENEFITS GRANTED BY LEMSA TO PROVIDER

1. Boundaries:

Provider may provide ALS and/or BLS Ground Ambulance Services based upon a Certification of Operation, within the defined boundaries of the City and County of San Francisco (LEMSA EMS service area), to include Treasure Island, the Golden Gate National Recreational Area, and other Federal property within the contiguous borders of the LEMSA EMS service area, notwithstanding entry restrictions placed by Federal jurisdiction, during the period of this SPA. The ALS and/or BLS Ground Ambulance Services shall include Site to Facility patient transports, as well as Facility to Facility transports, originating from a private request and responses to 9-1-1 calls.

2. Availability of 9-1-1 Ambulances:

a) All 9-1-1 Providers shall ensure a minimum of two ambulances available to the 9-1-1 system twenty-four (24) hours per day, 365 days per year plus ambulance transport may include no more than 5 transports per month to cover unfilled service calls for patients being cared for within the DPH system.

b) Within 90 days after execution of the SPA, and t least annually thereafter, the LEMSA will notify Providers of the minimum overall number of staffed ambulances needed to meet the EMS system demand ("System Demand Analysis")

c) Within 90 days after execution of this SPA, and annually within 90 days of receipt of the System Demand Analysis, each 9-1-1 Provider shall provide their minimum Ambulance Deployment and Staffing Plan to the LEMSA, which shall be binding until receipt of the City's next System Demand Analysis.

d) Immediately upon the commencement of Services under this SPA, each Provider shall provide the LEMSA its daily staffing report.

3. City Facilities (Zuckerberg San Francisco General and Laguna Honda Hospital)

The LEMSA urges all Providers to respond to all Requests for Proposals issued by the San Francisco Department of Public Health for as-needed non-emergency services for Zuckerberg San Francisco General Hospital, Laguna Honda Hospital, the San Francisco Department of Public Health clinics, and other contracted Facilities, as well as urging City Providers to perform inter-Facility transports.

4. SPA Committees:

All Providers shall participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following SPA Committees which shall be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a) Emergency Medical Services Advisory Committee

b) Medical Director's Committee

c) Operations Committee

d) Quality Improvement Committee

e) Trauma Committee

f) STAR Committee

g) Stroke Committee

h) Other Committees determined by the LEMSA

Ambulance Provider membership is listed in LEMSA Policy 1010.

5. Report of ALS Provider Status:

Upon request from any entity, including insurance companies, fiscal intermediaries, and other third party payers, LEMSA will identify currently authorized ALS Providers as an authorized Provider of ALS service, pursuant to California Code of Regulations, Title 22, Section, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168.

6. Coordination of EMS Mutual Aid Requests:

a) Outgoing 9-1-1 EMS Mutual Aid will be coordinated by the Medical Health Operational Area Coordinator (MHOAC) and will be planned in consultation with the LEMSA to minimize impact on the SF EMS System.

b) Incoming 9-1-1 EMS Mutual Aid assets will be requested by LEMSA through the MHOAC for state and regional resources. These EMS assets will be assigned to appropriate task forces, strike teams, or other assignments as determined necessary by the LEMSA in compliance with the emergency management practices outlined in LEMSA Policies and Protocols.

c) Intra-county mutual aid shall be authorized and requested by the LEMSA when the 9-1-1/PSAP generated demand exceeds, or is anticipated to exceed, the capacity of the 9-1-1/PSAP authorized ALS Providers, as determined by the LEMSA.

7. Non-Transport Treatment Fee:

The San Francisco Fire Department is authorized by local ordinance to charge a fee for on-scene treatment without a transport to a hospital. King-American Ambulance Company and American Medical Response West are authorized to charge a non-transport fee in an amount sufficient to cover the reasonable cost of this service and is agreed upon by the LEMSA.

III. OBLIGATIONS OF PROVIDER

1. Mutual Aid:

LEMSA may request mutual aid EMS resources during situations requiring additional EMS resources. Provider may provide resources, at the request of the LEMSA, in such numbers and durations as determined to be in the interest of the LEMSA**.**

2. Automatic Aid Provision:

With approval of the LEMSA, Providers may dispatch up to five ambulances and one paramedic supervisor (known as an Ambulance Strike Team), to a request for immediate aid from any geopolitical entity in California, upon approval of the appropriate manager from that Provider. The Provider shall notify the LEMSA once they have deployed single assets or an Ambulance Strike Team so that system adjustments may be made, if necessary.

3. Performance Standards

a) Provider shall adhere to all requirements of state laws and regulations pertaining to the provision of EMS.

b) Provider shall adhere to City laws as set forth in San Francisco Health Code Articles 3 and 14, including any and all amendments thereto, if any, whether enacted before or during the term of this SPA and any extensions.

c) Provider shall adhere to all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d) Provider shall use the SEMS and the NIMS in the performance of all emergency services rendered under this SPA.

4. Document Review and Retention

a) All records maintained pursuant to this SPA, including but not limited to patient care, staffing, operations, fiscal and quality improvement records, dispatch logs, training records, vehicle maintenance records, controlled substance logs, Medicare compliance records, and all other records relating to its Services (California Health & Safety Code Section 1797.227) shall be available for inspections, audit, or examination by LEMSA or by their designated representatives, consistent with federal, state and local confidentiality and privacy laws, and shall be preserved by Provider for at least three (3) years from the termination of this SPA.

b) All patient contacts, treatments, and interactions shall be documented by Provider, and, if a patient is transported to a Facility, sent with the patient to the Facility.

c) Upon execution of this SPA, Providers shall provide LEMSA and/or LEMSA's third-party designee an unfiltered and unaltered data stream and full access to each patient's Medical Record and Computer Aided Dispatch ("CAD") (California Health & Safety Code Section 1797.227). Provider must use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the LEMSA. Provider must ensure that the electronic health record system can be integrated with the LEMSA's data system, so that the LEMSA may collect data from the provider.

d) Upon LEMSA request, Provider shall prepare and submit written reports on incidents based on Services provided under this SPA.

e) Provider shall submit monthly operation reports to the LEMSA, by the last day of the following month, in a form prescribed by the LEMSA.

f) Provider shall provide additional information and reports as requested by the LEMSA to monitor Provider performance, including but not limited to reports regarding response intervals, staffing, skilled intervention and/or performance reports, core measures reports/data, policy compliance reports, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion..

5. Disaster Preparedness

a) Provider shall annually participate in a least one system-wide discussion based exercise and one system-wide functional exercise per calendar year to benefit coordination among Providers, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b) Provider shall ensure staff, with appropriate authority to act on the behalf of Provider, are present in the City's Emergency Operations Center (EOC) when requested by LEMSA during activations or exercises involving Provider.

6. Incident Reporting

Provider shall file or caused to be filed, an Incident Report form consistent with LEMSA Policy in each instance as required by the LEMSA within timeframe reporting requirements as set forth in LEMSA policies.

7. Inspection Standards

Parties acknowledge and agree that inspection standards are governed by San Francisco Health Code Article 14, or any successor provisions.

8. Field Personnel Communication Standards

a) Provider shall post LEMSA notices and bulletins at all employee locations.

b) Provider shall require, through written policy, all personnel to have knowledge of, and follow, LEMSA Policies, Procedures and Protocols, and Directives.

c) Provider shall:

i. Ensure and assess that all EMT's and EMT-P's are trained in LEMSA policies, procedures, and protocols. Such training shall include cognitive, motor and retention skills that allow employees to properly perform EMS duties; and

ii. Provide at each Provider location, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

iii. Submit compliance reports quarterly to the LEMSA.

9. Fatigue Prevention

a) Provider shall develop and implement policies acceptable to LEMSA to minimize fatigue by EMT-Ps and EMTs.

b) Provider shall comply with California Code of Regulations Title 13, Section 1105 (e), which states: Driver Conditions: No person shall drive or be directed to drive an ambulance, when his/her ability to operate the ambulance safely is adversely affected by fatigue, illness or other cause nor when the vehicle is unsafe to operate.

c) Provider has informed, and agrees to continue to inform, employees of the regulation and will not retaliate against those complaining of fatigue, illness, or other cause that may affect that employee's ability to operate an ambulance safely.

10. Protected Patient Information

Provider shall comply with all federal and state patient privacy laws, and shall have and enforce a policy that prohibits Provider's employees from inappropriate sharing of protected patient

information to include sharing via personal communication devices, social media, and any other form of data transmission.

11. Prohibition on Alcohol and Drug Use

Provider shall have and enforce a policy that prohibits Provider's employees from performing any ALS or BLS service under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit Provider's employees from performing such services under the influence of any other substances, including prescription or non-prescription medication, which impairs their physical or mental performance.

12. Reporting of EMT and EMT-Paramedic Violations

Provider shall comply fully and timely with the reporting requirements of California Health and Safety Code Section, Division 2.5, Sections 1798.200, 1799.112, and LEMSA policies and protocols. Provider shall notify the LEMSA Medical Director within 24 hours when an allegation has been validated as a potential violation of 1798.200. Supporting documentation shall be provided within 72 hours. Notification shall be made to the LEMSA within 24 hours if an EMT and/or EMT-P is removed from patient care or resigns for an investigation based on evidence for disciplinary cause or reason.

16. LEMSA Emergency Medical Services Quality Improvement Program

Provider must participate in the LEMSA's EMSQIP as required by California Code of Regulations, Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168.

17. Infection Control, Health and Safety:

a) Provider must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

b) Provider must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

c) Provider must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

d) Provider is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

e) Provider shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

f) Provider shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

g) Provider assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

h) Provider shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

18. Aerosol Transmissible Disease Program, Health and Safety:

Provider must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

19. Regional Training

Provider shall designate a minimum of one dedicated part-time staff member, hours based on need, to participate in LEMSA's regional training program to develop, teach, and implement consistent and quality prehospital education based upon LEMSA strategic objectives and quality improvement initiatives.

APPENDIX B

San Francisco Department of Public Health

Business Associate Agreement

As applicable, this Business Associate Agreement ("BAA") supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity ("CE"), and Contractor, the Business Associate ("BA") (the "Agreement"). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the

Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to

provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to

what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

APPENDIX B

San Francisco Department of Public Health

Business Associate Agreement

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017
Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	

PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors.

	DOES YOUR ORGANIZATION…	Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?		
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?		
	If yes: Name & Title:		
	Phone #:		
	Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]		
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information?		
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so **AND** that health information is **only transferred or created on encrypted devices approved by SFDPH Information Security staff**?		

II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.

	If Applicable: DOES YOUR ORGANIZATION…	Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?		
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?		

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	

IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

Contractor Name:		Contractor City Vendor ID	

DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors.

	DOES YOUR ORGANIZATION…							**Yes**	**No***
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]								
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?								
	Date of last Data Security Risk Assessment/Audit:								
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:								
C	Have a formal Data Security Awareness Program?								
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?								
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?								
	If yes:	Name & Title:		Phone #		Email:			
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]								
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]								
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information?								
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?								

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	

III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

City and County of San Francisco
San Francisco Department of Public Health
Emergency Medical Services Division
90 Van Ness Avenue
San Francisco, California 94102

Agreement between the City and County of San Francisco, acting by and through its Department of Public Health and Allied Medical Services of California D.B.A. King-American Ambulance Company

TABLE OF CONTENTS

This emergency Service Provider Agreement ("SPA") is made this 1st day of July, 2020 in the City and County of San Francisco, State of California, by and between Allied Medical Services of California D.B.A. King-American Ambulance Company ("Provider") and the City and County of San Francisco, acting by and through its Depaartment of Public Health.

Recitals

WHEREAS, the San Francisco Department of Public Health is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code Section 1797.200; and

WHEREAS, Provider possesses all requisite LEMSA approvals to participate in the LEMSA Emergency Medical Services ("EMS") system, including a current and valid Certificate of Operation and when necessary an Ambulance Permit, in accordance with San Francisco Health Code Article 14; and

WHEREAS, the San Francisco Emergency Medical Services Plan authorizes Provider to provide Advanced Life Support ("ALS"), Basic Life Support ("BLS"), and/or Special Ambulance Services within the LEMSA EMS service area; and

WHEREAS, California Code of Regulations, Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168(b)(4), requires that authorized paramedic service Providers have a written service provider agreement ("SPA") with the LEMSA allowing the Provider to participate in the LEMSA EMS system and obligating the Provider to comply with all State regulations and local policies and procedures, including participation in the LEMSA's Emergency Medical Services Quality Improvement Program ("EMSQIP"); and

WHEREAS, the Parties wish to enter into this written SPA in compliance with Section 100168(b)(4), when required, or otherwise as required by the LEMSAs;

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this SPA:

1.1. **"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 department or other medical staff of that hospital, as defined by California Health and Safety Code, Division 2.5, Section 1797.52, including the scope of practice of Paramedic as listed in Section 1797.52 and any LEMSA approved Local Optional Scope of Practice.

1.2. **"ALS Ground Ambulance Services"** means the provision of advanced life support services provided in an ambulance by an authorized ALS Provider pursuant to a Service Provider Agreement (SPA) consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and LEMSA policies and procedures.

1.3. **"Ambulance Permit"** means a permit issued by LEMSA's Medical Director for an ambulance or routine medical transport vehicle pursuant to the San Francisco Health Code, Article 14. This permit is required to operate an ambulance or routine medical transport vehicle within the City and County of San Francisco.

1.4. **"Authorized ALS Ambulance Provider"** means an ambulance Provider that is authorized to provide ALS ambulance services within the City pursuant to a Service Provider Agreement with the LEMSA.

1.5. **"Basic Life Support (BLS)"** means emergency first aid and cardiopulmonary resuscitation procedures, which at a minimum, include: recognizing respiratory arrest and application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim can be transported or until advanced life support is available, as defined by California Health and Safety Code, Division 2.5, Section 1797.60, including the basic scope of practice as listed in Section 1797.60 and any LEMSA approved Local Optional Scope of Practice.

1.6. **"Authorized BLS Ambulance Provider"** means an ambulance Provider that is authorized, staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, the City Ambulance Ordinance, and LEMSA Policies, Procedures and Protocols.

1.7. **"Certificate of Operation"** means a Certificate issued under San Francisco Health Code Article 14 by the LEMSA Medical Director to a Provider who qualifies to operate an ambulance in the City. To qualify for a Certificate of Operation, the Provider must hold three valid and current Ambulance Permits.

1.8. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.9. **"Emergency Medical Personnel"** means all public safety first responders, Emergency Medical Dispatchers, EMTs and EMT-Ps functioning within the emergency medical services system.

1.10. **"Emergency Medical Services Quality Improvement Program (EMSQIP)"** means the continuing quality improvement program, procedures and protocol documents developed by the LEMSA.

1.11. **"Emergency Medical Technician (EMT)"** means an individual trained in all facets of basic life support according to standards prescribed by California Health and Safety Code, Division 2.5, Section 1797.80, and who has a valid certification issued pursuant to said division and local training as required by LEMSA.

1.12. **"Emergency Medical Technician – Paramedic (EMT-P)"** means an individual whose scope of practice is to provide advanced life support governed by standards prescribed by California Health and Safety Code, Division 2.5, Section 1797.84, and who has a valid license issued pursuant to said division and local accreditation as required by LEMSA.

1.13. **"Facility"** means a location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is physically present and assessed the patient's need for LEMSA.

1.14. **"Ground Ambulance Services"** means all ambulance services performed at the request of and determined to be either a Code Two or Code Three level response by an Authorized LEMSA Dispatch Center.

1.15. **"LEMSA Medical Director"** means the San Francisco Director of Health, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.16. **"Medical Emergency"** means the term used to denote a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at a designated LEMSA Dispatch Center.

1.17. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Provider and included in Provider's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.18. **"National Incident Management System (NIMS)"** means the incident management system developed by the US Department of Homeland Security, FEMA, as required by Homeland Security Presidential Directive 5 (HSPD-5).

1.19. **"Primary Public Safety Answering Point (PSAP)"** means the location where the 911 call is first answered.

1.20. **"Provider Program Director"** means the Medical Director of the Provider.

1.21. **"Response Codes"** means the dispatch term which denotes the level of priority for units responding to the scene as defined herein:

a) **Code One** - Routine or schedule transportation of patients.
b) **Code Two** - A non-life threatening Medical Emergency requiring immediate response.
c) **Code Three** - A Medical Emergency requiring immediate response with red light and siren.

1.22. **"Services"** means the provision of any and all services under this SPA.

1.23. **"Site"** means a location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is NOT physically present and has NOT assessed the patient's need for LEMSA.

1.24. **"Special Ambulance Service"** means any unit-type, providing Emergency Medical Services and patient care that can be dispatched to a medical call without the ability to provide patient transport.

1.25. **"Standardized Emergency Management System (SEMS)**" means the standardized emergency management system identified in California Government Code, Section 8607.

Article 2 Term of the Agreement

2.1 **Initial Term.**

The term of this SPA shall commence on July 1, 2020 and expire five years later on June 30, 2025, unless earlier terminated as otherwise provided herein.

2.2 **Renewal of SPA.**

This SPA shall auto-renew for four additional one-year periods upon Provider's payment of all required Certificate of Operation and/or Ambulance Permit fees and conditioned on Provider's compliance with all Certificate of Operation and Ambulance Permit requirements. The renewed SPA shall automatically terminate should Provider fail to pay all required Certificate of Operation and/or Ambulance Permit fees.

Article 3 Audit

3.1 **Audit and Inspection of Records.**

Provider agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours, accurate books and records, including but not limited to patient care, staffing, operations, fiscal and quality improvement records, dispatch logs, training records, vehicle maintenance records, controlled substance logs, Medicare compliance records, and all other records relating to its Services (California Health & Safety Code Section 1797.227). Provider will permit City to audit, examine and make excerpts and transcripts from such books and records related to all matters covered by this SPA. Provider must use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the local EMS agency. Provider must ensure that the electronic health record system can be integrated with the LEMSA's data system, so that the LEMSA may collect data from the provider. To the extent required by applicable law or regulation, the State of California or any Federal agency having an interest in the subject matter of this SPA shall have the same rights as conferred upon City by this Section.

Article 4 Services and Resources

4.1 **Provider Shall Obtain All Necessary Permits and/or Approvals.**

4.1.1 Provider shall not commence the provision of any services under this SPA until all necessary permits and/or approvals have been issued. Specifically, before commencing work, Provider shall apply for and obtain from LEMSA a Certificate of Operation and when required an Ambulance Permit, and/or all other required regulatory permits and/or approvals in accordance with applicable law, including California Code of Regulations Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic); California Health and Safety Code, Division 2.5 (Emergency Medical Services); and San Francisco Health Code, Article 14 (Ambulances and Routine Medical Transport Vehicles). Nothing in this SPA is intended to imply that City will issue any permits and/or approvals.

4.1.2 Provider shall pay all fees required as a condition precedent to the issuance of any such permits and/or approvals in accordance with the applicable rates and charges then in effect as indicated in LEMSA's fee schedule. The payments made by Provider to City shall be less than or equal to the City's actual costs to provide the LEMSA administration and oversight services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. .

4.2 **Services Provider Agrees to Perform.**

Provider agrees to perform the services detailed in Appendix A, "Statement of Work." Officers and employees of the City are not authorized to request services beyond the scope listed in Appendix A.

4.3 **Qualified Personnel.**

Provider shall ensure all Emergency Medical Personnel are actively certified, licensed, and/or accredited in accordance with state and local policies and regulations in order to provide medical care as part of Provider services.

4.4 **Subcontracting.**

Excluding services for 9-1-1 calls, Provider may subcontract services to be performed under this SPA to other San Francisco LEMSA permitted service providers. For clarity 9-1-1 services may not be subcontracted.

4.5 **Assignment.**

The services to be performed by Provider are personal in character. Neither this SPA, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Provider. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **No Transfer of Certificate of Operation or Ambulance Permit.**

Each Certification of Operation and/or Ambulance Permit by the LEMSA is a privilege that is personal and specific to Provider. Neither a Certificate of Operation, an Ambulance Permit, nor any of the privileges conferred thereunder may be neither sold, conveyed, assigned, encumbered, nor otherwise transferred by Provider. Any attempt to sell, convey, assign, encumber or otherwise transfer a Certificate of Operation, any Ambulance Permit, or the privileges conferred thereunder may result in the City's termination of this SPA.

4.7 **Activities at Permittee's Expense.**

Any act that Provider performs under this SPA or applicable law shall be performed at Provider's expense and without cost to City, unless said Provider is a City agency or employee providing services under this SPA.

4.8 **Warranty.**

Provider warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this SPA as detailed in Appendix A (Statement of Work).

Article 5 Insurance and Indemnity (RESERVED FOR SFFD)

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Provider's liability pursuant to the "Indemnification" section of this SPA, Provider must maintain in force, during the full term of the SPA, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness.

(b) Combined Commercial General Liability and Professional Liability Insurance with limits not less than $4,000,000 each occurrence and $6,000,000 general aggregate for

Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and negligent acts, errors or omissions in connection with the Services.

(c) Commercial Automobile Liability Insurance with limits not less than $4,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Technology Errors and Omissions Liability coverage (RESERVED).

(e) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(f) Umbrella or Excess coverage shall be permitted to meet any of the insurance requirements in section.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this SPA, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Provider shall maintain such coverage continuously throughout the term of this SPA and, without lapse, for a period of three years beyond the expiration of this SPA, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the SPA, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this SPA, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this SPA, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this SPA effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Provider shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Provider's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents and subcontractors.

5.1.9 If Provider will use any subcontractor(s) to provide Services, Provider shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Provider as additional insureds.

5.1.10 City may, in its sole discretion, choose to reconsider the amounts and coverages above and require amendment of this SPA to update such amounts and coverages during the term of the SPA. Provider's execution of an amendment to this SPA to put changes to these amounts and coverages in effect shall not be withheld.

5.2 **General Indemnification.**

5.2.1 Provider shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all third party claims for loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person (including but not limited to patient and/or patient's relative's claims for damages arising from medical malpractice), or loss of or damage to property, arising directly or indirectly from Provider's performance of this SPA, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this SPA and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City, in which case damages will be apportioned under the California doctrine of comparative fault. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related third party costs that the City necessarily incurs.

5.2.2 In addition to Provider's obligation to indemnify City, Provider specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, while such claim is in effect, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Provider by City and continues at all times thereafter.

5.3 **Infringement Indemnification.**

Provider shall indemnify and hold the City harmless from all third party claims, loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of United States patent rights, or any copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons, arising directly or indirectly from Provider's performance of this SPA.

Article 6 Liability of the Parties

6.1 **City's Liability Limit. (RESERVED)**

6.2 **Liability for Incidental and Consequential Damages. (RESERVED)**

6.3 Liability for Use of Equipment.

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Provider, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Payment of Taxes (RESERVED FOR SFFD)

7.1 Provider Shall Collect and Remit Taxes.

Where required under applicable law, Provider shall collect and remit to City all applicable taxes in compliance with the City's Business and Tax Regulations Code. Provider shall provide such records to City as City may require to confirm its compliance with these requirements.

7.2 Possessory Interest Tax.

Provider understands that this SPA may create a possessory interest subject to property taxation and that Provider may be subject to the payment of such taxes.

Article 8 Termination and Default

8.1 Probation, Suspension, and/or Termination for Default; Remedies.

The City may terminate this SPA for material breach by Provider, including but not limited to, as detailed in the LEMSA's "Pre-Hospital Provider Standards" policy. Failure to comply with the terms of this SPA, local policies and protocols, and all applicable laws and regulations as determined by the LEMSA, may result in probation, suspension, or termination of Provider's authorization to operate in the LEMSA EMS service area. In the event that Provider defaults in the performance of any duties or obligations hereunder and the default or breach has not been cured within thirty (30) calendar days of receipt of written notice of default, such failure shall be cause for the LEMSA to effect any of the following, acting in its sole discretion: Revocation of Provider's Certificate of Operation and/or Ambulance Permit; placing Provider on probation with a LEMSA approved corrective action plan; suspension of Provider's Services under this Agreement; and/or termination of this Agreement.

8.2 Non-Waiver of Rights.

The omission by the City at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by Provider at the time designated, shall not be a waiver of any such default or right to which the City is entitled, nor shall it in any way affect the right of the City to enforce such provisions thereafter.

8.3 Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this SPA listed below, shall survive termination or expiration of this SPA:

Article 3	Audit
Article 5	Insurance and Indemnity
Article 6	Liability of Parties
Article 7	Payment of Taxes
Article 11	General Provisions
Article 13	Data and Security

Subject to the survival of the Sections identified above, if this SPA is terminated prior to expiration of the term specified in Article 2, this SPA shall be of no further force or effect.

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference (RESERVED FOR SFFD)

10.1 Laws Incorporated by Reference.

Provider represents and warrants that it will comply with all applicable laws and regulations in performing the Services. Subject to the foregoing, the full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this SPA. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the SPA ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 Conflict of Interest.

By executing this SPA, Provider certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this SPA.

10.3 Consideration of Salary History.

Provider shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Provider is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this SPA or in furtherance of this SPA, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Provider is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Provider is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.4 Nondiscrimination Requirements

Provider does not as of the date of this SPA, and will not during the term of this SPA, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition, marital status, or citizenship, or otherwise, including in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

10.5 **Minimum Compensation Ordinance.**

Provider shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Provider is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Provider is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this SPA, Provider certifies that it is in compliance with Chapter 12P.

10.6 **Health Care Accountability Ordinance.**

Provider shall comply with San Francisco Administrative Code Chapter 12Q. For each Covered Employee, Provider shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Provider chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Provider is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Provider shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.7 **Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Provider to remove from performance of services under this SPA personnel of any Provider who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this SPA "controlled substance" includes cannabis and derivative products.

10.8 **Consideration of Criminal History in Hiring and Employment Decisions**

10.8.1 Provider agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Provider/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this SPA as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Provider is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this SPA shall have the meanings assigned to such terms in Chapter 12T.

10.8.2 The requirements of Chapter 12T shall only apply to a Provider's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this SPA, shall apply only to applicants and employees who would be or are performing work in furtherance of this SPA, and shall apply when the physical location of the employment or prospective employment of

an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.9 Food Service Waste Reduction Requirements.

Provider shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.10 Distribution of Beverages and Water. (RESERVED)

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this SPA, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Manager, San Francisco EMS Agency City and County of San Francisco 90 Van Ness Ave, San Francisco, CA 94102 415-487-5018 andrew.holcomb@sfdph.org
To Provider:	Allied Medical Services of California D.B.A. King-American Ambulance Company 2570 Bush Street San Francisco, CA. 94115 Attn: Josh Nultemeier Title: Operations Manager/Chief Paramedic Email: SFMedic847@yahoo.com

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Provider shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved.

11.4 Sunshine Ordinance.

Provider acknowledges that this SPA and all records related to its formation, Provider's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this SPA.**

This SPA may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," except by written instrument executed by the Parties and approved in the same manner as this SPA.

11.6 **Dispute Resolution Procedure.**

11.6.1 The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this SPA in accordance with the LEMSA's "Pre-Hospital Provider Standards" policy.

11.6.2 During the course of any Dispute Resolution process, Provider shall comply with all directives issued by the LEMSA. In the event that the LEMSA identifies a deficiency that LEMSA acting in its sole discretion determines may cause a threat to public health and/or safety, the LEMSA may issue a written probation and/or suspension notice to the Provider. Upon receipt, the Provider shall immediately comply with the terms of that notice. If the notice calls for suspension, Provider shall immediately suspend Services under this SPA until the LEMSA verifies that Provider has implemented all required corrections. Provider's failure to implement all required corrections as determined by the LEMSA acting in its sole discretion may result in termination of this SPA for default.

11.7 **Government Code Claim Requirement.**

No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this SPA shall operate to toll, waive or excuse Provider's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.8 **Agreement Made in California; Venue.**

The formation, interpretation and performance of this SPA shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this SPA shall be in San Francisco.

11.9 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this SPA.

11.10 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This SPA may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.11 **Compliance with Laws.**

Provider shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Provider's performance of this SPA, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.12 **Severability.**

Should the application of any provision of this SPA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this SPA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.13 **Order of Precedence.**

Provider agrees to perform the services described below in accordance with the terms and conditions of this SPA, and the Statement of Work attached as Appendix A. The terms of this SPA are to be read and interpreted together with all other documents, appendices, exhibits, and addenda attached to the SPA as a single agreement.

11.14 **Notification of Legal Requests.**

Provider shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to this SPA, and in no event later than 24 hours after it receives the request.

Article 12 Department Specific Terms

12.1 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this SPA, and no action to enforce the terms of this SPA may be brought against either party by any person who is not a party hereto.

12.2 **Exclusion Lists and Employee Verification.**

Upon execution of this SPA and monthly thereafter, Provider will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) Provider's program or agency. Proof of checking these lists must be retained for seven years.

Article 13 Data and Security

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 If this SPA requires City to disclose "Private Information" to Provider within the meaning of San Francisco Administrative Code Chapter 12M, Provider and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this SPA and only as necessary in performing the Services. Provider is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Provider, such information must be held by Provider in confidence and used only in performing the SPA, except as required by law, professional rule or

regulation. Provider shall exercise the same standard of care to protect such information as a reasonably prudent Provider would use to protect its own proprietary or confidential information.

13.2 **Business Associate Agreement.**

The City represents that it is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

In accordance with applicable laws, the parties acknowledge that Provider will:

1. ☒ Do **at least one** or more of the following:
A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Provider does not view the PHI or only does so on a random or infrequent basis); or

B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS SPA, PROVIDER IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. PROVIDER MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS SPA AS THOUGH FULLY SET FORTH HEREIN:

a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
   1. SFDPH Attestation 1 PRIVACY (06-07-2017)
   2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**
Provider is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this SPA.
This option requires review and approval from the Office of Compliance and Privacy Affairs.

13.3 **Protected Health Information.**

Provider and all agents and employees Provider shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Provider by City in the performance of this SPA. Provider agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Provider or its subcontractors or agents by City, Provider shall indemnify City for the amount of such fine or

penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 14 Data and Security

14.1 City Data

14.1.1 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

14.1.2 **Use of City Data**. Nothing herein shall be construed to confer any license or right to the City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Provider.

14.1.3 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Provider that relate to the protection of the security, confidentiality, or integrity of City Data, Provider shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

14.1.4 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

14.1.5 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the SPA. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this SPA, unless otherwise permitted in this SPA. The Provider shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 15 MacBride And Signature

15.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this SPA. By signing this SPA, Provider confirms that Provider has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to

abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this SPA on the day first mentioned above.

City

San Francisco Department of Public Health

DocuSigned by:
Greg Wagner 7/13/2020 | 12:00:30 PDT
28527524752949F...

Grant Colfax, MD
Director of Health

Provider

Allied Medical Services of California
D.B.A. King-American Ambulance Company

DocuSigned by:
Josh Nultemeier 7/1/2020 | 1:45:56 PDT
5C9BFEEE90ED46C...

Josh Nultemeier
Operations Manager/Chief Paramedic

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Louise Simpson 7/7/2020 | 11:55:53 PDT
BD54168A4C3B452...

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work
B: Business Associate Agreement

Appendix A

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED SERVICE PROVIDER:

Approved service Providers authorized to participate in the LEMSA EMS system shall perform as follows:

(1) (911 Providers, only) Provide emergency medical service response on a continuous twenty-four (24) hours per day basis, unless otherwise specified by the LEMSA.

(2) Utilize and maintain telecommunications as specified by the LEMSA.

(3) Maintain medication solution, medical supplies, and equipment inventory as specified by the LEMSA commensurate with the basic and local optional scope of practice of the paramedic and EMT.

(A) Ensure that security mechanisms and procedures are established for controlled substances, including, but not limited to:

1. controlled substance ordering and order tracking;

2. controlled substance receipt and accountability;

3. controlled substance master supply storage, security and documentation;

4. controlled substance labeling and tracking;

5. vehicle storage and security;

6. usage procedures and documentation;

7. reverse distribution;

8. disposal;

9. re-stocking procedures.

(B) Ensure that mechanisms for investigation and mitigation of suspected tampering or diversion are established, including, but not limited to;

10. controlled substance testing;

11. discrepancy reporting;

12. tampering, theft and diversion prevention and detection;

13. usage audits.

(5) Be responsible for assessing and ensuring current knowledge of their paramedics and EMTs in local policies, procedures and protocols and for assessing their EMT and/or paramedics' skills competency. Documentation of assessment results shall be made available to the LEMSA.

(6) If, through the EMSQIP the LEMSA Medical Director determines that an EMT and/or paramedic needs additional training, observation or testing, the LEMSA Medical Director may create a specific and targeted program of remediation based upon the identified needs of the EMT and/or paramedic. If there is disagreement between the Provider and the LEMSA Medical Director, the decision of the LEMSA Medical Director shall prevail.

Provider understands and agrees that the LEMSA may deny, suspend, or revoke the approval of a service Provider for failure to comply with applicable policies, procedures, and regulations.

(7) Provider shall employ a Provider Medical Director who must be approved, in writing, by the LEMSA Medical Director.

II. BENEFITS GRANTED BY LEMSA TO PROVIDER

1. Boundaries:

Provider may provide ALS and/or BLS Ground Ambulance Services based upon a Certification of Operation, within the defined boundaries of the City and County of San Francisco (LEMSA EMS service area), to include Treasure Island, the Golden Gate National Recreational Area, and other Federal property within the contiguous borders of the LEMSA EMS service area, notwithstanding entry restrictions placed by Federal jurisdiction, during the period of this SPA. The ALS and/or BLS Ground Ambulance Services shall include Site to Facility patient transports, as well as Facility to Facility transports, originating from a private request and responses to 9-1-1 calls.

2. Availability of 9-1-1 Ambulances:

a) All 9-1-1 Providers shall ensure a minimum of two ambulances available to the 9-1-1 system twenty-four (24) hours per day, 365 days per year plus ambulance transport may include no more than 5 transports per month to cover unfilled service calls for patients being cared for within the DPH system.

b) Within 90 days after execution of the SPA, and t least annually thereafter, the LEMSA will notify Providers of the minimum overall number of staffed ambulances needed to meet the EMS system demand (“System Demand Analysis”)

c) Within 90 days after execution of this SPA, and annually within 90 days of receipt of the System Demand Analysis, each 9-1-1 Provider shall provide their minimum Ambulance Deployment and Staffing Plan to the LEMSA, which shall be binding until receipt of the City’s next System Demand Analysis.

d) Immediately upon the commencement of Services under this SPA, each Provider shall provide the LEMSA its daily staffing report.

3. City Facilities (Zuckerberg San Francisco General and Laguna Honda Hospital)

The LEMSA urges all Providers to respond to all Requests for Proposals issued by the San Francisco Department of Public Health for as-needed non-emergency services for Zuckerberg San Francisco General Hospital, Laguna Honda Hospital, the San Francisco Department of Public Health clinics, and other contracted Facilities, as well as urging City Providers to perform inter-Facility transports.

4. SPA Committees:

All Providers shall participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following SPA Committees which shall be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a) Emergency Medical Services Advisory Committee

b) Medical Director’s Committee

c) Operations Committee

d) Quality Improvement Committee

e) Trauma Committee

f) STAR Committee

g) Stroke Committee

h) Other Committees determined by the LEMSA

Ambulance Provider membership is listed in LEMSA Policy 1010.

5. Report of ALS Provider Status:

Upon request from any entity, including insurance companies, fiscal intermediaries, and other third party payers, LEMSA will identify currently authorized ALS Providers as an authorized Provider of ALS service, pursuant to California Code of Regulations, Title 22, Section, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168.

6. Coordination of EMS Mutual Aid Requests:

a) Outgoing 9-1-1 EMS Mutual Aid will be coordinated by the Medical Health Operational Area Coordinator (MHOAC) and will be planned in consultation with the LEMSA to minimize impact on the SF EMS System.

b) Incoming 9-1-1 EMS Mutual Aid assets will be requested by LEMSA through the MHOAC for state and regional resources. These EMS assets will be assigned to appropriate task forces, strike teams, or other assignments as determined necessary by the LEMSA in compliance with the emergency management practices outlined in LEMSA Policies and Protocols.

c) Intra-county mutual aid shall be authorized and requested by the LEMSA when the 9-1-1/PSAP generated demand exceeds, or is anticipated to exceed, the capacity of the 9-1-1/PSAP authorized ALS Providers, as determined by the LEMSA.

7. Non-Transport Treatment Fee:

The San Francisco Fire Department is authorized by local ordinance to charge a fee for on-scene treatment without a transport to a hospital. King-American Ambulance Company and American Medical Response West are authorized to charge a non-transport fee in an amount sufficient to cover the reasonable cost of this service and is agreed upon by the LEMSA.

III. OBLIGATIONS OF PROVIDER

1. Mutual Aid:

LEMSA may request mutual aid EMS resources during situations requiring additional EMS resources. Provider may provide resources, at the request of the LEMSA, in such numbers and durations as determined to be in the interest of the LEMSA**.**

2. Automatic Aid Provision:

With approval of the LEMSA, Providers may dispatch up to five ambulances and one paramedic supervisor (known as an Ambulance Strike Team), to a request for immediate aid from any geopolitical entity in California, upon approval of the appropriate manager from that Provider. The Provider shall notify the LEMSA once they have deployed single assets or an Ambulance Strike Team so that system adjustments may be made, if necessary.

3. Performance Standards

a) Provider shall adhere to all requirements of state laws and regulations pertaining to the provision of EMS.

b) Provider shall adhere to City laws as set forth in San Francisco Health Code Articles 3 and 14, including any and all amendments thereto, if any, whether enacted before or during the term of this SPA and any extensions.

c) Provider shall adhere to all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d) Provider shall use the SEMS and the NIMS in the performance of all emergency services rendered under this SPA.

4. Document Review and Retention

a) All records maintained pursuant to this SPA, including but not limited to patient care, staffing, operations, fiscal and quality improvement records, dispatch logs, training records, vehicle maintenance records, controlled substance logs, Medicare compliance records, and all other records relating to its Services (California Health & Safety Code Section 1797.227) shall be available for inspections, audit, or examination by LEMSA or by their designated representatives, consistent with federal, state and local confidentiality and privacy laws, and shall be preserved by Provider for at least three (3) years from the termination of this SPA.

b) All patient contacts, treatments, and interactions shall be documented by Provider, and, if a patient is transported to a Facility, sent with the patient to the Facility.

c) Upon execution of this SPA, Providers shall provide LEMSA and/or LEMSA's third-party designee an unfiltered and unaltered data stream and full access to each patient's Medical Record and Computer Aided Dispatch ("CAD") (California Health & Safety Code Section 1797.227). Provider must use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the LEMSA. Provider must ensure that the electronic health record system can be integrated with the LEMSA's data system, so that the LEMSA may collect data from the provider.

d) Upon LEMSA request, Provider shall prepare and submit written reports on incidents based on Services provided under this SPA.

e) Provider shall submit monthly operation reports to the LEMSA, by the last day of the following month, in a form prescribed by the LEMSA.

f) Provider shall provide additional information and reports as requested by the LEMSA to monitor Provider performance, including but not limited to reports regarding response intervals, staffing, skilled intervention and/or performance reports, core measures reports/data, policy compliance reports, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion..

5. Disaster Preparedness

a) Provider shall annually participate in a least one system-wide discussion based exercise and one system-wide functional exercise per calendar year to benefit coordination among Providers, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b) Provider shall ensure staff, with appropriate authority to act on the behalf of Provider, are present in the City's Emergency Operations Center (EOC) when requested by LEMSA during activations or exercises involving Provider.

6. Incident Reporting

Provider shall file or caused to be filed, an Incident Report form consistent with LEMSA Policy in each instance as required by the LEMSA within timeframe reporting requirements as set forth in LEMSA policies.

7. Inspection Standards

Parties acknowledge and agree that inspection standards are governed by San Francisco Health Code Article 14, or any successor provisions.

8. Field Personnel Communication Standards

a) Provider shall post LEMSA notices and bulletins at all employee locations.

b) Provider shall require, through written policy, all personnel to have knowledge of, and follow, LEMSA Policies, Procedures and Protocols, and Directives.

c) Provider shall:

i. Ensure and assess that all EMT's and EMT-P's are trained in LEMSA policies, procedures, and protocols. Such training shall include cognitive, motor and retention skills that allow employees to properly perform EMS duties; and

ii. Provide at each Provider location, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

iii. Submit compliance reports quarterly to the LEMSA.

9. Fatigue Prevention

a) Provider shall develop and implement policies acceptable to LEMSA to minimize fatigue by EMT-Ps and EMTs.

b) Provider shall comply with California Code of Regulations Title 13, Section 1105 (e), which states: Driver Conditions: No person shall drive or be directed to drive an ambulance, when his/her ability to operate the ambulance safely is adversely affected by fatigue, illness or other cause nor when the vehicle is unsafe to operate.

c) Provider has informed, and agrees to continue to inform, employees of the regulation and will not retaliate against those complaining of fatigue, illness, or other cause that may affect that employee's ability to operate an ambulance safely.

10. Protected Patient Information

Provider shall comply with all federal and state patient privacy laws, and shall have and enforce a policy that prohibits Provider's employees from inappropriate sharing of protected patient

information to include sharing via personal communication devices, social media, and any other form of data transmission.

11. Prohibition on Alcohol and Drug Use

Provider shall have and enforce a policy that prohibits Provider's employees from performing any ALS or BLS service under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit Provider's employees from performing such services under the influence of any other substances, including prescription or non-prescription medication, which impairs their physical or mental performance.

12. Reporting of EMT and EMT-Paramedic Violations

Provider shall comply fully and timely with the reporting requirements of California Health and Safety Code Section, Division 2.5, Sections 1798.200, 1799.112, and LEMSA policies and protocols. Provider shall notify the LEMSA Medical Director within 24 hours when an allegation has been validated as a potential violation of 1798.200. Supporting documentation shall be provided within 72 hours. Notification shall be made to the LEMSA within 24 hours if an EMT and/or EMT-P is removed from patient care or resigns for an investigation based on evidence for disciplinary cause or reason.

16. LEMSA Emergency Medical Services Quality Improvement Program

Provider must participate in the LEMSA's EMSQIP as required by California Code of Regulations, Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168.

17. Infection Control, Health and Safety:

a) Provider must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

b) Provider must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

c) Provider must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

d) Provider is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

e) Provider shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

f) Provider shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

g) Provider assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

h) Provider shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

18. Aerosol Transmissible Disease Program, Health and Safety:

Provider must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

19. Regional Training

Provider shall designate a minimum of one dedicated part-time staff member, hours based on need, to participate in LEMSA's regional training program to develop, teach, and implement consistent and quality prehospital education based upon LEMSA strategic objectives and quality improvement initiatives.

APPENDIX B

San Francisco Department of Public Health

Business Associate Agreement

As applicable, this Business Associate Agreement ("BAA") supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity ("CE"), and Contractor, the Business Associate ("BA") (the "Agreement"). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the

Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to

provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to

what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

APPENDIX B

San Francisco Department of Public Health

Business Associate Agreement

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017
Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	

PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors.

	DOES YOUR ORGANIZATION…	Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?		
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?		
	If yes: Name & Title:		
	Phone #:		
	Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]		
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information?		
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so **AND** that health information is **only transferred or created on encrypted devices approved by SFDPH Information Security staff**?		

II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.

	If Applicable: DOES YOUR ORGANIZATION…	Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?		
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?		

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	

IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

Contractor Name:		Contractor City Vendor ID	

DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors.

	DOES YOUR ORGANIZATION…	**Yes**	**No***
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]		
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?		
	Date of last Data Security Risk Assessment/Audit:		
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:		
C	Have a formal Data Security Awareness Program?		
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?		
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?		
	If yes: Name & Title:		Phone #:		Email:
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]		
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	

III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

City and County of San Francisco
San Francisco Department of Public Health
Emergency Medical Services Division
90 Van Ness Avenue
San Francisco, California 94102

Agreement between the City and County of San Francisco, acting by and through its Department of Public Health and NORCAL Ambulance

TABLE OF CONTENTS

This emergency Service Provider Agreement ("SPA") is made this 1st day of July, 2020 in the City and County of San Francisco, State of California, by and between NORCAL Ambulance ("Provider") and the City and County of San Francisco, acting by and through its Depaartment of Public Health.

Recitals

WHEREAS, the San Francisco Department of Public Health is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code Section 1797.200; and

WHEREAS, Provider possesses all requisite LEMSA approvals to participate in the LEMSA Emergency Medical Services ("EMS") system, including a current and valid Certificate of Operation and when necessary an Ambulance Permit, in accordance with San Francisco Health Code Article 14; and

WHEREAS, the San Francisco Emergency Medical Services Plan authorizes Provider to provide Advanced Life Support ("ALS"), Basic Life Support ("BLS"), and/or Special Ambulance Services within the LEMSA EMS service area; and

WHEREAS, California Code of Regulations, Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168(b)(4), requires that authorized paramedic service Providers have a written service provider agreement ("SPA") with the LEMSA allowing the Provider to participate in the LEMSA EMS system and obligating the Provider to comply with all State regulations and local policies and procedures, including participation in the LEMSA's Emergency Medical Services Quality Improvement Program ("EMSQIP"); and

WHEREAS, the Parties wish to enter into this written SPA in compliance with Section 100168(b)(4), when required, or otherwise as required by the LEMSAs;

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this SPA:

1.1. **"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 department or other medical staff of that hospital, as defined by California Health and Safety Code, Division 2.5, Section 1797.52, including the scope of practice of Paramedic as listed in Section 1797.52 and any LEMSA approved Local Optional Scope of Practice.

1.2. **"ALS Ground Ambulance Services"** means the provision of advanced life support services provided in an ambulance by an authorized ALS Provider pursuant to a Service Provider Agreement (SPA) consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and LEMSA policies and procedures.

1.3. **"Ambulance Permit"** means a permit issued by LEMSA's Medical Director for an ambulance or routine medical transport vehicle pursuant to the San Francisco Health Code, Article 14. This permit is required to operate an ambulance or routine medical transport vehicle within the City and County of San Francisco.

1.4. **"Authorized ALS Ambulance Provider"** means an ambulance Provider that is authorized to provide ALS ambulance services within the City pursuant to a Service Provider Agreement with the LEMSA.

1.5. **"Basic Life Support (BLS)"** means emergency first aid and cardiopulmonary resuscitation procedures, which at a minimum, include: recognizing respiratory arrest and application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim can be transported or until advanced life support is available, as defined by California Health and Safety Code, Division 2.5, Section 1797.60, including the basic scope of practice as listed in Section 1797.60 and any LEMSA approved Local Optional Scope of Practice.

1.6. **"Authorized BLS Ambulance Provider"** means an ambulance Provider that is authorized, staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, the City Ambulance Ordinance, and LEMSA Policies, Procedures and Protocols.

1.7. **"Certificate of Operation"** means a Certificate issued under San Francisco Health Code Article 14 by the LEMSA Medical Director to a Provider who qualifies to operate an ambulance in the City. To qualify for a Certificate of Operation, the Provider must hold three valid and current Ambulance Permits.

1.8. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.9. **"Emergency Medical Personnel"** means all public safety first responders, Emergency Medical Dispatchers, EMTs and EMT-Ps functioning within the emergency medical services system.

1.10. **"Emergency Medical Services Quality Improvement Program (EMSQIP)"** means the continuing quality improvement program, procedures and protocol documents developed by the LEMSA.

1.11. **"Emergency Medical Technician (EMT)"** means an individual trained in all facets of basic life support according to standards prescribed by California Health and Safety Code, Division 2.5, Section 1797.80, and who has a valid certification issued pursuant to said division and local training as required by LEMSA.

1.12. **"Emergency Medical Technician – Paramedic (EMT-P)"** means an individual whose scope of practice is to provide advanced life support governed by standards prescribed by California Health and Safety Code, Division 2.5, Section 1797.84, and who has a valid license issued pursuant to said division and local accreditation as required by LEMSA.

1.13. **"Facility"** means a location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is physically present and assessed the patient's need for LEMSA.

1.14. **"Ground Ambulance Services"** means all ambulance services performed at the request of and determined to be either a Code Two or Code Three level response by an Authorized LEMSA Dispatch Center.

1.15. **"LEMSA Medical Director"** means the San Francisco Director of Health, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.16. **"Medical Emergency"** means the term used to denote a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at a designated LEMSA Dispatch Center.

1.17. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Provider and included in Provider's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.18. **"National Incident Management System (NIMS)"** means the incident management system developed by the US Department of Homeland Security, FEMA, as required by Homeland Security Presidential Directive 5 (HSPD-5).

1.19. **"Primary Public Safety Answering Point (PSAP)"** means the location where the 911 call is first answered.

1.20. **"Provider Program Director"** means the Medical Director of the Provider.

1.21. **"Response Codes"** means the dispatch term which denotes the level of priority for units responding to the scene as defined herein:

a) **Code One** - Routine or schedule transportation of patients.
b) **Code Two** - A non-life threatening Medical Emergency requiring immediate response.
c) **Code Three** - A Medical Emergency requiring immediate response with red light and siren.

1.22. **"Services"** means the provision of any and all services under this SPA.

1.23. **"Site"** means a location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is NOT physically present and has NOT assessed the patient's need for LEMSA.

1.24. **"Special Ambulance Service"** means any unit-type, providing Emergency Medical Services and patient care that can be dispatched to a medical call without the ability to provide patient transport.

1.25. **"Standardized Emergency Management System (SEMS)**" means the standardized emergency management system identified in California Government Code, Section 8607.

Article 2 Term of the Agreement

2.1 **Initial Term.**

The term of this SPA shall commence on July 1, 2020 and expire five years later on June 30, 2025, unless earlier terminated as otherwise provided herein.

2.2 Renewal of SPA.

This SPA shall auto-renew for four additional one-year periods upon Provider's payment of all required Certificate of Operation and/or Ambulance Permit fees and conditioned on Provider's compliance with all Certificate of Operation and Ambulance Permit requirements. The renewed SPA shall automatically terminate should Provider fail to pay all required Certificate of Operation and/or Ambulance Permit fees.

Article 3 Audit

3.1 Audit and Inspection of Records.

Provider agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours, accurate books and records, including but not limited to patient care, staffing, operations, fiscal and quality improvement records, dispatch logs, training records, vehicle maintenance records, controlled substance logs, Medicare compliance records, and all other records relating to its Services (California Health & Safety Code Section 1797.227). Provider will permit City to audit, examine and make excerpts and transcripts from such books and records related to all matters covered by this SPA. Provider must use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the local EMS agency. Provider must ensure that the electronic health record system can be integrated with the LEMSA's data system, so that the LEMSA may collect data from the provider. To the extent required by applicable law or regulation, the State of California or any Federal agency having an interest in the subject matter of this SPA shall have the same rights as conferred upon City by this Section.

Article 4 Services and Resources

4.1 Provider Shall Obtain All Necessary Permits and/or Approvals.

4.1.1 Provider shall not commence the provision of any services under this SPA until all necessary permits and/or approvals have been issued. Specifically, before commencing work, Provider shall apply for and obtain from LEMSA a Certificate of Operation and when required an Ambulance Permit, and/or all other required regulatory permits and/or approvals in accordance with applicable law, including California Code of Regulations Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic); California Health and Safety Code, Division 2.5 (Emergency Medical Services); and San Francisco Health Code, Article 14 (Ambulances and Routine Medical Transport Vehicles). Nothing in this SPA is intended to imply that City will issue any permits and/or approvals.

4.1.2 Provider shall pay all fees required as a condition precedent to the issuance of any such permits and/or approvals in accordance with the applicable rates and charges then in effect as indicated in LEMSA's fee schedule. The payments made by Provider to City shall be less than or equal to the City's actual costs to provide the LEMSA administration and oversight services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. .

4.2 Services Provider Agrees to Perform.

Provider agrees to perform the services detailed in Appendix A, "Statement of Work." Officers and employees of the City are not authorized to request services beyond the scope listed in Appendix A.

4.3 **Qualified Personnel.**

Provider shall ensure all Emergency Medical Personnel are actively certified, licensed, and/or accredited in accordance with state and local policies and regulations in order to provide medical care as part of Provider services.

4.4 **Subcontracting.**

Excluding services for 9-1-1 calls, Provider may subcontract services to be performed under this SPA to other San Francisco LEMSA permitted service providers. For clarity 9-1-1 services may not be subcontracted.

4.5 **Assignment.**

The services to be performed by Provider are personal in character. Neither this SPA, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Provider. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **No Transfer of Certificate of Operation or Ambulance Permit.**

Each Certification of Operation and/or Ambulance Permit by the LEMSA is a privilege that is personal and specific to Provider. Neither a Certificate of Operation, an Ambulance Permit, nor any of the privileges conferred thereunder may be neither sold, conveyed, assigned, encumbered, nor otherwise transferred by Provider. Any attempt to sell, convey, assign, encumber or otherwise transfer a Certificate of Operation, any Ambulance Permit, or the privileges conferred thereunder may result in the City's termination of this SPA.

4.7 **Activities at Permittee's Expense.**

Any act that Provider performs under this SPA or applicable law shall be performed at Provider's expense and without cost to City, unless said Provider is a City agency or employee providing services under this SPA.

4.8 **Warranty.**

Provider warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this SPA as detailed in Appendix A (Statement of Work).

Article 5 Insurance and Indemnity (RESERVED FOR SFFD)

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Provider's liability pursuant to the "Indemnification" section of this SPA, Provider must maintain in force, during the full term of the SPA, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $10,000,000 each occurrence and $20,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than $10,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Provider's profession, with limits not less than $10,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Provider shall be permitted to use umbrella or excess coverage to meet the required limits for insurance in this section.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this SPA, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Provider shall maintain such coverage continuously throughout the term of this SPA and, without lapse, for a period of three years beyond the expiration of this SPA, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the SPA, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this SPA, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this SPA, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this SPA effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Provider shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Provider's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents and subcontractors.

5.1.9 If Provider will use any subcontractor(s) to provide Services, Provider shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Provider as additional insureds.

5.1.10 City may, in its sole discretion, choose to reconsider the amounts and coverages above and require amendment of this SPA to update such amounts and coverages during the term of the SPA. Provider's execution of an amendment to this SPA to put changes to these amounts and coverages in effect shall not be withheld.

5.2 **General Indemnification.**

5.2.1 Provider shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all third party claims for loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person (including but not limited to patient and/or patient's relative's claims for damages arising from medical malpractice), or loss of or damage to property, arising directly or indirectly from Provider's performance of this SPA, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this SPA and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City, in which case damages will be apportioned under the California doctrine of comparative fault. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related third party costs that the City necessarily incurs.

5.2.2 In addition to Provider's obligation to indemnify City, Provider specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, while such claim is in effect, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Provider by City and continues at all times thereafter.

5.3 **Infringement Indemnification.**

Provider shall indemnify and hold the City harmless from all third party claims, loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of United States patent rights, or any copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons, arising directly or indirectly from Provider's performance of this SPA.

Article 6 Liability of the Parties

6.1 **City's Liability Limit. (RESERVED)**

6.2 Liability for Incidental and Consequential Damages. (RESERVED)

6.3 Liability for Use of Equipment.

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Provider, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Payment of Taxes (RESERVED FOR SFFD)

7.1 Provider Shall Collect and Remit Taxes.

Where required under applicable law, Provider shall collect and remit to City all applicable taxes in compliance with the City's Business and Tax Regulations Code. Provider shall provide such records to City as City may require to confirm its compliance with these requirements.

7.2 Possessory Interest Tax.

Provider understands that this SPA may create a possessory interest subject to property taxation and that Provider may be subject to the payment of such taxes.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 **City**. The City shall have the option, in its sole discretion, to terminate this SPA, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Provider ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 **Provider.** Provider shall have the option, in its sole discretion, to terminate this SPA, at any time during the term hereof, for convenience and without cause. Provider shall exercise this option by giving City ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

8.2 Probation, Suspension, and/or Termination for Default; Remedies.

The City may terminate this SPA for material breach by Provider, including but not limited to, as detailed in the LEMSA's "Pre-Hospital Provider Standards" policy. Failure to comply with the terms of this SPA, local policies and protocols, and all applicable laws and regulations as determined by the LEMSA, may result in probation, suspension, or termination of Provider's authorization to operate in the LEMSA EMS service area. In the event that Provider defaults in the performance of any duties or obligations hereunder and the default or breach has not been cured within thirty (30) calendar days of receipt of written notice of default, such failure shall be cause for the LEMSA to effect any of the following, acting in its sole discretion: Revocation of Provider's Certificate of Operation and/or Ambulance Permit; placing Provider on probation with a LEMSA approved corrective action plan; suspension of Provider's Services under this Agreement; and/or termination of this Agreement.

8.3 Non-Waiver of Rights.

The omission by the City at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by Provider at the time designated, shall

not be a waiver of any such default or right to which the City is entitled, nor shall it in any way affect the right of the City to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this SPA listed below, shall survive termination or expiration of this SPA:

Article 3	Audit
Article 5	Insurance and Indemnity
Article 6	Liability of Parties
Article 7	Payment of Taxes
Article 11	General Provisions
Article 13	Data and Security

Subject to the survival of the Sections identified above, if this SPA is terminated prior to expiration of the term specified in Article 2, this SPA shall be of no further force or effect.

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference (RESERVED FOR SFFD)

10.1 Laws Incorporated by Reference.

Provider represents and warrants that it will comply with all applicable laws and regulations in performing the Services. Subject to the foregoing, the full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this SPA. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the SPA ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 Conflict of Interest.

By executing this SPA, Provider certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this SPA.

10.3 Consideration of Salary History.

Provider shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Provider is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this SPA or in furtherance of this SPA, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Provider is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Provider

is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.4 Nondiscrimination Requirements

Provider does not as of the date of this SPA, and will not during the term of this SPA, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition, marital status, or citizenship, or otherwise, including in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

10.5 Minimum Compensation Ordinance.

Provider shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Provider is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Provider is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this SPA, Provider certifies that it is in compliance with Chapter 12P.

10.6 Health Care Accountability Ordinance.

Provider shall comply with San Francisco Administrative Code Chapter 12Q. For each Covered Employee, Provider shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Provider chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Provider is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Provider shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.7 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Provider to remove from performance of services under this SPA personnel of any Provider who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this SPA "controlled substance" includes cannabis and derivative products.

10.8 Consideration of Criminal History in Hiring and Employment Decisions

10.8.1 Provider agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Provider/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this SPA as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Provider is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this SPA shall have the meanings assigned to such terms in Chapter 12T.

10.8.2 The requirements of Chapter 12T shall only apply to a Provider's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this SPA, shall apply only to applicants and employees who would be or are performing work in furtherance of this SPA, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.9 Food Service Waste Reduction Requirements.

Provider shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.10 Distribution of Beverages and Water. (RESERVED)

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this SPA, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Manager, San Francisco EMS Agency City and County of San Francisco 90 Van Ness Ave, San Francisco, CA 94102 415-487-5018 andrew.holcomb@sfdph.org
To Provider:	Danielle Johnstone Operations Manager NORCAL Ambulance 3049 Independence Dr Suite I Livermore CA 94551 Djohnstone@norcalambulance.com

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Provider shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved.**

11.4 **Sunshine Ordinance.**

Provider acknowledges that this SPA and all records related to its formation, Provider's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this SPA.**

This SPA may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, “Notices to Parties,” except by written instrument executed by the Parties and approved in the same manner as this SPA.

11.6 **Dispute Resolution Procedure.**

11.6.1 The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this SPA in accordance with the LEMSA’s “Pre-Hospital Provider Standards” policy.

11.6.2 During the course of any Dispute Resolution process, Provider shall comply with all directives issued by the LEMSA. In the event that the LEMSA identifies a deficiency that LEMSA acting in its sole discretion determines may cause a threat to public health and/or safety, the LEMSA may issue a written probation and/or suspension notice to the Provider. Upon receipt, the Provider shall immediately comply with the terms of that notice. If the notice calls for suspension, Provider shall immediately suspend Services under this SPA until the LEMSA verifies that Provider has implemented all required corrections. Provider’s failure to implement all required corrections as determined by the LEMSA acting in its sole discretion may result in termination of this SPA for default.

11.7 **Government Code Claim Requirement.**

No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this SPA shall operate to toll, waive or excuse Provider's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.8 Agreement Made in California; Venue.

The formation, interpretation and performance of this SPA shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this SPA shall be in San Francisco.

11.9 Construction.

All paragraph captions are for reference only and shall not be considered in construing this SPA.

11.10 Entire Agreement.

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This SPA may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.11 Compliance with Laws.

Provider shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Provider's performance of this SPA, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.12 Severability.

Should the application of any provision of this SPA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this SPA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.13 Order of Precedence.

Provider agrees to perform the services described below in accordance with the terms and conditions of this SPA, and the Statement of Work attached as Appendix A. The terms of this SPA are to be read and interpreted together with all other documents, appendices, exhibits, and addenda attached to the SPA as a single agreement.

11.14 Notification of Legal Requests.

Provider shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to this SPA, and in no event later than 24 hours after it receives the request.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this SPA, and no action to enforce the terms of this SPA may be brought against either party by any person who is not a party hereto.

12.2 **Exclusion Lists and Employee Verification.**

Upon execution of this SPA and monthly thereafter, Provider will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) Provider's program or agency. Proof of checking these lists must be retained for seven years.

Article 13 Data and Security

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 If this SPA requires City to disclose "Private Information" to Provider within the meaning of San Francisco Administrative Code Chapter 12M, Provider and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this SPA and only as necessary in performing the Services. Provider is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Provider, such information must be held by Provider in confidence and used only in performing the SPA, except as required by law, professional rule or regulation. Provider shall exercise the same standard of care to protect such information as a reasonably prudent Provider would use to protect its own proprietary or confidential information.

13.2 **Business Associate Agreement.**

The City represents that it is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

In accordance with applicable laws, the parties acknowledge that Provider will:

1. ☒ Do **at least one** or more of the following:
A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Provider does not view the PHI or only does so on a random or infrequent basis); or

B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS SPA, PROVIDER IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. PROVIDER MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS SPA AS THOUGH FULLY SET FORTH HEREIN:

a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
   1. SFDPH Attestation 1 PRIVACY (06-07-2017)
   2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**
Provider is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this SPA.
This option requires review and approval from the Office of Compliance and Privacy Affairs.

13.3 **Protected Health Information.**

Provider and all agents and employees Provider shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Provider by City in the performance of this SPA. Provider agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Provider or its subcontractors or agents by City, Provider shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 14 Data and Security

14.1 **City Data**

14.1.1 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

14.1.2 **Use of City Data**. Nothing herein shall be construed to confer any license or right to the City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Provider.

14.1.3 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Provider that relate to the protection of the security, confidentiality, or integrity of City Data, Provider shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

14.1.4 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

14.1.5 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the SPA. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this SPA, unless otherwise permitted in this SPA. The Provider shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 15 MacBride And Signature

15.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this SPA. By signing this SPA, Provider confirms that Provider has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this SPA on the day first mentioned above.

City

San Francisco Department of Public Health

DocuSigned by:
Greg Wagner 7/13/2020 | 12:00:43 PDT
28527524752940F...

Grant Colfax, MD
Director of Health

Provider

NORCAL Ambulance

DocuSigned by:
Danielle Johnstone 7/1/2020 | 2:52:51 PDT
255EA7E7D9524D7...

Danielle Johnstone
Operations Manager

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Louise Simpson 7/7/2020 | 11:22:46 PDT
BD54168A4C3B452...

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work
B: Business Associate Agreement

Appendix A

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED SERVICE PROVIDER:

Approved service Providers authorized to participate in the LEMSA EMS system shall perform as follows:

(1) (911 Providers, only) Provide emergency medical service response on a continuous twenty-four (24) hours per day basis, unless otherwise specified by the LEMSA.

(2) Utilize and maintain telecommunications as specified by the LEMSA.

(3) Maintain medication solution, medical supplies, and equipment inventory as specified by the LEMSA commensurate with the basic and local optional scope of practice of the paramedic and EMT.

(A) Ensure that security mechanisms and procedures are established for controlled substances, including, but not limited to:

1. controlled substance ordering and order tracking;

2. controlled substance receipt and accountability;

3. controlled substance master supply storage, security and documentation;

4. controlled substance labeling and tracking;

5. vehicle storage and security;

6. usage procedures and documentation;

7. reverse distribution;

8. disposal;

9. re-stocking procedures.

(B) Ensure that mechanisms for investigation and mitigation of suspected tampering or diversion are established, including, but not limited to;

10. controlled substance testing;

11. discrepancy reporting;

12. tampering, theft and diversion prevention and detection;

13. usage audits.

(5) Be responsible for assessing and ensuring current knowledge of their paramedics and EMTs in local policies, procedures and protocols and for assessing their EMT and/or paramedics' skills competency. Documentation of assessment results shall be made available to the LEMSA.

(6) If, through the EMSQIP the LEMSA Medical Director determines that an EMT and/or paramedic needs additional training, observation or testing, the LEMSA Medical Director may create a specific and targeted program of remediation based upon the identified needs of the EMT and/or paramedic. If there is disagreement between the Provider and the LEMSA Medical Director, the decision of the LEMSA Medical Director shall prevail.

Provider understands and agrees that the LEMSA may deny, suspend, or revoke the approval of a service Provider for failure to comply with applicable policies, procedures, and regulations.

(7) Provider shall employ a Provider Medical Director who must be approved, in writing, by the LEMSA Medical Director.

II. BENEFITS GRANTED BY LEMSA TO PROVIDER

1. Boundaries:

Provider may provide ALS and/or BLS Ground Ambulance Services based upon a Certification of Operation, within the defined boundaries of the City and County of San Francisco (LEMSA EMS service area), to include Treasure Island, the Golden Gate National Recreational Area, and other Federal property within the contiguous borders of the LEMSA EMS service area, notwithstanding entry restrictions placed by Federal jurisdiction, during the period of this SPA. The ALS and/or BLS Ground Ambulance Services shall include Site to Facility patient transports, as well as Facility to Facility transports, originating from a private request and responses to 9-1-1 calls.

2. Availability of 9-1-1 Ambulances:

a) All 9-1-1 Providers shall ensure a minimum of two ambulances available to the 9-1-1 system twenty-four (24) hours per day, 365 days per year plus ambulance transport may include no more than 5 transports per month to cover unfilled service calls for patients being cared for within the DPH system.

b) Within 90 days after execution of the SPA, and t least annually thereafter, the LEMSA will notify Providers of the minimum overall number of staffed ambulances needed to meet the EMS system demand ("System Demand Analysis")

c) Within 90 days after execution of this SPA, and annually within 90 days of receipt of the System Demand Analysis, each 9-1-1 Provider shall provide their minimum Ambulance Deployment and Staffing Plan to the LEMSA, which shall be binding until receipt of the City's next System Demand Analysis.

d) Immediately upon the commencement of Services under this SPA, each Provider shall provide the LEMSA its daily staffing report.

3. City Facilities (Zuckerberg San Francisco General and Laguna Honda Hospital)

The LEMSA urges all Providers to respond to all Requests for Proposals issued by the San Francisco Department of Public Health for as-needed non-emergency services for Zuckerberg San Francisco General Hospital, Laguna Honda Hospital, the San Francisco Department of Public Health clinics, and other contracted Facilities, as well as urging City Providers to perform inter-Facility transports.

4. SPA Committees:

All Providers shall participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following SPA Committees which shall be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a) Emergency Medical Services Advisory Committee

b) Medical Director's Committee

c) Operations Committee

d) Quality Improvement Committee

e) Trauma Committee

f) STAR Committee

g) Stroke Committee

h) Other Committees determined by the LEMSA

Ambulance Provider membership is listed in LEMSA Policy 1010.

5. Report of ALS Provider Status:

Upon request from any entity, including insurance companies, fiscal intermediaries, and other third party payers, LEMSA will identify currently authorized ALS Providers as an authorized Provider of ALS service, pursuant to California Code of Regulations, Title 22, Section, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168.

6. Coordination of EMS Mutual Aid Requests:

a) Outgoing 9-1-1 EMS Mutual Aid will be coordinated by the Medical Health Operational Area Coordinator (MHOAC) and will be planned in consultation with the LEMSA to minimize impact on the SF EMS System.

b) Incoming 9-1-1 EMS Mutual Aid assets will be requested by LEMSA through the MHOAC for state and regional resources. These EMS assets will be assigned to appropriate task forces, strike teams, or other assignments as determined necessary by the LEMSA in compliance with the emergency management practices outlined in LEMSA Policies and Protocols.

c) Intra-county mutual aid shall be authorized and requested by the LEMSA when the 9-1-1/PSAP generated demand exceeds, or is anticipated to exceed, the capacity of the 9-1-1/PSAP authorized ALS Providers, as determined by the LEMSA.

7. Non-Transport Treatment Fee:

The San Francisco Fire Department is authorized by local ordinance to charge a fee for on-scene treatment without a transport to a hospital. King-American Ambulance Company and American Medical Response West are authorized to charge a non-transport fee in an amount sufficient to cover the reasonable cost of this service and is agreed upon by the LEMSA.

III. OBLIGATIONS OF PROVIDER

1. Mutual Aid:

LEMSA may request mutual aid EMS resources during situations requiring additional EMS resources. Provider may provide resources, at the request of the LEMSA, in such numbers and durations as determined to be in the interest of the LEMSA**.**

2. Automatic Aid Provision:

With approval of the LEMSA, Providers may dispatch up to five ambulances and one paramedic supervisor (known as an Ambulance Strike Team), to a request for immediate aid from any geopolitical entity in California, upon approval of the appropriate manager from that Provider. The Provider shall notify the LEMSA once they have deployed single assets or an Ambulance Strike Team so that system adjustments may be made, if necessary.

3. Performance Standards

a) Provider shall adhere to all requirements of state laws and regulations pertaining to the provision of EMS.

b) Provider shall adhere to City laws as set forth in San Francisco Health Code Articles 3 and 14, including any and all amendments thereto, if any, whether enacted before or during the term of this SPA and any extensions.

c) Provider shall adhere to all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d) Provider shall use the SEMS and the NIMS in the performance of all emergency services rendered under this SPA.

4. Document Review and Retention

a) All records maintained pursuant to this SPA, including but not limited to patient care, staffing, operations, fiscal and quality improvement records, dispatch logs, training records, vehicle maintenance records, controlled substance logs, Medicare compliance records, and all other records relating to its Services (California Health & Safety Code Section 1797.227) shall be available for inspections, audit, or examination by LEMSA or by their designated representatives, consistent with federal, state and local confidentiality and privacy laws, and shall be preserved by Provider for at least three (3) years from the termination of this SPA.

b) All patient contacts, treatments, and interactions shall be documented by Provider, and, if a patient is transported to a Facility, sent with the patient to the Facility.

c) Upon execution of this SPA, Providers shall provide LEMSA and/or LEMSA's third-party designee an unfiltered and unaltered data stream and full access to each patient's Medical Record and Computer Aided Dispatch ("CAD") (California Health & Safety Code Section 1797.227). Provider must use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the LEMSA. Provider must ensure that the electronic health record system can be integrated with the LEMSA's data system, so that the LEMSA may collect data from the provider.

d) Upon LEMSA request, Provider shall prepare and submit written reports on incidents based on Services provided under this SPA.

e) Provider shall submit monthly operation reports to the LEMSA, by the last day of the following month, in a form prescribed by the LEMSA.

f) Provider shall provide additional information and reports as requested by the LEMSA to monitor Provider performance, including but not limited to reports regarding response intervals, staffing, skilled intervention and/or performance reports, core measures reports/data, policy compliance reports, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion..

5. Disaster Preparedness

a) Provider shall annually participate in a least one system-wide discussion based exercise and one system-wide functional exercise per calendar year to benefit coordination among Providers, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b) Provider shall ensure staff, with appropriate authority to act on the behalf of Provider, are present in the City's Emergency Operations Center (EOC) when requested by LEMSA during activations or exercises involving Provider.

6. Incident Reporting

Provider shall file or caused to be filed, an Incident Report form consistent with LEMSA Policy in each instance as required by the LEMSA within timeframe reporting requirements as set forth in LEMSA policies.

7. Inspection Standards

Parties acknowledge and agree that inspection standards are governed by San Francisco Health Code Article 14, or any successor provisions.

8. Field Personnel Communication Standards

a) Provider shall post LEMSA notices and bulletins at all employee locations.

b) Provider shall require, through written policy, all personnel to have knowledge of, and follow, LEMSA Policies, Procedures and Protocols, and Directives.

c) Provider shall:

i. Ensure and assess that all EMT's and EMT-P's are trained in LEMSA policies, procedures, and protocols. Such training shall include cognitive, motor and retention skills that allow employees to properly perform EMS duties; and

ii. Provide at each Provider location, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

iii. Submit compliance reports quarterly to the LEMSA.

9. Fatigue Prevention

a) Provider shall develop and implement policies acceptable to LEMSA to minimize fatigue by EMT-Ps and EMTs.

b) Provider shall comply with California Code of Regulations Title 13, Section 1105 (e), which states: Driver Conditions: No person shall drive or be directed to drive an ambulance, when his/her ability to operate the ambulance safely is adversely affected by fatigue, illness or other cause nor when the vehicle is unsafe to operate.

c) Provider has informed, and agrees to continue to inform, employees of the regulation and will not retaliate against those complaining of fatigue, illness, or other cause that may affect that employee's ability to operate an ambulance safely.

10. Protected Patient Information

Provider shall comply with all federal and state patient privacy laws, and shall have and enforce a policy that prohibits Provider's employees from inappropriate sharing of protected patient

information to include sharing via personal communication devices, social media, and any other form of data transmission.

11. Prohibition on Alcohol and Drug Use

Provider shall have and enforce a policy that prohibits Provider's employees from performing any ALS or BLS service under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit Provider's employees from performing such services under the influence of any other substances, including prescription or non-prescription medication, which impairs their physical or mental performance.

12. Reporting of EMT and EMT-Paramedic Violations

Provider shall comply fully and timely with the reporting requirements of California Health and Safety Code Section, Division 2.5, Sections 1798.200, 1799.112, and LEMSA policies and protocols. Provider shall notify the LEMSA Medical Director within 24 hours when an allegation has been validated as a potential violation of 1798.200. Supporting documentation shall be provided within 72 hours. Notification shall be made to the LEMSA within 24 hours if an EMT and/or EMT-P is removed from patient care or resigns for an investigation based on evidence for disciplinary cause or reason.

16. LEMSA Emergency Medical Services Quality Improvement Program

Provider must participate in the LEMSA's EMSQIP as required by California Code of Regulations, Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168.

17. Infection Control, Health and Safety:

a) Provider must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

b) Provider must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

c) Provider must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

d) Provider is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

e) Provider shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

f) Provider shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

g) Provider assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

h) Provider shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

18. Aerosol Transmissible Disease Program, Health and Safety:

Provider must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

19. Regional Training

Provider shall designate a minimum of one dedicated part-time staff member, hours based on need, to participate in LEMSA's regional training program to develop, teach, and implement consistent and quality prehospital education based upon LEMSA strategic objectives and quality improvement initiatives.

APPENDIX B

San Francisco Department of Public Health

Business Associate Agreement

As applicable, this Business Associate Agreement ("BAA") supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity ("CE"), and Contractor, the Business Associate ("BA") (the "Agreement"). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the

Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to

provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to

what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

APPENDIX B

San Francisco Department of Public Health

Business Associate Agreement

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017
Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	

PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors.

	DOES YOUR ORGANIZATION…	Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?		
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?		
	If yes: Name & Title:		
	Phone #:		
	Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]		
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information?		
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so **AND** that health information is **only transferred or created on encrypted devices approved by SFDPH Information Security staff**?		

II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.

	If Applicable: DOES YOUR ORGANIZATION…	Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?		
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?		

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	

IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

Contractor Name:		Contractor City Vendor ID	

DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors.

	DOES YOUR ORGANIZATION…	**Yes**	**No***
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]		
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?		
	Date of last Data Security Risk Assessment/Audit:		
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:		
C	Have a formal Data Security Awareness Program?		
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?		
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?		
	If yes: Name & Title:		Phone #:		Email:
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]		
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	

III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

City and County of San Francisco
San Francisco Department of Public Health
Emergency Medical Services Division
90 Van Ness Avenue
San Francisco, California 94102

Agreement between the City and County of San Francisco, acting by and through its Department of Public Health and Pro Transport-1

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This emergency Service Provider Agreement ("SPA") is made this 1st day of July, 2020 in the City and County of San Francisco, State of California, by and between Pro Transport-1 ("Provider") and the City and County of San Francisco, acting by and through its Depaartment of Public Health.

Recitals

WHEREAS, the San Francisco Department of Public Health is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code Section 1797.200; and

WHEREAS, Provider possesses all requisite LEMSA approvals to participate in the LEMSA Emergency Medical Services ("EMS") system, including a current and valid Certificate of Operation and when necessary an Ambulance Permit, in accordance with San Francisco Health Code Article 14; and

WHEREAS, the San Francisco Emergency Medical Services Plan authorizes Provider to provide Advanced Life Support ("ALS"), Basic Life Support ("BLS"), and/or Special Ambulance Services within the LEMSA EMS service area; and

WHEREAS, California Code of Regulations, Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168(b)(4), requires that authorized paramedic service Providers have a written service provider agreement ("SPA") with the LEMSA allowing the Provider to participate in the LEMSA EMS system and obligating the Provider to comply with all State regulations and local policies and procedures, including participation in the LEMSA's Emergency Medical Services Quality Improvement Program ("EMSQIP"); and

WHEREAS, the Parties wish to enter into this written SPA in compliance with Section 100168(b)(4), when required, or otherwise as required by the LEMSAs;

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this SPA:

1.1. **"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 department or other medical staff of that hospital, as defined by California Health and Safety Code, Division 2.5, Section 1797.52, including the scope of practice of Paramedic as listed in Section 1797.52 and any LEMSA approved Local Optional Scope of Practice.

1.2. **"ALS Ground Ambulance Services"** means the provision of advanced life support services provided in an ambulance by an authorized ALS Provider pursuant to a Service Provider Agreement (SPA) consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and LEMSA policies and procedures.

1.3. **"Ambulance Permit"** means a permit issued by LEMSA's Medical Director for an ambulance or routine medical transport vehicle pursuant to the San Francisco Health Code, Article 14. This permit is required to operate an ambulance or routine medical transport vehicle within the City and County of San Francisco.

1.4. **"Authorized ALS Ambulance Provider"** means an ambulance Provider that is authorized to provide ALS ambulance services within the City pursuant to a Service Provider Agreement with the LEMSA.

1.5. **"Basic Life Support (BLS)"** means emergency first aid and cardiopulmonary resuscitation procedures, which at a minimum, include: recognizing respiratory arrest and application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim can be transported or until advanced life support is available, as defined by California Health and Safety Code, Division 2.5, Section 1797.60, including the basic scope of practice as listed in Section 1797.60 and any LEMSA approved Local Optional Scope of Practice.

1.6. **"Authorized BLS Ambulance Provider"** means an ambulance Provider that is authorized, staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, the City Ambulance Ordinance, and LEMSA Policies, Procedures and Protocols.

1.7. **"Certificate of Operation"** means a Certificate issued under San Francisco Health Code Article 14 by the LEMSA Medical Director to a Provider who qualifies to operate an ambulance in the City. To qualify for a Certificate of Operation, the Provider must hold three valid and current Ambulance Permits.

1.8. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.9. **"Emergency Medical Personnel"** means all public safety first responders, Emergency Medical Dispatchers, EMTs and EMT-Ps functioning within the emergency medical services system.

1.10. **"Emergency Medical Services Quality Improvement Program (EMSQIP)"** means the continuing quality improvement program, procedures and protocol documents developed by the LEMSA.

1.11. **"Emergency Medical Technician (EMT)"** means an individual trained in all facets of basic life support according to standards prescribed by California Health and Safety Code, Division 2.5, Section 1797.80, and who has a valid certification issued pursuant to said division and local training as required by LEMSA.

1.12. **"Emergency Medical Technician – Paramedic (EMT-P)"** means an individual whose scope of practice is to provide advanced life support governed by standards prescribed by California Health and Safety Code, Division 2.5, Section 1797.84, and who has a valid license issued pursuant to said division and local accreditation as required by LEMSA.

1.13. **"Facility"** means a location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is physically present and assessed the patient's need for LEMSA.

1.14. **"Ground Ambulance Services"** means all ambulance services performed at the request of and determined to be either a Code Two or Code Three level response by an Authorized LEMSA Dispatch Center.

1.15. **"LEMSA Medical Director"** means the San Francisco Director of Health, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.16. **"Medical Emergency"** means the term used to denote a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at a designated LEMSA Dispatch Center.

1.17. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Provider and included in Provider's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.18. **"National Incident Management System (NIMS)"** means the incident management system developed by the US Department of Homeland Security, FEMA, as required by Homeland Security Presidential Directive 5 (HSPD-5).

1.19. **"Primary Public Safety Answering Point (PSAP)"** means the location where the 911 call is first answered.

1.20. **"Provider Program Director"** means the Medical Director of the Provider.

1.21. **"Response Codes"** means the dispatch term which denotes the level of priority for units responding to the scene as defined herein:

a) **Code One** - Routine or schedule transportation of patients.
b) **Code Two** - A non-life threatening Medical Emergency requiring immediate response.
c) **Code Three** - A Medical Emergency requiring immediate response with red light and siren.

1.22. **"Services"** means the provision of any and all services under this SPA.

1.23. **"Site"** means a location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is NOT physically present and has NOT assessed the patient's need for LEMSA.

1.24. **"Special Ambulance Service"** means any unit-type, providing Emergency Medical Services and patient care that can be dispatched to a medical call without the ability to provide patient transport.

1.25. **"Standardized Emergency Management System (SEMS)**" means the standardized emergency management system identified in California Government Code, Section 8607.

Article 2 Term of the Agreement

2.1 **Initial Term.**

The term of this SPA shall commence on July 1, 2020 and expire five years later on June 30, 2025, unless earlier terminated as otherwise provided herein.

2.2 **Renewal of SPA.**

This SPA shall auto-renew for four additional one-year periods upon Provider's payment of all required Certificate of Operation and/or Ambulance Permit fees and conditioned on Provider's compliance with all Certificate of Operation and Ambulance Permit requirements. The renewed SPA shall automatically terminate should Provider fail to pay all required Certificate of Operation and/or Ambulance Permit fees.

Article 3 Audit

3.1 **Audit and Inspection of Records.**

Provider agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours, accurate books and records, including but not limited to patient care, staffing, operations, fiscal and quality improvement records, dispatch logs, training records, vehicle maintenance records, controlled substance logs, Medicare compliance records, and all other records relating to its Services (California Health & Safety Code Section 1797.227). Provider will permit City to audit, examine and make excerpts and transcripts from such books and records related to all matters covered by this SPA. Provider must use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the local EMS agency. Provider must ensure that the electronic health record system can be integrated with the LEMSA's data system, so that the LEMSA may collect data from the provider. To the extent required by applicable law or regulation, the State of California or any Federal agency having an interest in the subject matter of this SPA shall have the same rights as conferred upon City by this Section.

Article 4 Services and Resources

4.1 **Provider Shall Obtain All Necessary Permits and/or Approvals.**

4.1.1 Provider shall not commence the provision of any services under this SPA until all necessary permits and/or approvals have been issued. Specifically, before commencing work, Provider shall apply for and obtain from LEMSA a Certificate of Operation and when required an Ambulance Permit, and/or all other required regulatory permits and/or approvals in accordance with applicable law, including California Code of Regulations Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic); California Health and Safety Code, Division 2.5 (Emergency Medical Services); and San Francisco Health Code, Article 14 (Ambulances and Routine Medical Transport Vehicles). Nothing in this SPA is intended to imply that City will issue any permits and/or approvals.

4.1.2 Provider shall pay all fees required as a condition precedent to the issuance of any such permits and/or approvals in accordance with the applicable rates and charges then in effect as indicated in LEMSA's fee schedule. The payments made by Provider to City shall be less than or equal to the City's actual costs to provide the LEMSA administration and oversight services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. .

4.2 **Services Provider Agrees to Perform.**

Provider agrees to perform the services detailed in Appendix A, "Statement of Work." Officers and employees of the City are not authorized to request services beyond the scope listed in Appendix A.

4.3 **Qualified Personnel.**

Provider shall ensure all Emergency Medical Personnel are actively certified, licensed, and/or accredited in accordance with state and local policies and regulations in order to provide medical care as part of Provider services.

4.4 **Subcontracting.**

Excluding services for 9-1-1 calls, Provider may subcontract services to be performed under this SPA to other San Francisco LEMSA permitted service providers. For clarity 9-1-1 services may not be subcontracted.

4.5 **Assignment.**

The services to be performed by Provider are personal in character. Neither this SPA, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Provider. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **No Transfer of Certificate of Operation or Ambulance Permit.**

Each Certification of Operation and/or Ambulance Permit by the LEMSA is a privilege that is personal and specific to Provider. Neither a Certificate of Operation, an Ambulance Permit, nor any of the privileges conferred thereunder may be neither sold, conveyed, assigned, encumbered, nor otherwise transferred by Provider. Any attempt to sell, convey, assign, encumber or otherwise transfer a Certificate of Operation, any Ambulance Permit, or the privileges conferred thereunder may result in the City's termination of this SPA.

4.7 **Activities at Permittee's Expense.**

Any act that Provider performs under this SPA or applicable law shall be performed at Provider's expense and without cost to City, unless said Provider is a City agency or employee providing services under this SPA.

4.8 **Warranty.**

Provider warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this SPA as detailed in Appendix A (Statement of Work).

Article 5 Insurance and Indemnity (RESERVED FOR SFFD)

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Provider's liability pursuant to the "Indemnification" section of this SPA, Provider must maintain in force, during the full term of the SPA, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence and $8,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than $10,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Provider's profession, with limits not less than $1,000,000 each occurrence and $3,000,000 general aggregate with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Provider shall be permitted to use umbrella or excess coverage to meet the required limits for insurance in this section.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this SPA, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Provider shall maintain such coverage continuously throughout the term of this SPA and, without lapse, for a period of three years beyond the expiration of this SPA, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the SPA, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this SPA, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this SPA, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this SPA effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Provider shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Provider's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents and subcontractors.

5.1.9 If Provider will use any subcontractor(s) to provide Services, Provider shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Provider as additional insureds.

5.1.10 City may, in its sole discretion, choose to reconsider the amounts and coverages above and require amendment of this SPA to update such amounts and coverages during the term of the SPA. Provider's execution of an amendment to this SPA to put changes to these amounts and coverages in effect shall not be withheld.

5.2 **General Indemnification.**

5.2.1 Provider shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all third party claims for loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person (including but not limited to patient and/or patient's relative's claims for damages arising from medical malpractice), or loss of or damage to property, arising directly or indirectly from Provider's performance of this SPA, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this SPA and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City, in which case damages will be apportioned under the California doctrine of comparative fault. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related third party costs that the City necessarily incurs.

5.2.2 In addition to Provider's obligation to indemnify City, Provider specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, while such claim is in effect, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Provider by City and continues at all times thereafter.

5.3 **Infringement Indemnification.**

Provider shall indemnify and hold the City harmless from all third party claims, loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of United States patent rights, or any copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons, arising directly or indirectly from Provider's performance of this SPA.

Article 6 Liability of the Parties

6.1 **City's Liability Limit. (RESERVED)**

6.2 Liability for Incidental and Consequential Damages. (RESERVED)

6.3 Liability for Use of Equipment.

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Provider, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Payment of Taxes (RESERVED FOR SFFD)

7.1 Provider Shall Collect and Remit Taxes.

Where required under applicable law, Provider shall collect and remit to City all applicable taxes in compliance with the City's Business and Tax Regulations Code. Provider shall provide such records to City as City may require to confirm its compliance with these requirements.

7.2 Possessory Interest Tax.

Provider understands that this SPA may create a possessory interest subject to property taxation and that Provider may be subject to the payment of such taxes.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 **City**. The City shall have the option, in its sole discretion, to terminate this SPA, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Provider ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 **Provider.** Provider shall have the option, in its sole discretion, to terminate this SPA, at any time during the term hereof, for convenience and without cause. Provider shall exercise this option by giving City ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

8.2 Probation, Suspension, and/or Termination for Default; Remedies.

The City may terminate this SPA for material breach by Provider, including but not limited to, as detailed in the LEMSA's "Pre-Hospital Provider Standards" policy. Failure to comply with the terms of this SPA, local policies and protocols, and all applicable laws and regulations as determined by the LEMSA, may result in probation, suspension, or termination of Provider's authorization to operate in the LEMSA EMS service area. In the event that Provider defaults in the performance of any duties or obligations hereunder and the default or breach has not been cured within thirty (30) calendar days of receipt of written notice of default, such failure shall be cause for the LEMSA to effect any of the following, acting in its sole discretion: Revocation of Provider's Certificate of Operation and/or Ambulance Permit; placing Provider on probation with a LEMSA approved corrective action plan; suspension of Provider's Services under this Agreement; and/or termination of this Agreement.

8.3 Non-Waiver of Rights.

The omission by the City at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by Provider at the time designated, shall

not be a waiver of any such default or right to which the City is entitled, nor shall it in any way affect the right of the City to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this SPA listed below, shall survive termination or expiration of this SPA:

Article 3	Audit
Article 5	Insurance and Indemnity
Article 6	Liability of Parties
Article 7	Payment of Taxes
Article 11	General Provisions
Article 13	Data and Security

Subject to the survival of the Sections identified above, if this SPA is terminated prior to expiration of the term specified in Article 2, this SPA shall be of no further force or effect.

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference (RESERVED FOR SFFD)

10.1 Laws Incorporated by Reference.

Provider represents and warrants that it will comply with all applicable laws and regulations in performing the Services. Subject to the foregoing, the full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this SPA. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the SPA ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 Conflict of Interest.

By executing this SPA, Provider certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this SPA.

10.3 Consideration of Salary History.

Provider shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Provider is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this SPA or in furtherance of this SPA, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Provider is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Provider

is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.4 **Nondiscrimination Requirements**

Provider does not as of the date of this SPA, and will not during the term of this SPA, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition, marital status, or citizenship, or otherwise, including in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

10.5 **Minimum Compensation Ordinance.**

Provider shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Provider is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Provider is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this SPA, Provider certifies that it is in compliance with Chapter 12P.

10.6 **Health Care Accountability Ordinance.**

Provider shall comply with San Francisco Administrative Code Chapter 12Q. For each Covered Employee, Provider shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Provider chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Provider is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Provider shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.7 **Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Provider to remove from performance of services under this SPA personnel of any Provider who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this SPA "controlled substance" includes cannabis and derivative products.

10.8 Consideration of Criminal History in Hiring and Employment Decisions

10.8.1 Provider agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Provider/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this SPA as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Provider is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this SPA shall have the meanings assigned to such terms in Chapter 12T.

10.8.2 The requirements of Chapter 12T shall only apply to a Provider's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this SPA, shall apply only to applicants and employees who would be or are performing work in furtherance of this SPA, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.9 Food Service Waste Reduction Requirements.

Provider shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.10 Distribution of Beverages and Water. (RESERVED)

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this SPA, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Manager, San Francisco EMS Agency City and County of San Francisco 90 Van Ness Ave, San Francisco, CA 94102 415-487-5018 andrew.holcomb@sfdph.org
To Provider:	Alex Baker General Manager Pro Transport-1 Address 720 Portal St. Cotati, CA 94931 Alexb@protransport-1.com

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Provider shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved.**

11.4 **Sunshine Ordinance.**

Provider acknowledges that this SPA and all records related to its formation, Provider's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this SPA.**

This SPA may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," except by written instrument executed by the Parties and approved in the same manner as this SPA.

11.6 **Dispute Resolution Procedure.**

11.6.1 The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this SPA in accordance with the LEMSA's "Pre-Hospital Provider Standards" policy.

11.6.2 During the course of any Dispute Resolution process, Provider shall comply with all directives issued by the LEMSA. In the event that the LEMSA identifies a deficiency that LEMSA acting in its sole discretion determines may cause a threat to public health and/or safety, the LEMSA may issue a written probation and/or suspension notice to the Provider. Upon receipt, the Provider shall immediately comply with the terms of that notice. If the notice calls for suspension, Provider shall immediately suspend Services under this SPA until the LEMSA verifies that Provider has implemented all required corrections. Provider's failure to implement all required corrections as determined by the LEMSA acting in its sole discretion may result in termination of this SPA for default.

11.7 **Government Code Claim Requirement.**

No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this SPA shall operate to toll, waive or excuse Provider's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.8 Agreement Made in California; Venue.

The formation, interpretation and performance of this SPA shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this SPA shall be in San Francisco.

11.9 Construction.

All paragraph captions are for reference only and shall not be considered in construing this SPA.

11.10 Entire Agreement.

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This SPA may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.11 Compliance with Laws.

Provider shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Provider's performance of this SPA, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.12 Severability.

Should the application of any provision of this SPA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this SPA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.13 Order of Precedence.

Provider agrees to perform the services described below in accordance with the terms and conditions of this SPA, and the Statement of Work attached as Appendix A. The terms of this SPA are to be read and interpreted together with all other documents, appendices, exhibits, and addenda attached to the SPA as a single agreement.

11.14 Notification of Legal Requests.

Provider shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to this SPA, and in no event later than 24 hours after it receives the request.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this SPA, and no action to enforce the terms of this SPA may be brought against either party by any person who is not a party hereto.

12.2 Exclusion Lists and Employee Verification.

Upon execution of this SPA and monthly thereafter, Provider will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) Provider's program or agency. Proof of checking these lists must be retained for seven years.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this SPA requires City to disclose "Private Information" to Provider within the meaning of San Francisco Administrative Code Chapter 12M, Provider and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this SPA and only as necessary in performing the Services. Provider is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Provider, such information must be held by Provider in confidence and used only in performing the SPA, except as required by law, professional rule or regulation. Provider shall exercise the same standard of care to protect such information as a reasonably prudent Provider would use to protect its own proprietary or confidential information.

13.2 Business Associate Agreement.

The City represents that it is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

In accordance with applicable laws, the parties acknowledge that Provider will:

1. ☒ Do **at least one** or more of the following:
   A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Provider does not view the PHI or only does so on a random or infrequent basis); or

   B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

   C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS SPA, PROVIDER IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. PROVIDER MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS SPA AS THOUGH FULLY SET FORTH HEREIN:

a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
   1. SFDPH Attestation 1 PRIVACY (06-07-2017)
   2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**
Provider is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this SPA.
This option requires review and approval from the Office of Compliance and Privacy Affairs.

13.3 **Protected Health Information.**

Provider and all agents and employees Provider shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Provider by City in the performance of this SPA. Provider agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Provider or its subcontractors or agents by City, Provider shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 14 Data and Security

14.1 **City Data**

14.1.1 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

14.1.2 **Use of City Data**. Nothing herein shall be construed to confer any license or right to the City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Provider.

14.1.3 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Provider that relate to the protection of the security, confidentiality, or integrity of City Data, Provider shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

14.1.4 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

14.1.5 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the SPA. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this SPA, unless otherwise permitted in this SPA. The Provider shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 15 MacBride And Signature

15.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this SPA. By signing this SPA, Provider confirms that Provider has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this SPA on the day first mentioned above.

City

San Francisco Department of Public Health

DocuSigned by:
Greg Wagner
28527524752949F...
9/2/2020 | 3:03:08 PDT

Grant Colfax, MD
Director of Health

Provider

Pro Transport-1

DocuSigned by:
Alex Baker
FE07A47ADE68468...
9/1/2020 | 3:59:50 PDT

Alex Baker
General Manager

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Louise Simpson
BD54168A4C3B452...
9/2/2020 | 8:20:54 PDT

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work
B: Business Associate Agreement

Appendix A

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED SERVICE PROVIDER:

Approved service Providers authorized to participate in the LEMSA EMS system shall perform as follows:

(1) (911 Providers, only) Provide emergency medical service response on a continuous twenty-four (24) hours per day basis, unless otherwise specified by the LEMSA.

(2) Utilize and maintain telecommunications as specified by the LEMSA.

(3) Maintain medication solution, medical supplies, and equipment inventory as specified by the LEMSA commensurate with the basic and local optional scope of practice of the paramedic and EMT.

(A) Ensure that security mechanisms and procedures are established for controlled substances, including, but not limited to:

1. controlled substance ordering and order tracking;

2. controlled substance receipt and accountability;

3. controlled substance master supply storage, security and documentation;

4. controlled substance labeling and tracking;

5. vehicle storage and security;

6. usage procedures and documentation;

7. reverse distribution;

8. disposal;

9. re-stocking procedures.

(B) Ensure that mechanisms for investigation and mitigation of suspected tampering or diversion are established, including, but not limited to;

10. controlled substance testing;

11. discrepancy reporting;

12. tampering, theft and diversion prevention and detection;

13. usage audits.

(5) Be responsible for assessing and ensuring current knowledge of their paramedics and EMTs in local policies, procedures and protocols and for assessing their EMT and/or paramedics' skills competency. Documentation of assessment results shall be made available to the LEMSA.

(6) If, through the EMSQIP the LEMSA Medical Director determines that an EMT and/or paramedic needs additional training, observation or testing, the LEMSA Medical Director may create a specific and targeted program of remediation based upon the identified needs of the EMT and/or paramedic. If there is disagreement between the Provider and the LEMSA Medical Director, the decision of the LEMSA Medical Director shall prevail.

Provider understands and agrees that the LEMSA may deny, suspend, or revoke the approval of a service Provider for failure to comply with applicable policies, procedures, and regulations.

(7) Provider shall employ a Provider Medical Director who must be approved, in writing, by the LEMSA Medical Director.

II. BENEFITS GRANTED BY LEMSA TO PROVIDER

1. Boundaries:

Provider may provide ALS and/or BLS Ground Ambulance Services based upon a Certification of Operation, within the defined boundaries of the City and County of San Francisco (LEMSA EMS service area), to include Treasure Island, the Golden Gate National Recreational Area, and other Federal property within the contiguous borders of the LEMSA EMS service area, notwithstanding entry restrictions placed by Federal jurisdiction, during the period of this SPA. The ALS and/or BLS Ground Ambulance Services shall include Site to Facility patient transports, as well as Facility to Facility transports, originating from a private request and responses to 9-1-1 calls.

2. Availability of 9-1-1 Ambulances:

a) All 9-1-1 Providers shall ensure a minimum of two ambulances available to the 9-1-1 system twenty-four (24) hours per day, 365 days per year plus ambulance transport may include no more than 5 transports per month to cover unfilled service calls for patients being cared for within the DPH system.

b) Within 90 days after execution of the SPA, and t least annually thereafter, the LEMSA will notify Providers of the minimum overall number of staffed ambulances needed to meet the EMS system demand ("System Demand Analysis")

c) Within 90 days after execution of this SPA, and annually within 90 days of receipt of the System Demand Analysis, each 9-1-1 Provider shall provide their minimum Ambulance Deployment and Staffing Plan to the LEMSA, which shall be binding until receipt of the City's next System Demand Analysis.

d) Immediately upon the commencement of Services under this SPA, each Provider shall provide the LEMSA its daily staffing report.

3. City Facilities (Zuckerberg San Francisco General and Laguna Honda Hospital)

The LEMSA urges all Providers to respond to all Requests for Proposals issued by the San Francisco Department of Public Health for as-needed non-emergency services for Zuckerberg San Francisco General Hospital, Laguna Honda Hospital, the San Francisco Department of Public Health clinics, and other contracted Facilities, as well as urging City Providers to perform inter-Facility transports.

4. SPA Committees:

All Providers shall participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following SPA Committees which shall be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a) Emergency Medical Services Advisory Committee

b) Medical Director's Committee

c) Operations Committee

d) Quality Improvement Committee

e) Trauma Committee

f) STAR Committee

g) Stroke Committee

h) Other Committees determined by the LEMSA

Ambulance Provider membership is listed in LEMSA Policy 1010.

5. Report of ALS Provider Status:

Upon request from any entity, including insurance companies, fiscal intermediaries, and other third party payers, LEMSA will identify currently authorized ALS Providers as an authorized Provider of ALS service, pursuant to California Code of Regulations, Title 22, Section, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168.

6. Coordination of EMS Mutual Aid Requests:

a) Outgoing 9-1-1 EMS Mutual Aid will be coordinated by the Medical Health Operational Area Coordinator (MHOAC) and will be planned in consultation with the LEMSA to minimize impact on the SF EMS System.

b) Incoming 9-1-1 EMS Mutual Aid assets will be requested by LEMSA through the MHOAC for state and regional resources. These EMS assets will be assigned to appropriate task forces, strike teams, or other assignments as determined necessary by the LEMSA in compliance with the emergency management practices outlined in LEMSA Policies and Protocols.

c) Intra-county mutual aid shall be authorized and requested by the LEMSA when the 9-1-1/PSAP generated demand exceeds, or is anticipated to exceed, the capacity of the 9-1-1/PSAP authorized ALS Providers, as determined by the LEMSA.

7. Non-Transport Treatment Fee:

The San Francisco Fire Department is authorized by local ordinance to charge a fee for on-scene treatment without a transport to a hospital. King-American Ambulance Company and American Medical Response West are authorized to charge a non-transport fee in an amount sufficient to cover the reasonable cost of this service and is agreed upon by the LEMSA.

III. OBLIGATIONS OF PROVIDER

1. Mutual Aid:

LEMSA may request mutual aid EMS resources during situations requiring additional EMS resources. Provider may provide resources, at the request of the LEMSA, in such numbers and durations as determined to be in the interest of the LEMSA**.**

2. Automatic Aid Provision:

With approval of the LEMSA, Providers may dispatch up to five ambulances and one paramedic supervisor (known as an Ambulance Strike Team), to a request for immediate aid from any geopolitical entity in California, upon approval of the appropriate manager from that Provider. The Provider shall notify the LEMSA once they have deployed single assets or an Ambulance Strike Team so that system adjustments may be made, if necessary.

3. Performance Standards

a) Provider shall adhere to all requirements of state laws and regulations pertaining to the provision of EMS.

b) Provider shall adhere to City laws as set forth in San Francisco Health Code Articles 3 and 14, including any and all amendments thereto, if any, whether enacted before or during the term of this SPA and any extensions.

c) Provider shall adhere to all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d) Provider shall use the SEMS and the NIMS in the performance of all emergency services rendered under this SPA.

4. Document Review and Retention

a) All records maintained pursuant to this SPA, including but not limited to patient care, staffing, operations, fiscal and quality improvement records, dispatch logs, training records, vehicle maintenance records, controlled substance logs, Medicare compliance records, and all other records relating to its Services (California Health & Safety Code Section 1797.227) shall be available for inspections, audit, or examination by LEMSA or by their designated representatives, consistent with federal, state and local confidentiality and privacy laws, and shall be preserved by Provider for at least three (3) years from the termination of this SPA.

b) All patient contacts, treatments, and interactions shall be documented by Provider, and, if a patient is transported to a Facility, sent with the patient to the Facility.

c) Upon execution of this SPA, Providers shall provide LEMSA and/or LEMSA's third-party designee an unfiltered and unaltered data stream and full access to each patient's Medical Record and Computer Aided Dispatch ("CAD") (California Health & Safety Code Section 1797.227). Provider must use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the LEMSA. Provider must ensure that the electronic health record system can be integrated with the LEMSA's data system, so that the LEMSA may collect data from the provider.

d) Upon LEMSA request, Provider shall prepare and submit written reports on incidents based on Services provided under this SPA.

e) Provider shall submit monthly operation reports to the LEMSA, by the last day of the following month, in a form prescribed by the LEMSA.

f) Provider shall provide additional information and reports as requested by the LEMSA to monitor Provider performance, including but not limited to reports regarding response intervals, staffing, skilled intervention and/or performance reports, core measures reports/data, policy compliance reports, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion..

5. Disaster Preparedness

a) Provider shall annually participate in a least one system-wide discussion based exercise and one system-wide functional exercise per calendar year to benefit coordination among Providers, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b) Provider shall ensure staff, with appropriate authority to act on the behalf of Provider, are present in the City's Emergency Operations Center (EOC) when requested by LEMSA during activations or exercises involving Provider.

6. Incident Reporting

Provider shall file or caused to be filed, an Incident Report form consistent with LEMSA Policy in each instance as required by the LEMSA within timeframe reporting requirements as set forth in LEMSA policies.

7. Inspection Standards

Parties acknowledge and agree that inspection standards are governed by San Francisco Health Code Article 14, or any successor provisions.

8. Field Personnel Communication Standards

a) Provider shall post LEMSA notices and bulletins at all employee locations.

b) Provider shall require, through written policy, all personnel to have knowledge of, and follow, LEMSA Policies, Procedures and Protocols, and Directives.

c) Provider shall:

i. Ensure and assess that all EMT's and EMT-P's are trained in LEMSA policies, procedures, and protocols. Such training shall include cognitive, motor and retention skills that allow employees to properly perform EMS duties; and

ii. Provide at each Provider location, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

iii. Submit compliance reports quarterly to the LEMSA.

9. Fatigue Prevention

a) Provider shall develop and implement policies acceptable to LEMSA to minimize fatigue by EMT-Ps and EMTs.

b) Provider shall comply with California Code of Regulations Title 13, Section 1105 (e), which states: Driver Conditions: No person shall drive or be directed to drive an ambulance, when his/her ability to operate the ambulance safely is adversely affected by fatigue, illness or other cause nor when the vehicle is unsafe to operate.

c) Provider has informed, and agrees to continue to inform, employees of the regulation and will not retaliate against those complaining of fatigue, illness, or other cause that may affect that employee's ability to operate an ambulance safely.

10. Protected Patient Information

Provider shall comply with all federal and state patient privacy laws, and shall have and enforce a policy that prohibits Provider's employees from inappropriate sharing of protected patient

information to include sharing via personal communication devices, social media, and any other form of data transmission.

11. Prohibition on Alcohol and Drug Use

Provider shall have and enforce a policy that prohibits Provider's employees from performing any ALS or BLS service under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit Provider's employees from performing such services under the influence of any other substances, including prescription or non-prescription medication, which impairs their physical or mental performance.

12. Reporting of EMT and EMT-Paramedic Violations

Provider shall comply fully and timely with the reporting requirements of California Health and Safety Code Section, Division 2.5, Sections 1798.200, 1799.112, and LEMSA policies and protocols. Provider shall notify the LEMSA Medical Director within 24 hours when an allegation has been validated as a potential violation of 1798.200. Supporting documentation shall be provided within 72 hours. Notification shall be made to the LEMSA within 24 hours if an EMT and/or EMT-P is removed from patient care or resigns for an investigation based on evidence for disciplinary cause or reason.

16. LEMSA Emergency Medical Services Quality Improvement Program

Provider must participate in the LEMSA's EMSQIP as required by California Code of Regulations, Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168.

17. Infection Control, Health and Safety:

a) Provider must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

b) Provider must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

c) Provider must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

d) Provider is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

e) Provider shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

f) Provider shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

g) Provider assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

h) Provider shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

18. Aerosol Transmissible Disease Program, Health and Safety:

Provider must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

19. Regional Training

Provider shall designate a minimum of one dedicated part-time staff member, hours based on need, to participate in LEMSA's regional training program to develop, teach, and implement consistent and quality prehospital education based upon LEMSA strategic objectives and quality improvement initiatives.

APPENDIX B

San Francisco Department of Public Health

Business Associate Agreement

This Business Associate Agreement ("BAA") supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity ("CE"), and Contractor, the Business Associate ("BA") (the "Agreement"). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the

Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to

provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to

what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any

standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its

subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017
Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	

PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors.

	DOES YOUR ORGANIZATION…	Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?		
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?		
	If yes: Name & Title:		
	Phone #:		
	Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]		
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information?		
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so **AND** that health information is **only transferred or created on encrypted devices approved by SFDPH Information Security staff**?		

II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.

	If Applicable: DOES YOUR ORGANIZATION…	Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)		
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?		
J	Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?		
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?		

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	

IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

Contractor Name:		Contractor City Vendor ID	

DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors.

	DOES YOUR ORGANIZATION…	**Yes**	**No***
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]		
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?		
	Date of last Data Security Risk Assessment/Audit:		
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:		
C	Have a formal Data Security Awareness Program?		
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?		
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?		
	If yes: Name & Title:	Phone #:	Email:
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]		
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain , transmit, or access SFDPH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	

III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

City and County of San Francisco
San Francisco Department of Public Health
Emergency Medical Services Division
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Public Health and Royal Ambulance Inc.

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This emergency Service Provider Agreement ("SPA") is made this 15th day of June, 2021 in the City and County of San Francisco, State of California, by and between Royal Ambulance Inc. ("Provider") and the City and County of San Francisco, acting by and through its Depaartment of Public Health.

Recitals

WHEREAS, the San Francisco Department of Public Health is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code Section 1797.200; and

WHEREAS, Provider possesses all requisite LEMSA approvals to participate in the LEMSA Emergency Medical Services ("EMS") system, including a current and valid Certificate of Operation and when necessary an Ambulance Permit, in accordance with San Francisco Health Code Article 14; and

WHEREAS, the San Francisco Emergency Medical Services Plan authorizes Provider to provide Advanced Life Support ("ALS"), Basic Life Support ("BLS"), and/or Special Ambulance Services within the LEMSA EMS service area; and

WHEREAS, California Code of Regulations, Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168(b)(4), requires that authorized paramedic service Providers have a written service provider agreement ("SPA") with the LEMSA allowing the Provider to participate in the LEMSA EMS system and obligating the Provider to comply with all State regulations and local policies and procedures, including participation in the LEMSA's Emergency Medical Services Quality Improvement Program ("EMSQIP"); and

WHEREAS, the Parties wish to enter into this written SPA in compliance with Section 100168(b)(4), when required, or otherwise as required by the LEMSAs;

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this SPA:

1.1. **"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 department or other medical staff of that hospital, as defined by California Health and Safety Code, Division 2.5, Section 1797.52, including the scope of practice of Paramedic as listed in Section 1797.52 and any LEMSA approved Local Optional Scope of Practice.

1.2. **"ALS Ground Ambulance Services"** means the provision of advanced life support services provided in an ambulance by an authorized ALS Provider pursuant to a Service Provider Agreement (SPA) consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and LEMSA policies and procedures.

1.3. **"Ambulance Permit"** means a permit issued by LEMSA's Medical Director for an ambulance or routine medical transport vehicle pursuant to the San Francisco Health Code, Article 14. This permit is required to operate an ambulance or routine medical transport vehicle within the City and County of San Francisco.

1.4. **"Authorized ALS Ambulance Provider"** means an ambulance Provider that is authorized to provide ALS ambulance services within the City pursuant to a Service Provider Agreement with the LEMSA.

1.5. **"Basic Life Support (BLS)"** means emergency first aid and cardiopulmonary resuscitation procedures, which at a minimum, include: recognizing respiratory arrest and application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim can be transported or until advanced life support is available, as defined by California Health and Safety Code, Division 2.5, Section 1797.60, including the basic scope of practice as listed in Section 1797.60 and any LEMSA approved Local Optional Scope of Practice.

1.6. **"Authorized BLS Ambulance Provider"** means an ambulance Provider that is authorized, staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, the City Ambulance Ordinance, and LEMSA Policies, Procedures and Protocols.

1.7. **"Certificate of Operation"** means a Certificate issued under San Francisco Health Code Article 14 by the LEMSA Medical Director to a Provider who qualifies to operate an ambulance in the City. To qualify for a Certificate of Operation, the Provider must hold three valid and current Ambulance Permits.

1.8. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.9. **"Emergency Medical Personnel"** means all public safety first responders, Emergency Medical Dispatchers, EMTs and EMT-Ps functioning within the emergency medical services system.

1.10. **"Emergency Medical Services Quality Improvement Program (EMSQIP)"** means the continuing quality improvement program, procedures and protocol documents developed by the LEMSA.

1.11. **"Emergency Medical Technician (EMT)"** means an individual trained in all facets of basic life support according to standards prescribed by California Health and Safety Code, Division 2.5, Section 1797.80, and who has a valid certification issued pursuant to said division and local training as required by LEMSA.

1.12. **"Emergency Medical Technician – Paramedic (EMT-P)"** means an individual whose scope of practice is to provide advanced life support governed by standards prescribed by California Health and Safety Code, Division 2.5, Section 1797.84, and who has a valid license issued pursuant to said division and local accreditation as required by LEMSA.

1.13. **"Facility"** means a location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is physically present and assessed the patient's need for LEMSA.

1.14. **"Ground Ambulance Services"** means all ambulance services performed at the request of and determined to be either a Code Two or Code Three level response by an Authorized LEMSA Dispatch Center.

1.15. **"LEMSA Medical Director"** means the San Francisco Director of Health, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.16. **"Medical Emergency"** means the term used to denote a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at a designated LEMSA Dispatch Center.

1.17. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Provider and included in Provider's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.18. **"National Incident Management System (NIMS)"** means the incident management system developed by the US Department of Homeland Security, FEMA, as required by Homeland Security Presidential Directive 5 (HSPD-5).

1.19. **"Primary Public Safety Answering Point (PSAP)"** means the location where the 911 call is first answered.

1.20. **"Provider Program Director"** means the Medical Director of the Provider.

1.21. **"Response Codes"** means the dispatch term which denotes the level of priority for units responding to the scene as defined herein:

a) **Code One** - Routine or schedule transportation of patients.
b) **Code Two** - A non-life threatening Medical Emergency requiring immediate response.
c) **Code Three** - A Medical Emergency requiring immediate response with red light and siren.

1.22. **"Services"** means the provision of any and all services under this SPA.

1.23. **"Site"** means a location where a patient or patient representative requests ambulance service in which a physician, physician's assistant or nurse practitioner is NOT physically present and has NOT assessed the patient's need for LEMSA.

1.24. **"Special Ambulance Service"** means any unit-type, providing Emergency Medical Services and patient care that can be dispatched to a medical call without the ability to provide patient transport.

1.25. **"Standardized Emergency Management System (SEMS)**" means the standardized emergency management system identified in California Government Code, Section 8607.

Article 2 Term of the Agreement

2.1 **Initial Term.**

The term of this SPA shall commence on June 15, 2021 and expire five years later on June 14, 2026, unless earlier terminated as otherwise provided herein.

2.2 **Renewal of SPA.**

This SPA shall auto-renew for four additional one-year periods upon Provider's payment of all required Certificate of Operation and/or Ambulance Permit fees and conditioned on Provider's compliance with all Certificate of Operation and Ambulance Permit requirements. The renewed SPA shall automatically terminate should Provider fail to pay all required Certificate of Operation and/or Ambulance Permit fees.

Article 3 Audit

3.1 Audit and Inspection of Records.

Provider agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours, accurate books and records, including but not limited to patient care, staffing, operations, fiscal and quality improvement records, dispatch logs, training records, vehicle maintenance records, controlled substance logs, Medicare compliance records, and all other records relating to its Services (California Health & Safety Code Section 1797.227). Provider will permit City to audit, examine and make excerpts and transcripts from such books and records related to all matters covered by this SPA. Provider must use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the local EMS agency. Provider must ensure that the electronic health record system can be integrated with the LEMSA's data system, so that the LEMSA may collect data from the provider. To the extent required by applicable law or regulation, the State of California or any Federal agency having an interest in the subject matter of this SPA shall have the same rights as conferred upon City by this Section.

Article 4 Services and Resources

4.1 Provider Shall Obtain All Necessary Permits and/or Approvals.

4.1.1 Provider shall not commence the provision of any services under this SPA until all necessary permits and/or approvals have been issued. Specifically, before commencing work, Provider shall apply for and obtain from LEMSA a Certificate of Operation and when required an Ambulance Permit, and/or all other required regulatory permits and/or approvals in accordance with applicable law, including California Code of Regulations Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic); California Health and Safety Code, Division 2.5 (Emergency Medical Services); and San Francisco Health Code, Article 14 (Ambulances and Routine Medical Transport Vehicles). Nothing in this SPA is intended to imply that City will issue any permits and/or approvals.

4.1.2 Provider shall pay all fees required as a condition precedent to the issuance of any such permits and/or approvals in accordance with the applicable rates and charges then in effect as indicated in LEMSA's fee schedule. The payments made by Provider to City shall be less than or equal to the City's actual costs to provide the LEMSA administration and oversight services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. .

4.2 Services Provider Agrees to Perform.

Provider agrees to perform the services detailed in Appendix A, "Statement of Work." Officers and employees of the City are not authorized to request services beyond the scope listed in Appendix A.

4.3 Qualified Personnel.

Provider shall ensure all Emergency Medical Personnel are actively certified, licensed, and/or accredited in accordance with state and local policies and regulations in order to provide medical care as part of Provider services.

4.4 Subcontracting.

Excluding services for 9-1-1 calls, Provider may subcontract services to be performed under this SPA to other San Francisco LEMSA permitted service providers. For clarity 9-1-1 services may not be subcontracted.

4.5 Assignment.

The services to be performed by Provider are personal in character. Neither this SPA, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Provider. Any purported Assignment made in violation of this provision shall be null and void.

4.6 No Transfer of Certificate of Operation or Ambulance Permit.

Each Certification of Operation and/or Ambulance Permit by the LEMSA is a privilege that is personal and specific to Provider. Neither a Certificate of Operation, an Ambulance Permit, nor any of the privileges conferred thereunder may be neither sold, conveyed, assigned, encumbered, nor otherwise transferred by Provider. Any attempt to sell, convey, assign, encumber or otherwise transfer a Certificate of Operation, any Ambulance Permit, or the privileges conferred thereunder may result in the City's termination of this SPA.

4.7 Activities at Permittee's Expense.

Any act that Provider performs under this SPA or applicable law shall be performed at Provider's expense and without cost to City, unless said Provider is a City agency or employee providing services under this SPA.

4.8 Warranty.

Provider warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this SPA as detailed in Appendix A (Statement of Work).

Article 5 Insurance and Indemnity (RESERVED FOR SFFD)

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Provider's liability pursuant to the "Indemnification" section of this SPA, Provider must maintain in force, during the full term of the SPA, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $10,000,000 each occurrence and $20,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than $10,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Provider's profession, with limits not less than $10,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Provider shall be permitted to use umbrella or excess coverage to meet the required limits for insurance in this section.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this SPA, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Provider shall maintain such coverage continuously throughout the term of this SPA and, without lapse, for a period of three years beyond the expiration of this SPA, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the SPA, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this SPA, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this SPA, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this SPA effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Provider shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in

form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Provider's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents and subcontractors.

5.1.9 If Provider will use any subcontractor(s) to provide Services, Provider shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Provider as additional insureds.

5.1.10 City may, in its sole discretion, choose to reconsider the amounts and coverages above and require amendment of this SPA to update such amounts and coverages during the term of the SPA. Provider's execution of an amendment to this SPA to put changes to these amounts and coverages in effect shall not be withheld.

5.2 **General Indemnification.**

5.2.1 Provider shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all third party claims for loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person (including but not limited to patient and/or patient's relative's claims for damages arising from medical malpractice), or loss of or damage to property, arising directly or indirectly from Provider's performance of this SPA, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this SPA and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City, in which case damages will be apportioned under the California doctrine of comparative fault. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related third party costs that the City necessarily incurs.

5.2.2 In addition to Provider's obligation to indemnify City, Provider specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, while such claim is in effect, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Provider by City and continues at all times thereafter.

5.3 **Infringement Indemnification.**

Provider shall indemnify and hold the City harmless from all third party claims, loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of United States patent rights, or any copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons, arising directly or indirectly from Provider's performance of this SPA.

Article 6 Liability of the Parties

6.1 **City's Liability Limit. (RESERVED)**

6.2 **Liability for Incidental and Consequential Damages. (RESERVED)**

6.3 **Liability for Use of Equipment.**

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Provider, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Payment of Taxes (RESERVED FOR SFFD)

7.1 Provider Shall Collect and Remit Taxes.

Where required under applicable law, Provider shall collect and remit to City all applicable taxes in compliance with the City's Business and Tax Regulations Code. Provider shall provide such records to City as City may require to confirm its compliance with these requirements.

7.2 Possessory Interest Tax.

Provider understands that this SPA may create a possessory interest subject to property taxation and that Provider may be subject to the payment of such taxes.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 **City.** The City shall have the option, in its sole discretion, to terminate this SPA, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Provider ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 **Provider.** Provider shall have the option, in its sole discretion, to terminate this SPA, at any time during the term hereof, for convenience and without cause. Provider shall exercise this option by giving City ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

8.2 Probation, Suspension, and/or Termination for Default; Remedies.

The City may terminate this SPA for material breach by Provider, including but not limited to, as detailed in the LEMSA's "Pre-Hospital Provider Standards" policy. Failure to comply with the terms of this SPA, local policies and protocols, and all applicable laws and regulations as determined by the LEMSA, may result in probation, suspension, or termination of Provider's authorization to operate in the LEMSA EMS service area. In the event that Provider defaults in the performance of any duties or obligations hereunder and the default or breach has not been cured within thirty (30) calendar days of receipt of written notice of default, such failure shall be cause for the LEMSA to effect any of the following, acting in its sole discretion: Revocation of Provider's Certificate of Operation and/or Ambulance Permit; placing Provider on probation with a LEMSA approved corrective action plan; suspension of Provider's Services under this Agreement; and/or termination of this Agreement.

8.3 Non-Waiver of Rights.

The omission by the City at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by Provider at the time designated, shall not be a waiver of any such default or right to which the City is entitled, nor shall it in any way affect the right of the City to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this SPA listed below, shall survive termination or expiration of this SPA:

Article 3	Audit
Article 5	Insurance and Indemnity
Article 6	Liability of Parties
Article 7	Payment of Taxes
Article 11	General Provisions
Article 13	Data and Security

Subject to the survival of the Sections identified above, if this SPA is terminated prior to expiration of the term specified in Article 2, this SPA shall be of no further force or effect.

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference (RESERVED FOR SFFD)

10.1 Laws Incorporated by Reference.

Provider represents and warrants that it will comply with all applicable laws and regulations in performing the Services. Subject to the foregoing, the full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this SPA. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the SPA ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 Conflict of Interest.

By executing this SPA, Provider certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this SPA.

10.3 Consideration of Salary History.

Provider shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Provider is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this SPA or in furtherance of this SPA, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Provider is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Provider is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.4 Nondiscrimination Requirements

Provider does not as of the date of this SPA, and will not during the term of this SPA, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate against an applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition, marital status, or citizenship, or otherwise, including in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

10.5 **Minimum Compensation Ordinance.**

Provider shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Provider is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Provider is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this SPA, Provider certifies that it is in compliance with Chapter 12P.

10.6 **Health Care Accountability Ordinance.**

Provider shall comply with San Francisco Administrative Code Chapter 12Q. For each Covered Employee, Provider shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Provider chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Provider is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Provider shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.7 **Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Provider to remove from performance of services under this SPA personnel of any Provider who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this SPA "controlled substance" includes cannabis and derivative products.

10.8 **Consideration of Criminal History in Hiring and Employment Decisions**

10.8.1 Provider agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Provider/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this SPA as though fully set forth herein. The text of the

Chapter 12T is available on the web at http://sfgov.org/olse/fco. Provider is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this SPA shall have the meanings assigned to such terms in Chapter 12T.

10.8.2 The requirements of Chapter 12T shall only apply to a Provider's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this SPA, shall apply only to applicants and employees who would be or are performing work in furtherance of this SPA, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.9 Food Service Waste Reduction Requirements.

Provider shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.10 Distribution of Beverages and Water. (RESERVED)

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this SPA, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Deputy Director, San Francisco EMS Agency City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfdph.org
To Provider:	Hasieb Lemar Chief Operations Officer Royal Ambulance Inc. 14472 Wicks Blvd. San Leandro, CA 94577 Hasieb.Lemar@Royalambulance.com

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Provider shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved.**

11.4 **Sunshine Ordinance.**

Provider acknowledges that this SPA and all records related to its formation, Provider's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this SPA.**

This SPA may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," except by written instrument executed by the Parties and approved in the same manner as this SPA.

11.6 **Dispute Resolution Procedure.**

11.6.1 The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this SPA in accordance with the LEMSA's "Pre-Hospital Provider Standards" policy.

11.6.2 During the course of any Dispute Resolution process, Provider shall comply with all directives issued by the LEMSA. In the event that the LEMSA identifies a deficiency that LEMSA acting in its sole discretion determines may cause a threat to public health and/or safety, the LEMSA may issue a written probation and/or suspension notice to the Provider. Upon receipt, the Provider shall immediately comply with the terms of that notice. If the notice calls for suspension, Provider shall immediately suspend Services under this SPA until the LEMSA verifies that Provider has implemented all required corrections. Provider's failure to implement all required corrections as determined by the LEMSA acting in its sole discretion may result in termination of this SPA for default.

11.7 **Government Code Claim Requirement.**

No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this SPA shall operate to toll, waive or excuse Provider's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.8 **Agreement Made in California; Venue.**

The formation, interpretation and performance of this SPA shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this SPA shall be in San Francisco.

11.9 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this SPA.

11.10 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This SPA may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.11 Compliance with Laws.

Provider shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Provider's performance of this SPA, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.12 Severability.

Should the application of any provision of this SPA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this SPA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.13 Order of Precedence.

Provider agrees to perform the services described below in accordance with the terms and conditions of this SPA, and the Statement of Work attached as Appendix A. The terms of this SPA are to be read and interpreted together with all other documents, appendices, exhibits, and addenda attached to the SPA as a single agreement.

11.14 Notification of Legal Requests.

Provider shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to this SPA, and in no event later than 24 hours after it receives the request.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this SPA, and no action to enforce the terms of this SPA may be brought against either party by any person who is not a party hereto.

12.2 Exclusion Lists and Employee Verification.

Upon execution of this SPA and monthly thereafter, Provider will check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to ensure that any employee, temporary employee, volunteer, consultant, or governing body member responsible for oversight, administering or delivering state or federally-funded services who is on any of these lists is excluded from (may not work in) Provider's program or agency. Proof of checking these lists must be retained for seven years.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this SPA requires City to disclose "Private Information" to Provider within the meaning of San Francisco Administrative Code Chapter 12M, Provider and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this SPA and only as necessary in performing the Services. Provider is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Provider, such information must be held by Provider in confidence and used only in performing the SPA, except as required by law, professional rule or regulation. Provider shall exercise the same standard of care to protect such information as a reasonably prudent Provider would use to protect its own proprietary or confidential information.

13.2 **Business Associate Agreement.**

The City represents that it is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

In accordance with applicable laws, the parties acknowledge that Provider will:

1. ☒ Do **at least one** or more of the following:
A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Provider does not view the PHI or only does so on a random or infrequent basis); or

B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or

C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS SPA, PROVIDER IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. PROVIDER MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS SPA AS THOUGH FULLY SET FORTH HEREIN:

a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
   1. SFDPH Attestation 1 PRIVACY (06-07-2017)
   2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**
Provider is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this SPA.

This option requires review and approval from the Office of Compliance and Privacy Affairs.

13.3 **Protected Health Information.**

Provider and all agents and employees Provider shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Provider by City in the performance of this SPA. Provider agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Provider or its subcontractors or agents by City, Provider shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 14 Data and Security

14.1 **City Data**

14.1.1 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

14.1.2 **Use of City Data**. Nothing herein shall be construed to confer any license or right to the City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Provider.

14.1.3 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Provider that relate to the protection of the security, confidentiality, or integrity of City Data, Provider shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

14.1.4 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

14.1.5 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the SPA. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this SPA, unless otherwise permitted in this SPA. The

Provider shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 15 MacBride And Signature

15.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this SPA. By signing this SPA, Provider confirms that Provider has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this SPA on the day first mentioned above.

City

San Francisco Department of Public Health

DocuSigned by:
Greg Wagner 5/27/2021 | 1:59:46 PDT
28527524752949F...

Grant Colfax, MD
Director of Health

Provider

Royal Ambulance Inc.

DocuSigned by:
Hasieb Lemar 5/26/2021 | 2:54:04 PDT
EA93CF70813840D...

Hasieb Lemar
Chief Operations Officer

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Louise Simpson 5/26/2021 | 4:48:18 PDT
BD54168A4C3B452...

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work
B: Business Associate Agreement

Appendix A

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED SERVICE PROVIDER:

Approved service Providers authorized to participate in the LEMSA EMS system shall perform as follows:

(1) (911 Providers, only) Provide emergency medical service response on a continuous twenty-four (24) hours per day basis, unless otherwise specified by the LEMSA.

(2) Utilize and maintain telecommunications as specified by the LEMSA.

(3) Maintain medication solution, medical supplies, and equipment inventory as specified by the LEMSA commensurate with the basic and local optional scope of practice of the paramedic and EMT.

(A) Ensure that security mechanisms and procedures are established for controlled substances, including, but not limited to:

1. controlled substance ordering and order tracking;

2. controlled substance receipt and accountability;

3. controlled substance master supply storage, security and documentation;

4. controlled substance labeling and tracking;

5. vehicle storage and security;

6. usage procedures and documentation;

7. reverse distribution;

8. disposal;

9. re-stocking procedures.

(B) Ensure that mechanisms for investigation and mitigation of suspected tampering or diversion are established, including, but not limited to;

10. controlled substance testing;

11. discrepancy reporting;

12. tampering, theft and diversion prevention and detection;

13. usage audits.

(5) Be responsible for assessing and ensuring current knowledge of their paramedics and EMTs in local policies, procedures and protocols and for assessing their EMT and/or paramedics' skills competency. Documentation of assessment results shall be made available to the LEMSA.

(6) If, through the EMSQIP the LEMSA Medical Director determines that an EMT and/or paramedic needs additional training, observation or testing, the LEMSA Medical Director may create a specific and targeted program of remediation based upon the identified needs of the EMT and/or paramedic. If there is disagreement between the Provider and the LEMSA Medical Director, the decision of the LEMSA Medical Director shall prevail.

Provider understands and agrees that the LEMSA may deny, suspend, or revoke the approval of a service Provider for failure to comply with applicable policies, procedures, and regulations.

(7) Provider shall employ a Provider Medical Director who must be approved, in writing, by the LEMSA Medical Director.

II. BENEFITS GRANTED BY LEMSA TO PROVIDER

1. Boundaries:

Provider may provide ALS and/or BLS Ground Ambulance Services based upon a Certification of Operation, within the defined boundaries of the City and County of San Francisco (LEMSA EMS service area), to include Treasure Island, the Golden Gate National Recreational Area, and other Federal property within the contiguous borders of the LEMSA EMS service area, notwithstanding entry restrictions placed by Federal jurisdiction, during the period of this SPA. The ALS and/or BLS Ground Ambulance Services shall include Site to Facility patient transports, as well as Facility to Facility transports, originating from a private request and responses to 9-1-1 calls.

2. Availability of 9-1-1 Ambulances:

a) All 9-1-1 Providers shall ensure a minimum of two ambulances available to the 9-1-1 system twenty-four (24) hours per day, 365 days per year plus ambulance transport may include no more than 5 transports per month to cover unfilled service calls for patients being cared for within the DPH system.

b) Within 90 days after execution of the SPA, and t least annually thereafter, the LEMSA will notify Providers of the minimum overall number of staffed ambulances needed to meet the EMS system demand ("System Demand Analysis")

c) Within 90 days after execution of this SPA, and annually within 90 days of receipt of the System Demand Analysis, each 9-1-1 Provider shall provide their minimum Ambulance Deployment and Staffing Plan to the LEMSA, which shall be binding until receipt of the City's next System Demand Analysis.

d) Immediately upon the commencement of Services under this SPA, each Provider shall provide the LEMSA its daily staffing report.

3. City Facilities (Zuckerberg San Francisco General and Laguna Honda Hospital)

The LEMSA urges all Providers to respond to all Requests for Proposals issued by the San Francisco Department of Public Health for as-needed non-emergency services for Zuckerberg San Francisco General Hospital, Laguna Honda Hospital, the San Francisco Department of Public Health clinics, and other contracted Facilities, as well as urging City Providers to perform inter-Facility transports.

4. SPA Committees:

All Providers shall participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following SPA Committees which shall be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a) Emergency Medical Services Advisory Committee

b) Medical Director's Committee

c) Operations Committee

d) Quality Improvement Committee

e) Trauma Committee

f) STAR Committee

g) Stroke Committee

h) Other Committees determined by the LEMSA

Ambulance Provider membership is listed in LEMSA Policy 1010.

5. Report of ALS Provider Status:

Upon request from any entity, including insurance companies, fiscal intermediaries, and other third party payers, LEMSA will identify currently authorized ALS Providers as an authorized Provider of ALS service, pursuant to California Code of Regulations, Title 22, Section, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168.

6. Coordination of EMS Mutual Aid Requests:

a) Outgoing 9-1-1 EMS Mutual Aid will be coordinated by the Medical Health Operational Area Coordinator (MHOAC) and will be planned in consultation with the LEMSA to minimize impact on the SF EMS System.

b) Incoming 9-1-1 EMS Mutual Aid assets will be requested by LEMSA through the MHOAC for state and regional resources. These EMS assets will be assigned to appropriate task forces, strike teams, or other assignments as determined necessary by the LEMSA in compliance with the emergency management practices outlined in LEMSA Policies and Protocols.

c) Intra-county mutual aid shall be authorized and requested by the LEMSA when the 9-1-1/PSAP generated demand exceeds, or is anticipated to exceed, the capacity of the 9-1-1/PSAP authorized ALS Providers, as determined by the LEMSA.

7. Non-Transport Treatment Fee:

The San Francisco Fire Department is authorized by local ordinance to charge a fee for on-scene treatment without a transport to a hospital. King-American Ambulance Company and American Medical Response West are authorized to charge a non-transport fee in an amount sufficient to cover the reasonable cost of this service and is agreed upon by the LEMSA.

III. OBLIGATIONS OF PROVIDER

1. Mutual Aid:

LEMSA may request mutual aid EMS resources during situations requiring additional EMS resources. Provider may provide resources, at the request of the LEMSA, in such numbers and durations as determined to be in the interest of the LEMSA**.**

2. Automatic Aid Provision:

With approval of the LEMSA, Providers may dispatch up to five ambulances and one paramedic supervisor (known as an Ambulance Strike Team), to a request for immediate aid from any geopolitical entity in California, upon approval of the appropriate manager from that Provider. The Provider shall notify the LEMSA once they have deployed single assets or an Ambulance Strike Team so that system adjustments may be made, if necessary.

3. Performance Standards

a) Provider shall adhere to all requirements of state laws and regulations pertaining to the provision of EMS.

b) Provider shall adhere to City laws as set forth in San Francisco Health Code Articles 3 and 14, including any and all amendments thereto, if any, whether enacted before or during the term of this SPA and any extensions.

c) Provider shall adhere to all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d) Provider shall use the SEMS and the NIMS in the performance of all emergency services rendered under this SPA.

4. Document Review and Retention

a) All records maintained pursuant to this SPA, including but not limited to patient care, staffing, operations, fiscal and quality improvement records, dispatch logs, training records, vehicle maintenance records, controlled substance logs, Medicare compliance records, and all other records relating to its Services (California Health & Safety Code Section 1797.227) shall be available for inspections, audit, or examination by LEMSA or by their designated representatives, consistent with federal, state and local confidentiality and privacy laws, and shall be preserved by Provider for at least three (3) years from the termination of this SPA.

b) All patient contacts, treatments, and interactions shall be documented by Provider, and, if a patient is transported to a Facility, sent with the patient to the Facility.

c) Upon execution of this SPA, Providers shall provide LEMSA and/or LEMSA's third-party designee an unfiltered and unaltered data stream and full access to each patient's Medical Record and Computer Aided Dispatch ("CAD") (California Health & Safety Code Section 1797.227). Provider must use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the LEMSA. Provider must ensure that the electronic health record system can be integrated with the LEMSA's data system, so that the LEMSA may collect data from the provider.

d) Upon LEMSA request, Provider shall prepare and submit written reports on incidents based on Services provided under this SPA.

e) Provider shall submit monthly operation reports to the LEMSA, by the last day of the following month, in a form prescribed by the LEMSA.

f) Provider shall provide additional information and reports as requested by the LEMSA to monitor Provider performance, including but not limited to reports regarding response intervals, staffing, skilled intervention and/or performance reports, core measures reports/data, policy compliance reports, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion..

5. Disaster Preparedness

a) Provider shall annually participate in a least one system-wide discussion based exercise and one system-wide functional exercise per calendar year to benefit coordination among Providers, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b) Provider shall ensure staff, with appropriate authority to act on the behalf of Provider, are present in the City's Emergency Operations Center (EOC) when requested by LEMSA during activations or exercises involving Provider.

6. Incident Reporting

Provider shall file or caused to be filed, an Incident Report form consistent with LEMSA Policy in each instance as required by the LEMSA within timeframe reporting requirements as set forth in LEMSA policies.

7. Inspection Standards

Parties acknowledge and agree that inspection standards are governed by San Francisco Health Code Article 14, or any successor provisions.

8. Field Personnel Communication Standards

a) Provider shall post LEMSA notices and bulletins at all employee locations.

b) Provider shall require, through written policy, all personnel to have knowledge of, and follow, LEMSA Policies, Procedures and Protocols, and Directives.

c) Provider shall:

i. Ensure and assess that all EMT's and EMT-P's are trained in LEMSA policies, procedures, and protocols. Such training shall include cognitive, motor and retention skills that allow employees to properly perform EMS duties; and

ii. Provide at each Provider location, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

iii. Submit compliance reports quarterly to the LEMSA.

9. Fatigue Prevention

a) Provider shall develop and implement policies acceptable to LEMSA to minimize fatigue by EMT-Ps and EMTs.

b) Provider shall comply with California Code of Regulations Title 13, Section 1105 (e), which states: Driver Conditions: No person shall drive or be directed to drive an ambulance, when his/her ability to operate the ambulance safely is adversely affected by fatigue, illness or other cause nor when the vehicle is unsafe to operate.

c) Provider has informed, and agrees to continue to inform, employees of the regulation and will not retaliate against those complaining of fatigue, illness, or other cause that may affect that employee's ability to operate an ambulance safely.

10. Protected Patient Information

Provider shall comply with all federal and state patient privacy laws, and shall have and enforce a policy that prohibits Provider's employees from inappropriate sharing of protected patient

information to include sharing via personal communication devices, social media, and any other form of data transmission.

11. Prohibition on Alcohol and Drug Use

Provider shall have and enforce a policy that prohibits Provider's employees from performing any ALS or BLS service under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit Provider's employees from performing such services under the influence of any other substances, including prescription or non-prescription medication, which impairs their physical or mental performance.

12. Reporting of EMT and EMT-Paramedic Violations

Provider shall comply fully and timely with the reporting requirements of California Health and Safety Code Section, Division 2.5, Sections 1798.200, 1799.112, and LEMSA policies and protocols. Provider shall notify the LEMSA Medical Director within 24 hours when an allegation has been validated as a potential violation of 1798.200. Supporting documentation shall be provided within 72 hours. Notification shall be made to the LEMSA within 24 hours if an EMT and/or EMT-P is removed from patient care or resigns for an investigation based on evidence for disciplinary cause or reason.

16. LEMSA Emergency Medical Services Quality Improvement Program

Provider must participate in the LEMSA's EMSQIP as required by California Code of Regulations, Title 22, Division 9, Chapter 4 (Emergency Medical Technical-Paramedic), Section 100168.

17. Infection Control, Health and Safety:

a) Provider must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

b) Provider must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

c) Provider must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

d) Provider is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

e) Provider shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

f) Provider shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

g) Provider assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

h) Provider shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

18. Aerosol Transmissible Disease Program, Health and Safety:

Provider must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

19. Regional Training

Provider shall designate a minimum of one dedicated part-time staff member, hours based on need, to participate in LEMSA's regional training program to develop, teach, and implement consistent and quality prehospital education based upon LEMSA strategic objectives and quality improvement initiatives.

Appendix B

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center (ZSFG)

TABLE OF CONTENTS

This Memorandum of Understanding ("MOU") is made July 1, 2023 in the City and County of San Francisco, State of California, by and between the San Francisco Department of Public Health ("DPH") and the San Francisco Department of Emergency Management ("DEM").

Recitals

WHEREAS, DEM is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Zuckerberg San Francisco General Hospital ("ZSFG"), a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on July 1, 2023 and expire 5 years later on June 30, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit (Reserved for ZSFG)**

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 **Services**

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix B (Base Hospital Statement of Work);

4.1.3 Appendix C (STEMI Receiving Center Statement of Work);

4.1.4 Appendix D (Stroke Receiving Center Statement of Work);

4.1.5 Appendix E (Trauma Receiving Center Statement of Work);

4.2 **Qualified Personnel.**

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility's authorized subcontractors) to perform the Services. Subcontracting.

4.3 **Independent Contractor. (Reserved for ZSFG)**

4.4 **Assignment.**

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 **Activities at Receiving Facility's Expense.**

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity (Reserved for ZSFG)

5.1 **General Indemnification. (Reserved for ZSFG)**

Article 6 Liability of the Parties

6.1 **Liability for Incidental and Consequential Damages. (Reserved for ZSFG)**

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 **Termination for Convenience**

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 **Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 Nondiscrimination Requirements.

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	SUSAN EHRLICH, MD ZUCKERBURG SAN FRANCISCO GENERAL 1001 POTRERO AVE, SAN FRANCISCO, CA 94110 628-206-8000 SUSAN.EHRLICH@SFDPH.ORG

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Sunshine Ordinance.

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco

Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 MOU Made in California; Venue.

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 Construction.

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 Entire Agreement.

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 Compliance with Laws.

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 Severability.

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 Cooperative Drafting.

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security (Reserved)

Article 13 Data and Security (Reserved)

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 6/22/2023
29F685F5254A4F0...

Receiving Facility

Zuckerberg San Francisco General

DocuSigned by:
Greg Wagner 6/20/2023
28527524752949F...

Grant Colfax, MD
Director of Health
Department of Public Health

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 6/23/2023
DD821142FB724F0...

Appendices

A: Statement of Work–Receiving Facility
B: Statement of Work–Base Hospital Receiving Center
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center
E: Statement of Work–Trauma Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010. LEMSA shall work with Receiving Facility to designate and implement appropriate training to ensure staff competency.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix B – Base Hospital

STATEMENT OF WORK

I. General Requirements For Approved Base Hospital:

1. Approved Base Hospital authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility.

b. Provide Base Hospital Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as listed in LEMSA Policy No. 5011 and Cal. Code Regs. Tit. 22, § 100169.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who participate in Base Hospital Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy Nos. 5010 and 2080. LEMSA shall work with Base Hospital Receiving Center to designate and implement appropriate training to ensure staff competency.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Base Hospital Receiving Center designation, as specified by LEMSA Policy Nos. 5011 and 6000. Base Hospital Receiving Center shall provide support to Base Center Plan as required in California, Health and Safety Code §§ 1798.100, 1798.102, and 1798.104.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Base Hospital Receiving Center designation for failure to comply with applicable LEMSA policies, procedures, and regulations.

2. Base Hospital Participation and Personnel

a. A LEMSA Medical Director may designate hospitals or other approved entities to provide medical direction of prehospital emergency medical care personnel, within its area of jurisdiction.

b. A Base Hospital Medical Director and Program Coordinator shall be designated at the Receiving Facility. The Receiving Facility shall notify the LEMSA immediately of any personnel changes.

3. Training and Continuing Education

a. Base Hospital shall provide continuing education and training on a minimum of a quarterly basis for Base Hospital Physicians and prehospital personnel.

4. Quality Improvement

a. Base Hospital shall submit a Quality Improvement Plan for approval by the LEMSA on an annual basis.

5. Base Hospital Obligation

a. Base Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Base hospital designation criteria, as

specified in California Health and Safety Code 1798.2, 1797.58, 1797.59, Cal. Code Regs. Tit. 22, § 100169, and LEMSA Policy No. 5011.

Appendix C – STEMI Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016. LEMSA shall work with STEMI Receiving Center to designate and implement appropriate training to ensure staff competency.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC (“STAR”)] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such

efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015. LEMSA shall work with Stroke Receiving Center to designate and implement appropriate training to ensure staff competency.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA

upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

Appendix E – Trauma Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED TRAUMA RECEIVING CENTER:

1. Approved Trauma Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide Trauma Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in California, Health and Safety Code 1798.165 and Cal. Code Regs. Tit. 22, §§ 100236 – 100266 (licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA).

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Trauma Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy Nos. 5010, 5013, and 5014. LEMSA shall work with Trauma Receiving Center to designate and implement appropriate competency training.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Trauma Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100236 – 100266. Trauma Receiving Center shall provide support to EMS System Trauma Plan as required in California, Health and Safety Code 1798.166.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Trauma Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to trauma designation criteria as specified in LEMSA policy Nos. 5010, 5013, and 5014 and Cal. Code Regs. Tit. 22, §§ 100236 – 100266.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected trauma transported to Receiving Facility designated as a Trauma Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Trauma Receiving Center acknowledges that LEMSA does not guarantee trauma patients will be delivered or diverted to Trauma Receiving Center for care and cannot assure that a minimum number of trauma patients will be delivered to Trauma Receiving Center during term of this MOU.

d. Trauma Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical trauma equipment or personnel not be available. Trauma Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Trauma Receiving Center capabilities may lead to suspension and/or termination of Trauma Receiving Center status.

e. Trauma Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5013 Trauma Designation. Trauma Receiving Center shall monitor compliance with LEMSA standards for Trauma Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Trauma Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Trauma Receiving Center status.

g. Trauma Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Trauma Receiving Center from providing trauma services and immediately update its status in the ReddiNet system if unable to provide trauma services.

h. Trauma Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Trauma Receiving Center standards within the timeframes established by LEMSA.

i. Trauma Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of trauma patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Trauma Committee, as listed in Appendix A.

k. Trauma Receiving Center shall submit trauma data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Trauma Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Trauma Receiving Center standards and may result in suspension and/or revocation of Trauma Receiving Center.

l. Trauma Receiving Center shall, at a minimum, collect and maintain the data specified in LEMSA policy and Cal. Code Regs. Tit. 22, §§ 100236 – 100266, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and Sutter Bay Hospitals dba California Pacific Medical Center

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This Memorandum of Understanding ("MOU") is made February 6, 2023 in the City and County of San Francisco, State of California, by and between Sutter Bay Hospitals dba California Pacific Medical Center ("Receiving Facility") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Sutter Bay Hospitals dba California Pacific Medical Center, a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on February 6, 2023 and expire 5 years later on February 5, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to is Specialty Receiving Center services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 Services

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix B (Base Hospital Statement of Work);

4.1.3 Appendix C (STEMI Receiving Center Statement of Work);

4.1.4 Appendix D (Stroke Receiving Center Statement of Work);

4.1.5 Appendix E (Trauma Receiving Center Statement of Work);

4.1.6 Appendix F EMS for Children (EMSC) Statement of Work).

4.2 Qualified Personnel.

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility‘s authorized subcontractors) to perform the Services. Subcontracting.

4.3 Independent Contractor.

For the purposes of this Article 4, “Receiving Facility” shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility’s performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 Assignment.

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 Activities at Receiving Facility’s Expense.

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense and without cost to City, unless said Receiving Facility is a City agency or employee providing services under this MOU.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 **Insurance.** A program of self insurance up to the levels required in this section is acceptable.

5.1.1 **Required Coverages.** Without in any way limiting Receiving Facility's liability pursuant to the "Indemnification" section of this MOU, Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(h) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Receiving Facility, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all Claims for breach of federal and/or state law regarding the privacy of health information, electronic records or related topics.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other

controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 **Nondiscrimination Requirements.**

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 **Notices to the Parties.**

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	CHIEF NURSING EXECUTIVE CALIFORNIA PACIFIC MEDICAL CENTER 1101 VAN NESS AVENUE SAN FRANCISCO, CA 94109 415.600.6000 JIM.BENNEY@SUTTERHEALTH.ORG

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Sunshine Ordinance.**

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 **MOU Made in California; Venue.**

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 **Compliance with Laws.**

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 **Protected Health Information.**

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving

Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 City Data

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll
29F685F5254A4F0...
2/8/2023

Receiving Facility

Sutter Bay Hospitals dba California Pacific Medical Center

DocuSigned by:
James K Benney
B1383D62B0FC408...
2/6/2023

James Benney, CNE
Chief Nursing Executive, CPMC

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown
DD821142FB724F0...
2/8/2023

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson
BD5516B...
2/8/2023

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work–Receiving Facility
B: Statement of Work–Base Hospital Receiving Center (Reserved)
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center
E: Statement of Work–Trauma Receiving Center (Reserved)
F: Statement of Work–EMS for Children Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C –STEMI Receiving Center

Applicable to Sutter Bay Hospitals dba California Pacific Medical Center, Van Ness Campus

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. **Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC (“STAR”)]

Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

Applicable to Sutter Bay Hospitals dba California Pacific Medical Center, Van Ness and Davies Campuses

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and

protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

Appendix F – EMS for Children (EMSC)

Applicable to Sutter Bay Hospitals dba California Pacific Medical Center, Van Ness Campus

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED EMSC RECEIVING CENTER:

1. **Approved EMSC Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide EMSC Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in EMSC Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5012.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for EMSC Receiving Center designation. EMSC Center shall provide support to EMSC Plan as specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a EMSC Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to EMSC designation criteria as specified in LEMSA policy and Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected EMSC transported to Receiving Facility designated as a EMSC Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. EMSC Receiving Center acknowledges that LEMSA does not guarantee EMSC patients will be delivered or diverted to EMSC Receiving Center for care and cannot assure that a minimum number of EMSC patients will be delivered to EMSC Receiving Center during term of this MOU.

d. EMSC Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical EMSC equipment or personnel not be available. EMSC Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent EMSC Receiving Center capabilities may lead to suspension and/or termination of EMSC Receiving Center designation.

e. EMSC Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy 5012 Pediatric Critical Care Standards. EMSC Receiving

Center shall monitor compliance with LEMSA standards for EMSC Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. EMSC Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of EMSC Receiving Center designation.

g. EMSC Receiving Center shall immediately notify LEMSA of any circumstances that will prevent EMSC Receiving Center from providing EMSC services and immediately update its status in the ReddiNet system if unable to provide EMSC services.

h. EMSC Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet EMSC Receiving Center standards within the timeframes established by LEMSA.

i. EMSC Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of EMSC patients.

j. EMSC shall actively and cooperatively participate in any committees, such as EMS for Children Committee, as listed in Appendix A.

k. EMSC Receiving Center shall submit EMSC data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and EMSC Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of EMSC Receiving Center standards and may result in suspension and/or revocation of EMSC Receiving Center.

l. EMSC Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and Kaiser Foundation Hospital-San Francisco

TABLE OF CONTENTS

This Memorandum of Understanding ("MOU") is made March 31, 2023 in the City and County of San Francisco, State of California, by and between Kaiser Foundation Hospitals, a California nonprofit public benefit corporation, ("KFH") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Kaiser Foundation Hospital – San Francisco ("Receiving Facility") a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Kaiser Foundation Hospital-San Francisco, a hospital that has been designated to receive EMS patients by the LEMSA and, where appropriate, KFH as the owner and operator of Kaiser Foundation Hospital – San Francisco.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on March 31, 2023 and expire 5 years later on March 30, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center; and

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to its Specialty Receiving Center services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 Services

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix C (STEMI Receiving Center Statement of Work); and

4.1.3 Appendix D (Stroke Receiving Center Statement of Work).

4.2 Qualified Personnel.

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility‘s authorized subcontractors) to perform the Services. Subcontracting.

4.3 Independent Contractor.

For the purposes of this Article 4, “Receiving Facility” shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility’s performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 Assignment.

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU.

4.5 Activities at Receiving Facility’s Expense.

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility’s expense and without cost to City.

4.6 Warranty.

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(f) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(g) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal, unless the policy has been replaced with comparable coverage. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including all claims for breach of federal and/or

state law regarding the privacy of health information, electronic records or related topics, including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City, in which case damages shall be apportioned pro rata in proportion to each Party's percentage of fault.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 Nondiscrimination Requirements.

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfdph.org
To Receiving Facility:	NICOLE THOMSON AREA FINANCE OFFICER, GOLDEN GATE SERVICE AREA KAISER FOUNDATION HOSPITAL-SAN FRANCISCO

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Sunshine Ordinance.

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 MOU Made in California; Venue.

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 Construction.

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 Entire Agreement.

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, “Modification of this Agreement.”

11.7 Compliance with Laws.

Receiving Facility shall keep itself fully informed of the City’s Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to

Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 **Protected Health Information.**

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 **City Data**

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 4/10/2023
29F685F5254A4F0...

Receiving Facility

Kaiser Foundation Hospital-San Francisco

DocuSigned by:
Nicole Thomson 4/6/2023
423E0EAAB0E843A8...
NICOLE THOMSON
AREA FINANCE OFFICER

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 4/12/2023
DD821142FB724F0...

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson
BD54C68A4C3B452...

4/10/2023

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work–Receiving Facility
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. STAR Committee (Specialty Designations Only)

d. Stroke Committee (Specialty Designations Only)

e. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to

an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C – STEMI Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. **Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC ("STAR")] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco,

acting by and through its Department of Emergency Management

and

Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH") and Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC")

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This Memorandum of Understanding ("MOU") is made on December 1, 2022 in the City and County of San Francisco, State of California, by and between Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH") and Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC") ("Receiving Facility") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH") at 900 Hyde St, San Francisco, CA 94109 and Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC") 450 Stanyan St., San Francisco, CA 94117, a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on December 1, 2022 and expire 5 years later on November 30, 2027, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to is Specialty Receiving Center

services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 **Services**

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix C (STEMI Receiving Center Statement of Work);

4.1.3 Appendix D (Stroke Receiving Center Statement of Work);

4.2 **Qualified Personnel.**

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility's authorized subcontractors) to perform the Services. Subcontracting.

4.3 **Independent Contractor.**

For the purposes of this Article 4, "Receiving Facility" shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility's performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 **Assignment.**

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 **Activities at Receiving Facility's Expense.**

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense and without cost to City, unless said Receiving Facility is a City agency or employee providing services under this MOU.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Receiving Facility's liability pursuant to the "Indemnification" section of this MOU, Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(h) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Receiving Facility, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all Claims for breach of federal and/or state law regarding the privacy of health information, electronic records or related topics.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 **Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 **Nondiscrimination Requirements.**

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 **Notices to the Parties.**

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	DARYN J. KUMAR, PRESIDENT AND CEO SAINT FRANCIS MEMORIAL HOSPITAL, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION ("SFMH") 900 HYDE ST., SAN FRANCISCO, CA 94109 415-353-6000 DARYN.KUMAR@DIGNITYHEALTH.ORG DARYN J. KUMAR, PRESIDENT AND CEO Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC") 450 Stanyan St., San Francisco, CA 94117 415-668-1000 daryn.kumar@dignityhealth.org

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Sunshine Ordinance.**

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 **MOU Made in California; Venue.**

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 **Compliance with Laws.**

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 Protected Health Information.

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 City Data

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 12/2/2022
29F685F5254A4F0...

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 12/5/2022
DD821142FB724F0...

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson 12/7/2022
BD54168A4C3B452...
Louise S. Simpson
Deputy City Attorney

Receiving Facility

Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH")

DocuSigned by:
Daryn Kumar 12/2/2022
DA566ED3953F408...
Daryn J. Kumar
President and CEO

Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC")

DocuSigned by:
Daryn Kumar 12/2/2022
DA566ED3953F408...
Daryn J. Kumar
President and CEO

Appendices

A: Statement of Work–Receiving Facility
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C –STEMI Receiving Center

Applicable to Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC")

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. **Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and

protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC ("STAR")] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA

upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and CHINESE HOSPITAL

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This Memorandum of Understanding ("MOU") is made March 13, 2023 in the City and County of San Francisco, State of California, by and between CHINESE HOSPITAL ("Receiving Facility") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means CHINESE HOSPITAL, 845 JACKSON ST, SAN FRANCISCO 94133, a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on March 13, 2023 and expire 5 years later on March 12, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to is Specialty Receiving Center services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 Services

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix D (Stroke Receiving Center Statement of Work);

4.2 Qualified Personnel.

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility's authorized subcontractors) to perform the Services. Subcontracting.

4.3 Independent Contractor.

For the purposes of this Article 4, "Receiving Facility" shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility's performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 Assignment.

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 Activities at Receiving Facility's Expense.

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense and without cost to City, unless said Receiving Facility is a City agency or employee providing services under this MOU.

4.6 Warranty.

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Receiving Facility's liability pursuant to the "Indemnification" section of this MOU, Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(h) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Receiving Facility, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all Claims for breach of federal and/or state law regarding the privacy of health information, electronic records or related topics.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 **Nondiscrimination Requirements.**

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 **Notices to the Parties.**

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	MICHAEL CHUNG CHINESE HOSPITAL 845 JACKSON ST, SAN FRANCISCO 94133 415-677-2496 MICHAELC@CHASF.ORG

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Sunshine Ordinance.**

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 **MOU Made in California; Venue.**

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 **Compliance with Laws.**

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 **Protected Health Information.**

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 **City Data**

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 **MacBride Principles -Northern Ireland.**

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 3/16/2023
29F685F5264A4F0...

Receiving Facility

CHINESE HOSPITAL

DocuSigned by:
Michael Chung 3/14/2023
4564910D12444A2...
MICHAEL CHUNG
PRESIDENT/CFO

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown
DD821142FB724F0...
3/24/2023

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson
BD54168A4C3B452...
3/14/2023

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work–Receiving Facility
D: Statement of Work–Stroke Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

Appendix C – Public Information and Social Media

EMSA Website

- https://sf.gov/emsa
- In 2022, we added the following features to our website:
    - News stories to highlight press releases and other news that may be of interest to the public and EMS providers
    - Homepage banner for urgent notices, such as EMS Award nominations, Public Comment submissions, and unexpected office closures
    - Improved utilization of Committee Pages and Meeting Pages to streamline info sharing related to EMSAC and other public meetings

LMS Augmentations

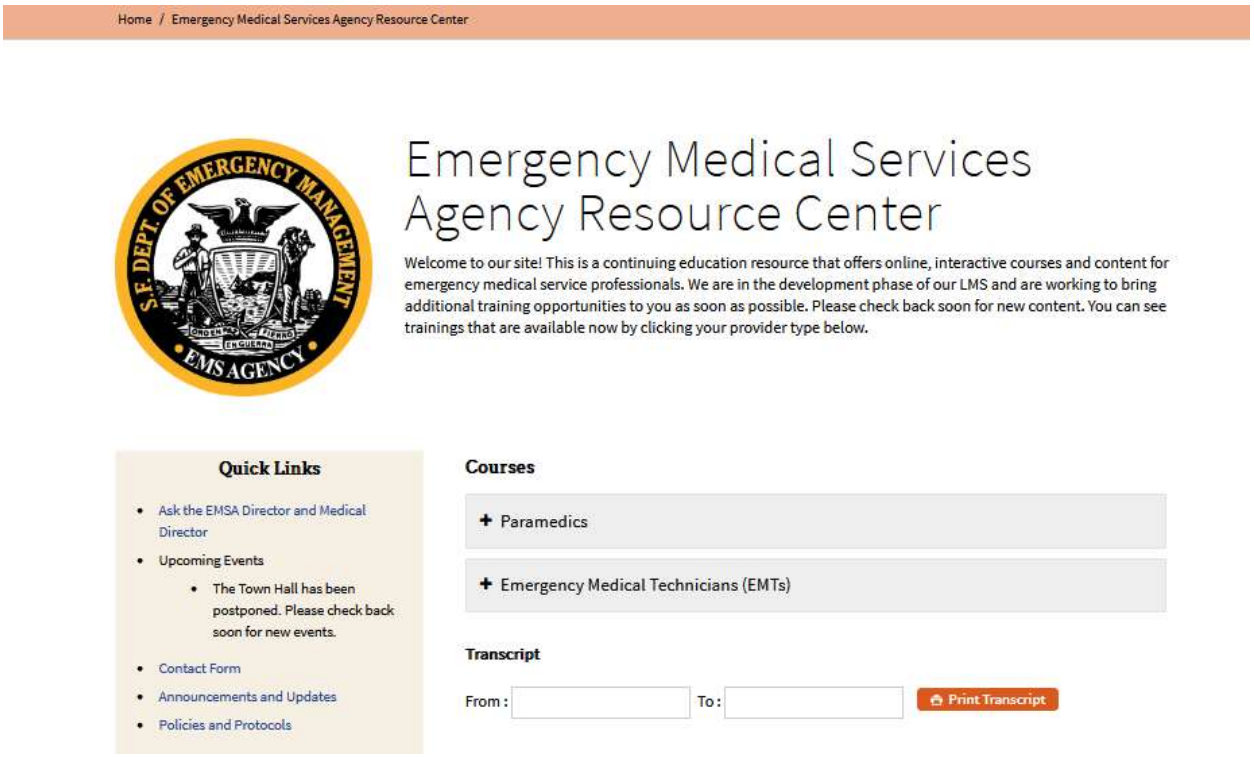
After launching our online learning management system (LMS) (http://emsonlinesf.com/) in December of 2020, we spent 2022 designing and implementing some additional augmentations that improve access and functionality for all learners. The following sections of our LMS launched in 2022:

- Video library: allows users to have quick skills refreshers or intros to new topics via short, 3 – 5 minute videos
- Improved reports for the back end of the site: allows trainers and course developers to have easy access to course completion data, quiz results, and more
- Certificates for in-person courses: allows the EMS Agency to create electronic certificates for in-person courses and allows learners to have the courses linked to their LMS profile to better track their CEUs earned in a central location
- New page for EMS learners: keeps all course history in one central location for each learner
- New page for password reset for EMS users
- Course Completion Certificate emails to EMSA: automatically sent to designated EMSA email address each time a learner successfully completes a course
- Contact Us page for EMS Users
- Below are a few screenshots from our LMS:

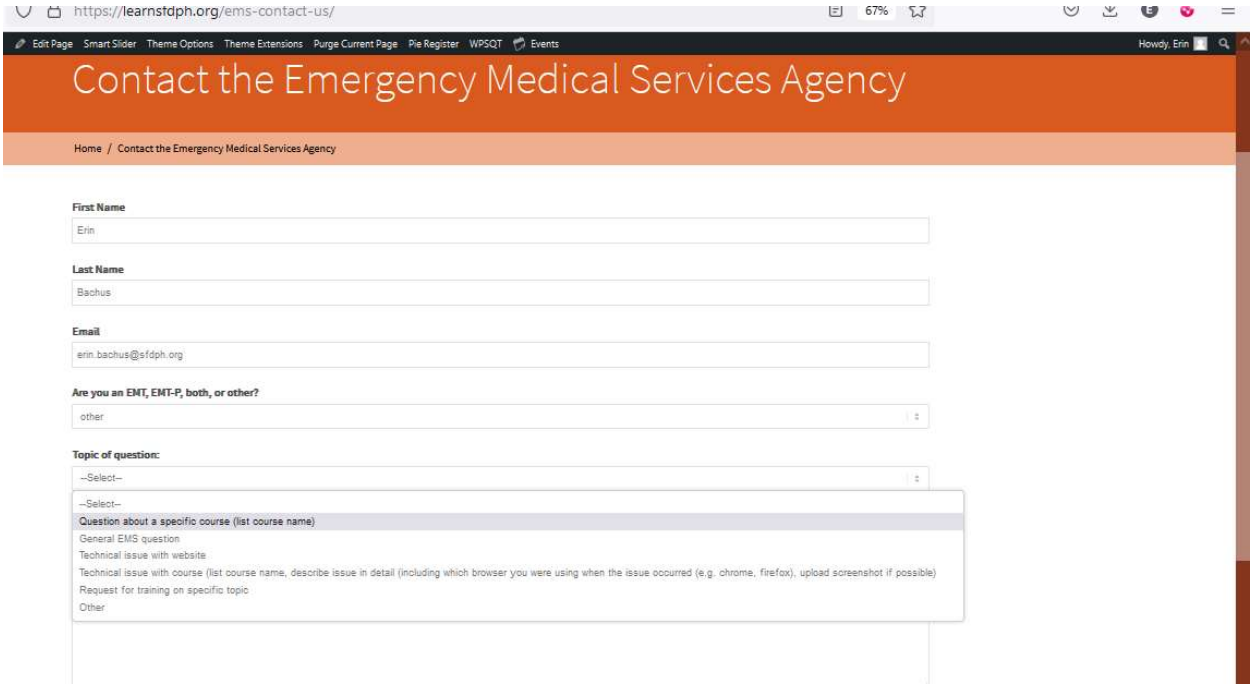
Example of LMS Landing Page Course Overview:

Appendix C

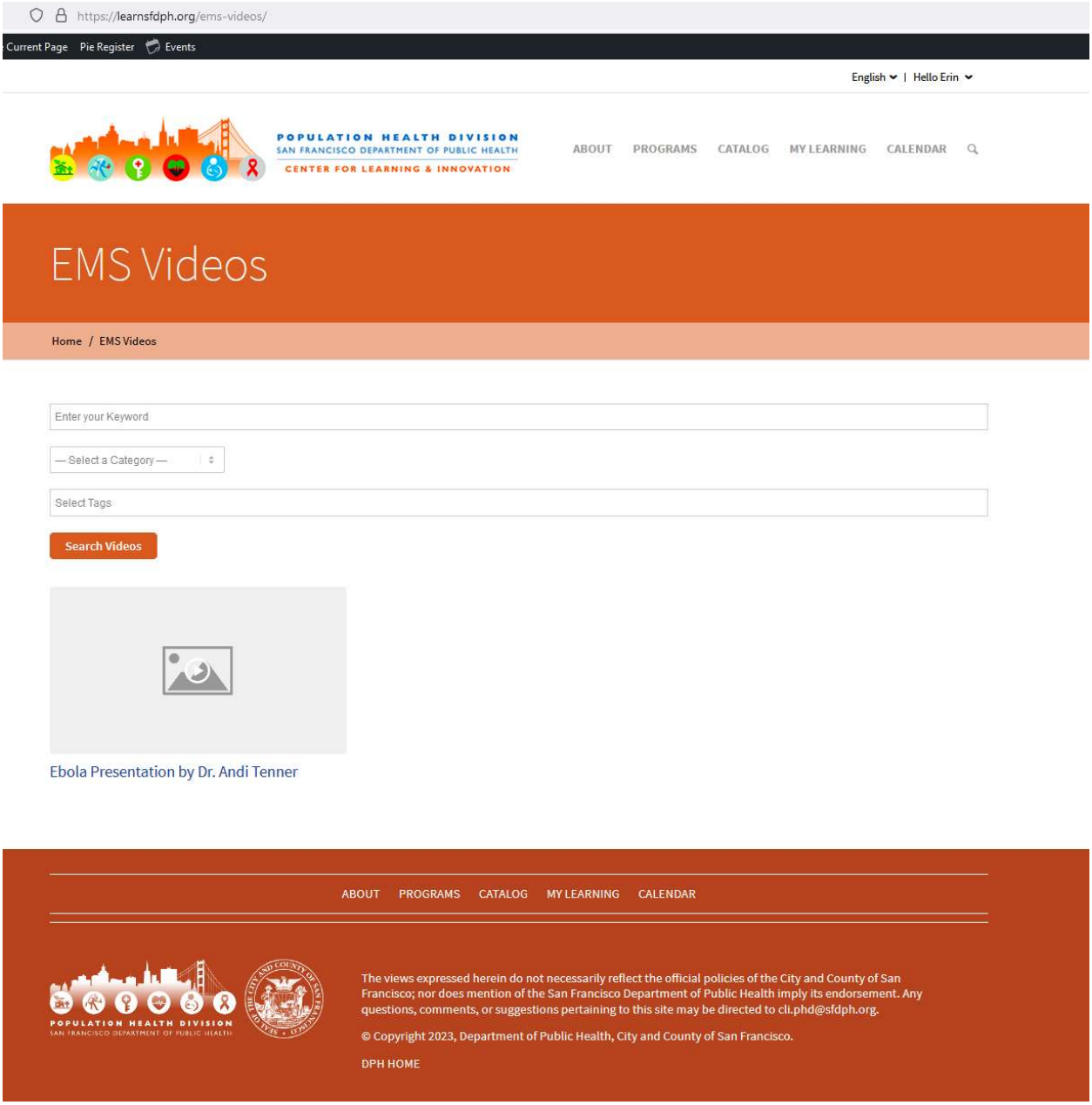
LMS Landing Page After Login Showing "Print Transcript" Option:



Contact Us Form:



EMS Video Library:



EMS Week 2022

- Hosted our annual EMS Awards Ceremony after a two-year, pandemic hiatus
- Added the inaugural Mary Magocsy Excellence in EMS and Disaster Leadership Award to our list of annual awards
- Hosted a dedication ceremony and interactive in-person and virtual (hybrid) tour of our new Mary Magocsy Simulation and Training Center at the EMS Agency

- Worked with our larger department, the Department of Emergency Management to create a series of videos and social media posts to highlight and honor field providers during EMS week, resulting in our largest social media engagement campaign thus far

Social Media Engagement

To improve engagement between SF EMSA, EMTs, Paramedics, and the broader SF community, EMSA opened social media accounts on Twitter and Facebook in February 2020. Since then, our engagement has grown significantly. See details below for insights:

Twitter (@SF_EMSA):

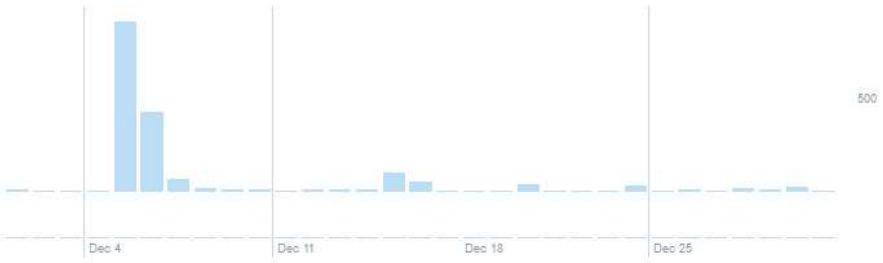
- 259 followers (181 followers last year)
- Summaries by month:

Analytics Home Tweets More San Francisco Emergency Medica... Sign up for Twitter Ads

Tweet activity

Dec 1 – Dec 31, 2022 Export data

Your Tweets earned **1.7K impressions** over this **31 day** period



YOUR TWEETS
During this 31 day period, you earned **55 impressions** per day.

Tweets | Top Tweets | Tweets and replies | Promoted

	Impressions	Engagements	Engagement rate
San Francisco Emergency Medical Services Agency @SF_EMSA · Dec 15 Congratulations @CityEmt graduates! We look forward to supporting your service to the residents and visitors of San Francisco and beyond! twitter.com/CityEmt/status… View Tweet activity	518	6	1.2%
San Francisco Emergency Medical Services Agency @SF_EMSA · Dec 5 Recently, we got to take part in an awesome field trip with the Fire and EMS Program at Mission High. Check out the awesome video from @SFFDPIO showcasing the event. There is even a special cameo from SF EMSA Medical Director, Dr. John Brown! m.youtube.com/watch?v=xy169j… View Tweet activity	1,468	30	2.0%

You've reached the end of Tweets for the selected date range. Change date selection to view more.

Engagements

Showing 31 days with daily frequency

Engagement rate
4.6%
Dec 31
0.0% engagement rate

Link clicks
8
Dec 31
0 link clicks

On average, you earned **0 link clicks** per day

Retweets without comments
4
Dec 31
0 Retweets without comments

On average, you earned **0 Retweets without comments** per day

Likes
4
Dec 31
0 likes

On average, you earned **0 likes** per day

Replies
1
Dec 31
0 replies

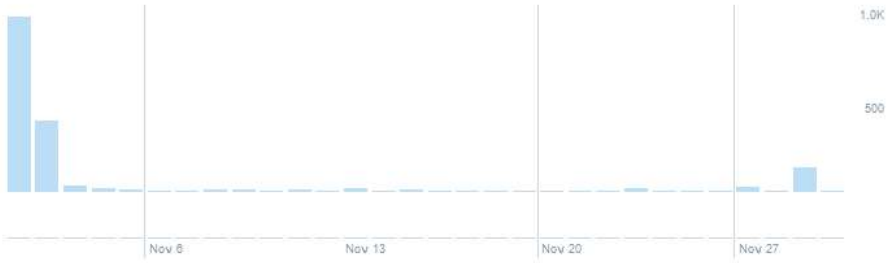
On average, you earned **0 replies** per day

Analytics Home Tweets More San Francisco Emergency Medica... Sign up for Twitter Ads

Tweet activity

Nov 1 – Nov 30, 2022 Export data

Your Tweets earned **1.8K impressions** over this **30 day** period



YOUR TWEETS
During this 30 day period, you earned **58 impressions** per day.

Tweets | Top Tweets | Tweets and replies | Promoted

	Impressions	Engagements	Engagement rate
San Francisco Emergency Medical Services Agency @SF_EMSA · Nov 1 911 Alert: ATT Customers may be experiencing phone issues due to nationwide outage preventing connection to 911. ATT customers in San Francisco should call 415-553-8090 which is the 7-digit number for 911. More updates to follow. View Tweet activity	1,192	34	2.9%
San Francisco Emergency Medical Services Agency @SF_EMSA · Nov 1 @BAUASI View Tweet activity	147	3	2.0%
San Francisco Emergency Medical Services Agency @SF_EMSA · Nov 1 During today's Bay Area UASI Public Safety Preparedness Summit, EMS Director @andrewholcomb shared best practices for resource management as part of a tabletop exercise. pic.twitter.com/HoK5r7DHe0 View Tweet activity	441	44	10.0%

You've reached the end of Tweets for the selected date range. Change date selection to view more.

Engagements

Showing 30 days with daily frequency

Engagement rate
5.5%
Nov 30
0.0% engagement rate

Link clicks
3
Nov 30
0 link clicks

On average, you earned **0 link clicks** per day

Retweets without comments
9
Nov 30
0 Retweets without comments

On average, you earned **0 Retweets without comments** per day

Likes
16
Nov 30
0 likes

On average, you earned **1 likes** per day

Replies
1
Nov 30
0 replies

On average, you earned **0 replies** per day

Analytics Home Tweets More San Francisco Emergency Medica... Sign up for Twitter Ads

Tweet activity

Oct 1 – Oct 31, 2022 Export data

Your Tweets earned **1.8K impressions** over this **31 day** period

YOUR TWEETS
During this 31 day period, you earned **58 impressions** per day.

Tweets | Top Tweets | Tweets and replies | Promoted

	Impressions	Engagements	Engagement rate
San Francisco Emergency Medical Services Agency @SF_EMSA · Oct 29 Yesterday, EMSA hosted a reunion BBQ to celebrate hundreds of incredible people who served in the COVID-19 Transportation Hub during the height of the pandemic. The weather was gorgeous, the company was even better! @SFFDPIO @SF_emergency @andrewholcomb @DavidEbarle_911 pic.twitter.com/Wp7ZxeNKpX View Tweet activity	517	40	7.7%
San Francisco Emergency Medical Services Agency @SF_EMSA · Oct 29 It was great to have you there, Dave. More pics will be tweeted later today. Be sure to follow @SF_EMSA so you can see them hot off the press! twitter.com/DavidEbarle_91… View Tweet activity	277	10	3.6%
San Francisco Emergency Medical Services Agency @SF_EMSA · Oct 25 Did you feel the earthquake this morning? EMSA headquarters sure did! Now is a great time to make sure you and your family are prepared for the next big one! Check out sf72.org for more info. twitter.com/Cal_OES/status… View Tweet activity	425	5	1.2%
San Francisco Emergency Medical Services Agency @SF_EMSA · Oct 16 Great news! twitter.com/CAPublicHealth… View Tweet activity	265	7	2.6%

You've reached the end of Tweets for the selected date range. Change date selection to view more.

Engagements
Showing 31 days with daily frequency

Engagement rate
2.7%
Oct 31
9.7% engagement rate

Link clicks
4
Oct 31
0 link clicks

On average, you earned **0 link clicks** per day

Retweets without comments
2
Oct 31
0 Retweets without comments

On average, you earned **0 Retweets without comments** per day

Likes
13
Oct 31
0 likes

On average, you earned **0 likes** per day

Replies
0
Oct 31
0 replies

On average, you earned **0 replies** per

Analytics Home Tweets More San Francisco Emergency Medica... Sign up for Twitter Ads

Tweet activity

Sep 1 – Sep 30, 2022 Export data

Your Tweets earned **11.4K impressions** over this **30 day** period

YOUR TWEETS
During this 30 day period, you earned **380 impressions** per day.

Tweets | Top Tweets | Tweets and replies | Promoted

	Impressions	Engagements	Engagement rate
San Francisco Emergency Medical Services Agency @SF_EMSA · Sep 26 The EMS Agency is honored to receive this award for Innovation in Public Health from the National Association of City and County Health Officials! Learn more at sf.gov/news/san-franc... . Thank you to the hundreds of people who collaborated with us to make this possible! pic.twitter.com/QhOaxpOOcT View Tweet activity	7,861	74	0.9%
San Francisco Emergency Medical Services Agency @SF_EMSA · Sep 23 Please join us to honor our fallen heroes in EMS. twitter.com/SFFDPIO/status… View Tweet activity	2,712	20	0.7%
San Francisco Emergency Medical Services Agency @SF_EMSA · Sep 6 Thank you, everyone! twitter.com/andrewholcomb/... View Tweet activity	265	8	3.0%

You've reached the end of Tweets for the selected date range. Change date selection to view more.

Engagements
Showing 30 days with daily frequency

Engagement rate
3.9%
Sep 30
0.7% engagement rate

Link clicks
14
Sep 30
0 link clicks
On average, you earned **0 link clicks** per day

Retweets without comments
7
Sep 30
0 Retweets without comments
On average, you earned **0 Retweets without comments** per day

Likes
28
Sep 30
0 likes
On average, you earned **1 likes** per day

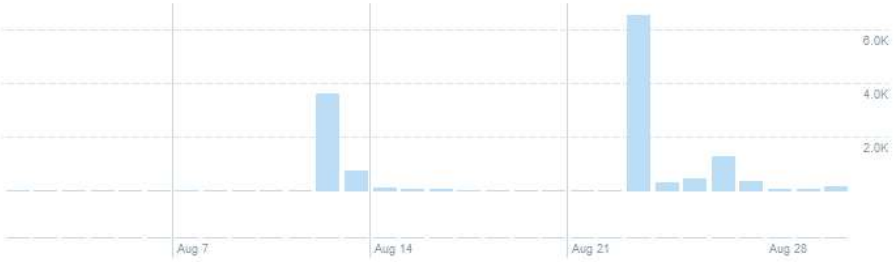
Replies
2
Sep 30
0 replies
On average, you earned **0 replies** per

Analytics Home Tweets More San Francisco Emergency Medica... Sign up for Twitter Ads

Tweet activity

Aug 1 – Aug 30, 2022 Export data

Your Tweets earned **14.5K impressions** over this **30 day** period



YOUR TWEETS
During this 30 day period, you earned **484 impressions** per day.

Tweets | Top Tweets | Tweets and replies | Promoted

	Impressions	Engagements	Engagement rate
San Francisco Emergency Medical Services Agency @SF_EMSA · Aug 25 Learn more about PulsePoint Respond, a mobile phone application used to increase community awareness of medical emergencies, and to alert and direct CPR-trained individuals to cardiac arrest victims needing CPR nearby: youtu.be/lLiTIR9klI pic.twitter.com/8FAdqyyvi4 View Tweet activity	3,548	69	1.9%
San Francisco Emergency Medical Services Agency @SF_EMSA · Aug 22 San Francisco Launches Use of PulsePoint Mobile App to Help Save Lives! Learn more: sf.gov/news/san-franc... Download the app today at pulsepoint.org/download pic.twitter.com/o0k3RiYB2B View Tweet activity	7,749	187	2.4%
San Francisco Emergency Medical Services Agency @SF_EMSA · Aug 12 Check out this sneak peak from our **@pulsepoint** video shoot. More to come soon. In the meantime, save lives & get the phone App pulsepoint.org/download to be notified when someone nearby needs CPR or an AED. Thanks **@SF_emergency @SFFDPIO @CityEmt @SFGovTV @andrewholcomb!** twitter.com/andrewholcomb/... View Tweet activity	5,033	50	1.0%

You've reached the end of Tweets for the selected date range. Change date selection to view more.

Engagements

Showing 30 days with daily frequency

Engagement rate
2.8%
Aug 30
0.0% engagement rate

Link clicks
93
Aug 30
0 link clicks

On average, you earned **3 link clicks** per day

Retweets without comments
16
Aug 30
0 Retweets without comments

On average, you earned **1 Retweets without comments** per day

Likes
38
Aug 30
0 likes

On average, you earned **1 likes** per day

Replies
0
Aug 30
0 replies

On average, you earned **0 replies** per

Analytics Home Tweets More San Francisco Emergency Medica... Sign up for Twitter Ads

Tweet activity

Jul 1 – Jul 30, 2022 Export data

Your Tweets earned **606 impressions** over this **30 day** period

YOUR TWEETS
During this 30 day period, you earned **20 impressions** per day.

Tweets | Top Tweets | Tweets and replies | Promoted

	Impressions	Engagements	Engagement rate
	185	14	7.6%

San Francisco Emergency Medical Services Agency @SF_EMSA · Jul 19
Now you can find our new website more easily via our shortened URL: sf.gov/emsa. Check it out and let us know what you think! pic.twitter.com/Nf3BcFsZXU

View Tweet activity

You've reached the end of Tweets for the selected date range. Change date selection to view more.

Engagements
Showing 30 days with daily frequency

Engagement rate
4.3%
Jul 30
0.0% engagement rate

Link clicks
10
Jul 30
0 link clicks

On average, you earned **0 link clicks** per day

Retweets without comments
0
Jul 30
0 Retweets without comments

On average, you earned **0 Retweets without comments** per day

Likes
4
Jul 30
0 likes

On average, you earned **0 likes** per day

Replies
0
Jul 30
0 replies

Analytics Home Tweets More San Francisco Emergency Medica... Sign up for Twitter Ads

Tweet activity

Jun 1 – Jun 30, 2022 Export data

Your Tweets earned **3.1K impressions** over this **30 day** period

YOUR TWEETS
During this 30 day period, you earned **105 impressions** per day.

Tweets | Top Tweets | Tweets and replies | Promoted

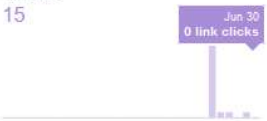
	Impressions	Engagements	Engagement rate
San Francisco Emergency Medical Services Agency @SF_EMSA · Jun 28 Thank you to everyone in EMS who came out to ensure everyone had a fun and safe PRIDE weekend! As **@andrewholcomb** said, we couldn't do it without you! twitter.com/andrewholcomb/… View Tweet activity	505	9	1.8%
San Francisco Emergency Medical Services Agency @SF_EMSA · Jun 25 Guess what? EMSA has a new website! Check it out here: sf.gov/departments/de… View Tweet activity	321	46	14.3%
San Francisco Emergency Medical Services Agency @SF_EMSA · Jun 21 Important tips for keeping your pets safe during the hot weather this week and beyond. Thanks @SFFDPIO! twitter.com/SFFDPIO/status… View Tweet activity	2,685	17	0.6%
San Francisco Emergency Medical Services Agency @SF_EMSA · 6 Jun 2022 CPR saves lives. Learn more at the link below! twitter.com/HeartCPR/statu… View Tweet activity	272	12	4.4%

You've reached the end of Tweets for the selected date range. Change date selection to view more.

Engagements
Showing 30 days with daily frequency

Engagement rate
1.7%
Jun 30
0.0% engagement rate

Link clicks
15
Jun 30
0 link clicks



On average, you earned **1 link clicks** per day

Retweets without comments
5
Jun 30
0 Retweets without comments

On average, you earned **0 Retweets without comments** per day

Likes
14
Jun 30
0 likes

On average, you earned **0 likes** per day

Replies
0
Jun 30
0 replies

On average, you earned **0 replies** per day

Analytics Home Tweets More San Francisco Emergency Medica... Sign up for Twitter Ads

May 2022 · 31 days

TWEET HIGHLIGHTS

Top Tweet earned 6,620 impressions

Congrats once again to our 2022 EMS Award Recipients, commended today by @SFBOS to recognize and honor these individuals for their heroic acts and incredible contributions to the EMS System. Thanks to @SF_emergency for your efforts to ensure #EMSWeek honored those who save lives.
pic.twitter.com/IfaYuLoEmO

View Tweet activity View all Tweet activity

Top Follower followed by 443 people

Robert Vallejos
@Rob_Vallejos FOLLOWS YOU
Civil Servant @SFHumanServices @sfgov

View profile

Top mention earned 127 engagements

SAN FRANCISCO FIRE DEPARTMENT MEDIA
@SFFDPIO · May 15

Today, medical and rescue professionals with @flySFO #SFFDSFO are trained on advanced medical care during technical rescues with one goal, your safety. We are happy to kick off #EMSWEEK2022 with pre-hospital training and safety awareness. @SF_EMSA
pic.twitter.com/Qrop5FbLWu

View Tweet

Top media Tweet earned 2,180 impressions

Thank you to everyone who joined us today to celebrate the dedication of our new SIMulation and Training Center to the honorable former EMSA Nurse, the late Mary Magocsy. #EMSWeek2022 @SF_emergency
pic.twitter.com/ZjL1V0wuyW

View Tweet activity View all Tweet activity

MAY 2022 SUMMARY

Tweets 10	Tweet impressions 18.5K
Profile visits 1,553	Mentions 114
New followers 12	

Analytics Home Tweets More San Francisco Emergency Medica... Sign up for Twitter Ads

Apr 2022 · 30 days

TWEET HIGHLIGHTS

Top Tweet earned 3,357 impressions

Elizabeth Basnett, Acting Director of the CA Emergency Medical Services Authority (CA EMSA), has announced the recipients of California Emergency Medical Services Awards for 2021. Congratulations to our own Dr. John Brown for receiving the Medical Director of the Year award!

View Tweet activity View all Tweet activity

Top Follower followed by 383 people

Rick Skewes

@RickSkewes FOLLOWS YOU

San Francisco by way of Texas. Exhausted by the state of the world. Debt still large, but getting better. Cash App: $RickSkewes

View profile

Top mention earned 67 engagements

San Francisco Department of Emergency Management

@SF_emergency · Apr 15

The @SF_EMSA team give a special thanks to all our San Francisco 9-1-1 Dispatchers across for being the unsung heroes. Our dispatchers are the First, First Responders and the calm voice everyone needs at a time of need. Thank you @andrewholcomb! pic.twitter.com/hvPJbVPTnv

View Tweet

Top media Tweet earned 1,891 impressions

The 2022 EMS Awards Ceremony is almost here! You can register now by visiting sf-ems-awards.eventbrite.com . pic.twitter.com/Wn2B25nZWe

View Tweet activity View all Tweet activity

APR 2022 SUMMARY

Tweets 7	Tweet impressions 7,766
Profile visits 733	Mentions 7
New followers 9	

View Tweet activity View all Tweet activity

Mar 2022 · 31 days

TWEET HIGHLIGHTS

Top Tweet earned 2,623 impressions

Were you thinking of nominating a fellow first responder for an EMS award?The deadline has been extended to March 18th!Don't delay. Nominate today!Download the fillable PDF here: sfdph.org/dph/files/EMS/...

@AMR_Social @RoyalAmbulance @SFFDPIO @Kingamerican @ZSFGCare @UCSFHospitals

View Tweet activity View all Tweet activity

Top Follower followed by 32.3K people

PulsePoint

PulsePoint

@pulsepoint FOLLOWS YOU

PulsePoint is a 911-connected app that can immediately inform you of emergencies occurring in your community and can request your help when CPR is needed nearby.

View profile

Top mention earned 32 engagements

San Francisco Department of Emergency Management

@SF_emergency · Mar 30

Today, we spotlight the woman behind the EMT & Paramedic Certification for the whole city! Camilla Arcia is the Lead Certification Specialist for @SF_EMSA with over 30 years of experience. Camilla's career in Civil Service follows her family's legacy in public service. pic.twitter.com/mk4CVbrhn6

View Tweet

Top media Tweet earned 234 impressions

Last call to nominate someone for an EMS Award! Go here and send in that form today: sfdph.org/dph/files/EMS/... pic.twitter.com/VcsYl1fQT0

View Tweet activity View all Tweet activity

MAR 2022 SUMMARY

Tweets 4	Tweet impressions 3,467
Profile visits 159	Mentions 8
New followers 4	

Analytics Home Tweets More San Francisco Emergency Medica... Sign up for Twitter Ads

Feb 2022 - 28 days

TWEET HIGHLIGHTS

Top Tweet earned 1,603 impressions

There is still time to nominate a fellow EMT, Paramedic, First Responder (e.g. police), Hospital Provider, Dispatcher, or Community Member who went above and beyond on an EMS call for a 2022 SF EMS Award. Don't delay, nominate today here: sfdph.org/dph/files/EMS/... . Due March 4th! pic.twitter.com/rmoatrFgDY

View Tweet activity View all Tweet activity

Top Follower followed by 32.3K people

PulsePoint

PulsePoint

@pulsepoint FOLLOWS YOU

PulsePoint is a 911-connected app that can immediately inform you of emergencies occurring in your community and can request your help when CPR is needed nearby.

View profile

Top mention earned 50 engagements

Andrew Holcomb
@andrewholcomb · Feb 10

Know of an EMT, Paramedic, first responder, dispatcher, or community member that went above and beyond on an EMS call??? Please visit the @SF_EMSA to nominate for EMS Week Awards in May. sfdph.org/dph/comupg/ose... @SF_emergency @SF_DPH @SFFDPIO @SheriffSF @SFPD pic.twitter.com/dZ4iQf5TB9

View Tweet

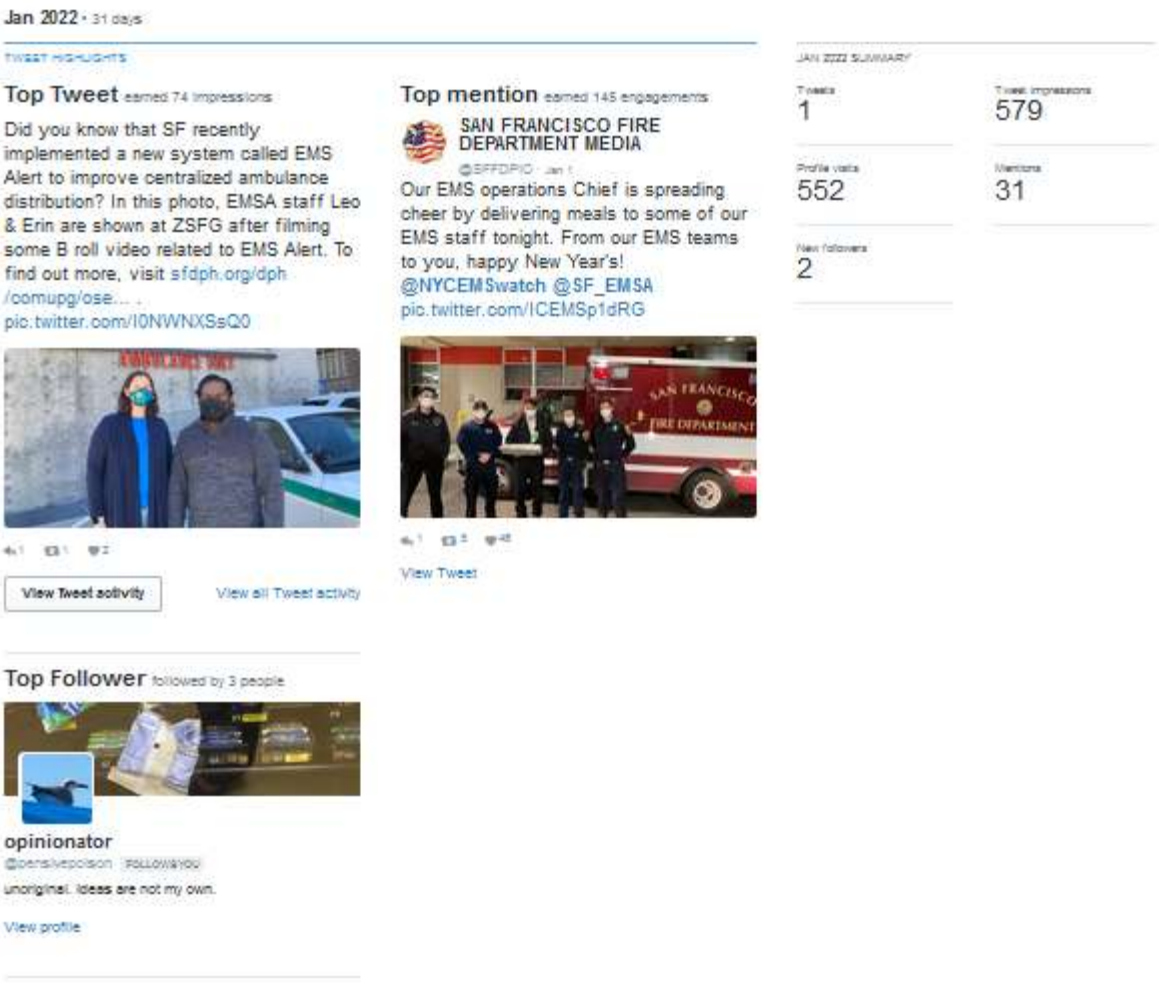
Top media Tweet earned 245 impressions

Did you know that an all Black ambulance service inspired today's EMS system? Check out the history of the Freedom House Enterprises Ambulance Service, a program that trained black citizens during the 1960s & 70s to provide then state of the art prehospital care. Link in comments pic.twitter.com/11z7pqDuII

View Tweet activity View all Tweet activity

FEB 2022 SUMMARY

Tweets 7	Tweet impressions 3,878
Profile visits 293	Mentions 19
New followers 3	

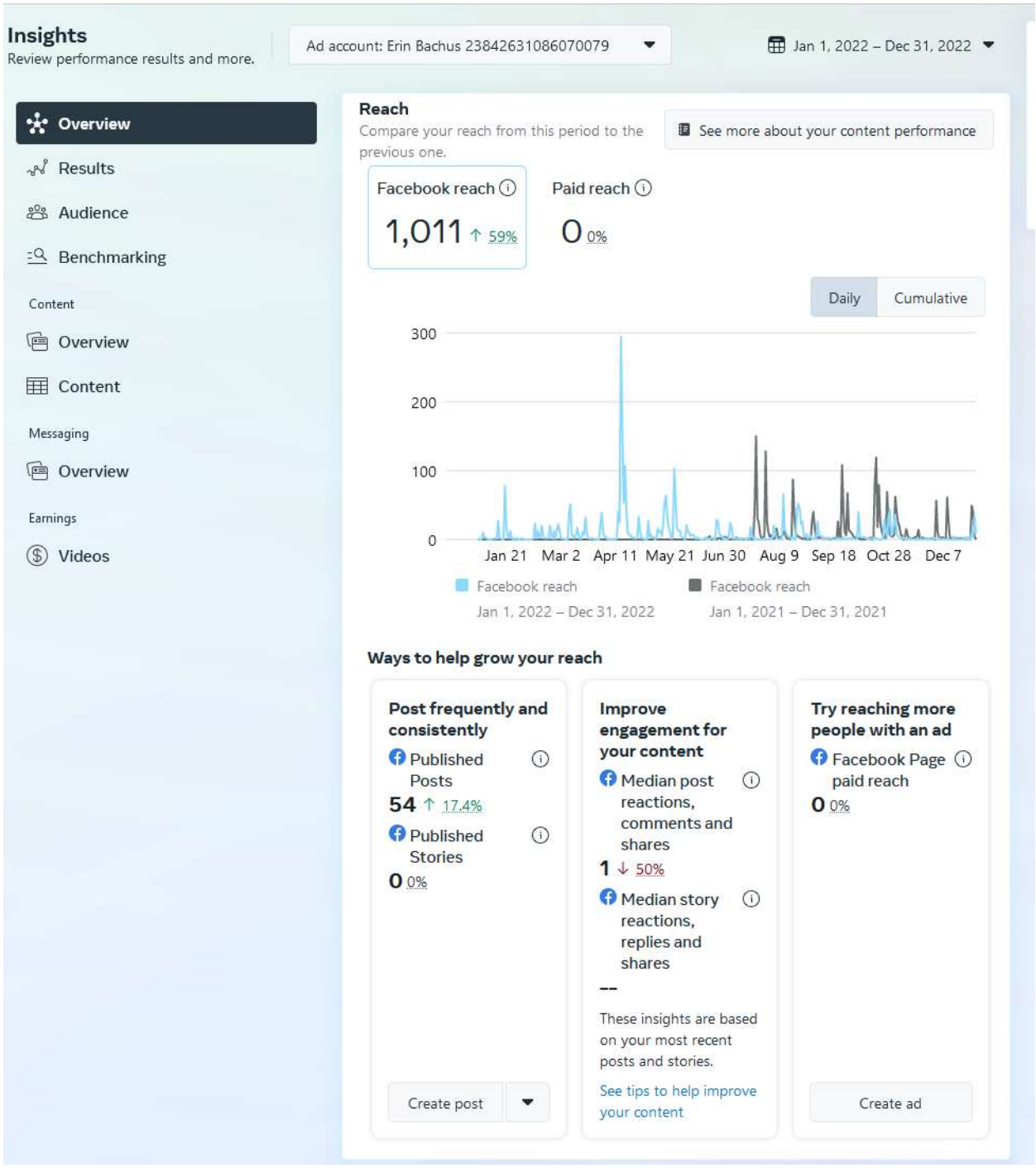


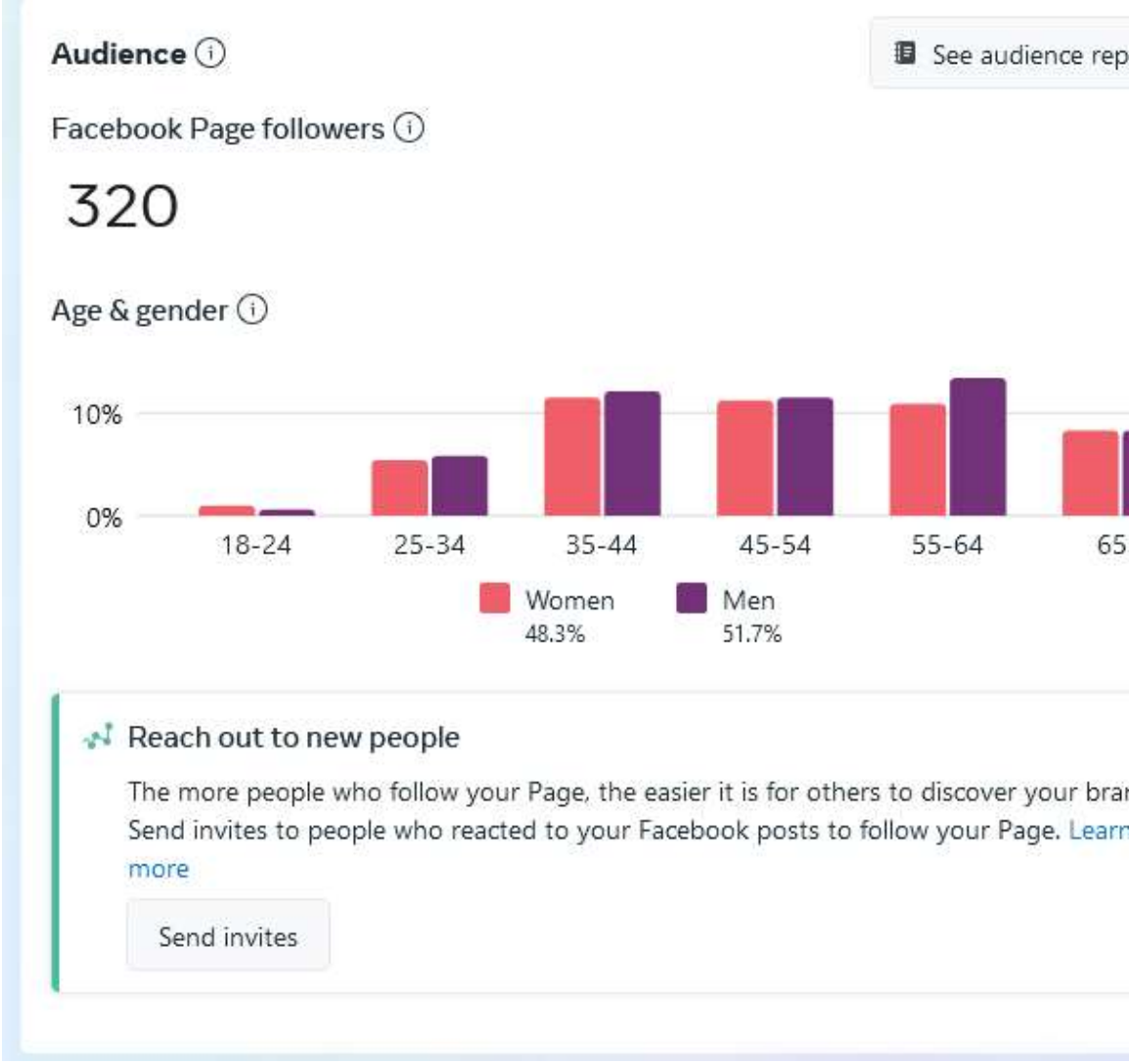
As you can see, May 2022 was the month that we had the most engagement with over 18.5K Tweet impressions. This highlights the impact that social media can have when posts are more frequent and engaging to users. EMS Week is the perfect opportunity to highlight the incredible work that EMS providers do every day.

The SF EMS Agency plans to increase our engagement and social media following by posting new and innovative content, such as highlighting our commitment to CPR and proper AED use through our Community CPR Initiative and PulsePoint app launch (https://sf.gov/community-cpr-initiative).

Facebook (@EMSASF):

- 320 followers (299 followers last year)
- Facebook Insights from January 1 – December 31, 2022:


Insights
Review performance results and more.
Ad account: Erin Bachus 23842631086070079
Jan 1, 2022 – Dec 31, 2022
Overview
Results
Audience
Benchmarking
Content
Overview
Content
Messaging
Overview
Earnings
Videos
Reach
Compare your reach from this period to the previous one.
See more about your content performance
Facebook reach
1,011 ↑ 59%
Paid reach
0 0%
Daily
Cumulative
300
200
100
0
Jan 21
Mar 2
Apr 11
May 21
Jun 30
Aug 9
Sep 18
Oct 28
Dec 7
Facebook reach
Jan 1, 2022 – Dec 31, 2022
Facebook reach
Jan 1, 2021 – Dec 31, 2021
Ways to help grow your reach
Post frequently and consistently
Published Posts
54 ↑ 17.4%
Published Stories
0 0%
Create post
Improve engagement for your content
Median post reactions, comments and shares
1 ↓ 50%
Median story reactions, replies and shares
--
These insights are based on your most recent posts and stories.
See tips to help improve your content
Try reaching more people with an ad
Facebook Page paid reach
0 0%
Create ad



- Here is a look at more detailed insights from one of our most popular posts which highlighted EMS Award Recipients during EMS Week 2022:

Post Insights

Congratulations once again to our 2022 EMS Award Recipients, commended today by SF Board of...

May 24 ·

Post Impressions	Post Reach	Post Engagement
237	217	86

Interactions

👍	❤️	😆	😮	😢	😡
22	2	0	0	0	0

Reactions	24
Comments	7
Shares	2
Other Clicks	8

San Francisco Emergency Medical Services Agency

May 24 ·

Congratulations once again to our 2022 EMS Award Recipients, commended today by SF Board of Supervisors to recognize and honor these individuals for their heroic acts and incredible contributions to the EMS System. Thanks to San Francisco Department of Emergency Management, San Francisco Fire Department, King-American Ambulance, SF Public Health, American Medical Response - San Francisco, Royal Ambulance, and many others for your efforts to ensure #EMSWeek honored those who save lives.

See insights and ads

Boost post

13

2 Shares

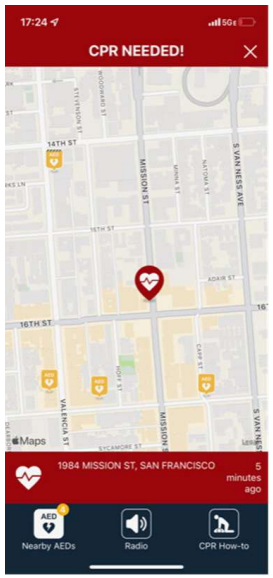
Equipment and supply purchases related to field provider training and public health education

The EMS Agency was fortunate to be able to purchase broadcast quality audio and video equipment to aide in the development of online trainings, videos, social media posts, flyers, posters, and reports. This equipment purchase includes a DSLR camera, video camera, room lighting, microphones for both live event recording and online training recording, tripods, microphone stands, and other specialized recording equipment and accessories.

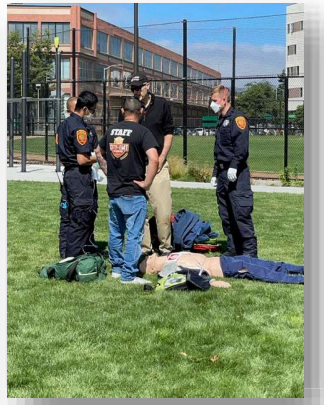
Appendix D

Appendix D

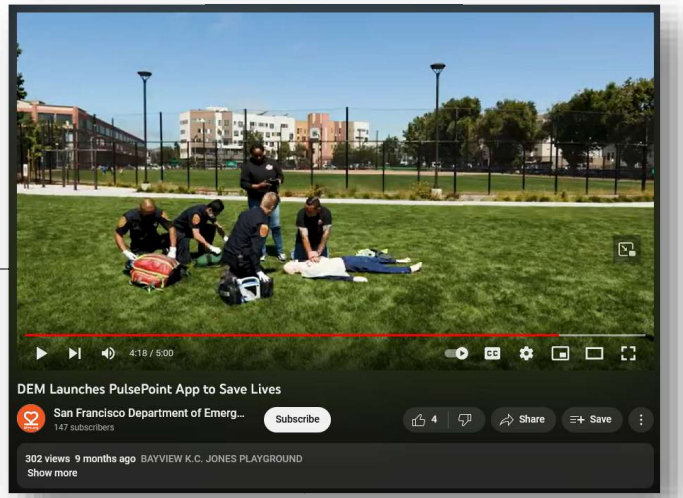
PulsePoint Update

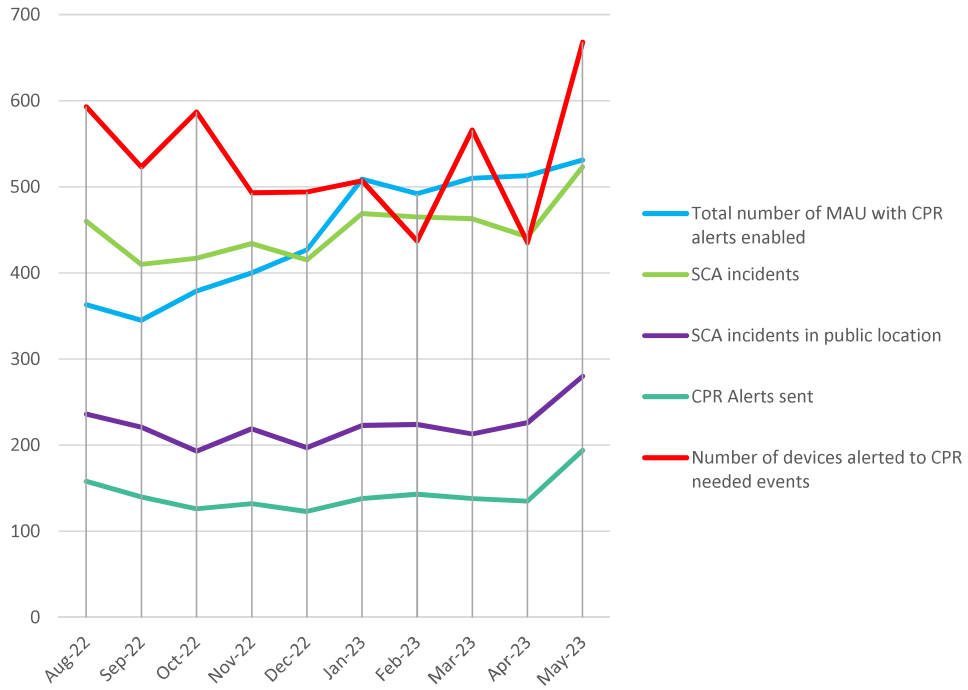


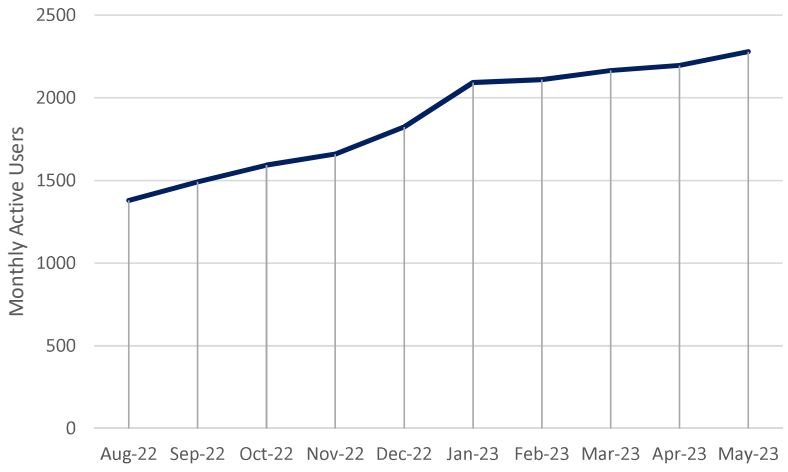
https://www.pulsepoint.org/download



PulsePoint User Data







Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St., Suite 210, San Francisco, CA 94103
Phone: (628) 217-6000 Fax: (628) 217-6001

London Breed
Mayor

Mary Ellen Carroll
Executive Director

Date: November 27, 2023

To: Elizabeth Basnett, Acting Director, EMS Authority
Hernando Garzon, MD, Acting Medical Director, EMS Authority
Tom McGinnis, Chief, EMS Systems, EMS Authority
Angela Wise, Assistant Chief, EMS Systems, EMS Authority

From: Andrew Holcomb, EMS Director

Re: 2023 STEMI Plan – Executive Summary

The San Francisco EMS Agency (SFEMSA) is hereby submitting and attaching its STEMI Critical Care System Plan pursuant to California Health and Safety Code § 1798.150 and under Title 22, California Code of Regulations (CCR) §§ 100270.101 – 100270.127.

Under 22 CCR § 100270.121(c), SFEMSA's plan includes 9 elements:

1) Names and titles of SFEMSA personnel who have a role in STEMI critical care system
2) List of STEMI designated facilities with agreements and expiration dates
3) SFEMSA's Protocol 2.06 and Policies 5000, 5000.1, 5010, 5016 and reflecting STEMI patient identification and destination
4) SFEMSA's Policy 3020 reflecting field to hospital communication to expedite STEMI care
5) SFEMSA's Policy 5030 reflecting inter-facility transfer of a STEMI patient
6) Description of data collection from EMS providers and designated STEMI hospitals to SFEMSA and EMS Authority including SFEMSA Policy 6050
7) Description of SFEMSA's integration of STEMI receiving centers in neighboring jurisdictions
8) SFEMSA's Policy 1010 reflecting Quality Improvement and STAR (STEMI and/or Post Arrest with ROSC) subcommittees
9) Public education events and programs

SFEMSA remains steadfast in its commitment to continuous improvement, public education, and investment in our STEMI program. During COVID-19 pandemic, SFEMSA purchased 16 mechanical compression devices that are owned and maintained by SFEMSA for use by EMS Providers and hospitals. While most devices are issued to EMS supervisors, extra devices have been uniquely deployed to airport response, law enforcement marine unit, and fireboats. SFEMSA continues to invest in annual maintenance of the devices.

Under newly negotiated agreements with all San Francisco Receiving Facilities to include STEMI Center requirements, all STEMI Centers are required to participate in American Heart Association – Get With The Guidelines. SFEMSA recently completed a 9-year Super User agreement with the American Heart Association for Coronary Artery Disease to meet or exceed state data regulations.

To ensure local STEMI program is continually resourced and funded, SFEMSA collects annual fees for STEMI Centers and has an EMS Specialist role specifically assigned to STEMI quality improvement work.

For 2024, SFEMSA is focused on three main goals pertaining to its STEMI program:

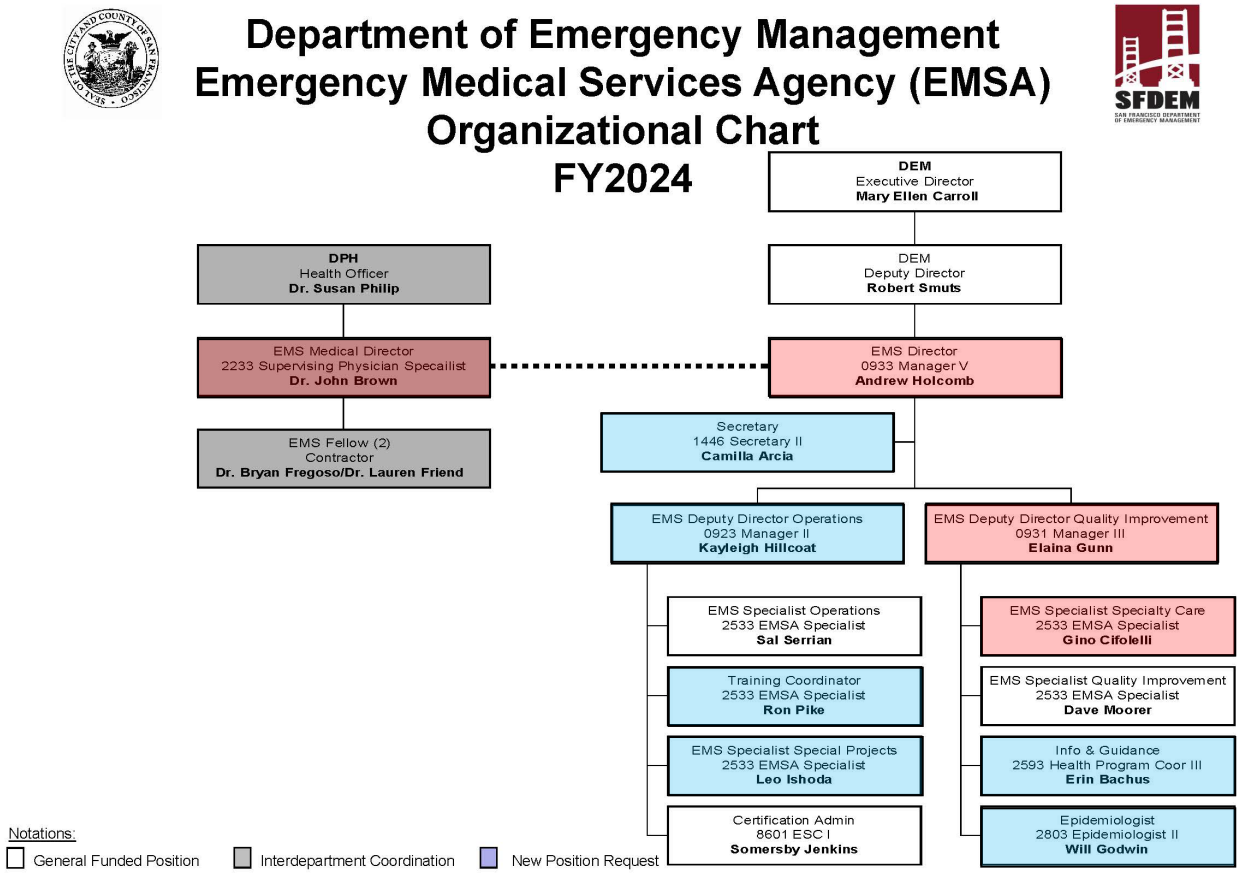
1) Monthly EMS public education including cardiac care, awareness, and recognition opportunities.
2) Implementation of Get With The Guidelines to develop better dashboards, regular reporting, and system awareness.
3) Develop an agreement with an additional out-of-county site that wants to be designated as a STEMI receiving center for San Francisco patients.

For any questions, concerns, or requests for additional information regarding our submission, please do not hesitate to contact me directly.

Andrew Holcomb
EMS Director, EMS Agency
andrew.holcomb@sfgov.org
628-217-6014

Cc: Dr. John Brown, EMS Agency Medical Director
Elaina Gunn, EMS Agency Deputy Director, Quality Improvement
Rob Smuts, DEM Deputy Director
Mary Ellen Carroll, DEM Executive Director

SFEMSA Organizational Chart for STEMI Program



TITLE	NAME	FREQUENT or OCCASIONAL	ROLE RELATED TO PROGRAM
EMS Director	Andrew Holcomb	FREQUENT	Policy decisions, strategic planning, plan submission, agreements/contracts
EMS Agency Medical Director	Dr. John Brown (DPH)	FREQUENT	Medical direction, strategic planning, clinical evaluation, research
EMS Deputy Director (QI)	Elaina Gunn	FREQUENT	Program manager, quality improvement, policy development, public outreach
EMS Specialist (STEMI, Stroke, EMSAC)	Gino Cifolelli	FREQUENT	Program specialist, quality improvement, policy development, committee representative
EMS Deputy Director (Operations)	Kayleigh Hillcoat	OCCASIONAL	Operational issues, adverse outcome review

EMS Specialist (Training)	Ron Pike	OCCASIONAL	Training development and delivery
EMS Specialist (Logistics)	Leo Ishoda	OCCASIONAL	Mechanical compressor maintenance
EMS Info and Guidance Specialist	Erin Bachus	OCCASIONAL	Training development and delivery
Epidemiologist	Will Godwin	OCCASIONAL	Quality improvement, data analysis, dashboard development
Office Manager	Camilla Arcia	OCCASIONAL	Annual invoicing

STEMI Program Agreements

STEMI Receiving Facility	Agreement Expiration Date
Zuckerberg San Francisco General	June 30, 2028
UCSF – Parnassus Campus	September 30, 2028
St. Mary's Medical Center	November 30, 2028
Kaiser San Francisco	March 30, 2028
CPMC – Van Ness Campus	February 5, 2028

STEMI Identification and Destination Determination

Policy 5000 – Destination Policy
Policy 5000.1 – San Francisco Hospital Designations Chart
Policy 5010 – Receiving Hospital Standards
Policy 5016 – STEMI and ROSC ("STAR") Receiving Center Standards
Protocol 2.06 – Chest Pain / Acute Coronary Syndrome

STEMI Field to Hospital Communications

Policy 3020 – Field to Hospital Communications

STEMI Interfacility Transfers

Policy 5030 – Interfacility Transfers

STEMI Data Collection

SFEMSA has Policy 6050 – Documentation of Prehospital Care to guide notable documentation points and elements for STEMI care. At STAR subcommittee meetings, quarterly metrics are reviewed via CEMSIS/NEMSIS data elements downloaded from Biospatial (see example in attachments). As of July 2023, SFEMSA has a 9-year Super User contract with American Heart Association – Get With The Guidelines Coronary Artery Disease. Within the scope of work for STEMI Receiving Center agreements, each STEMI Receiving Center is required to use Get With The Guidelines. The goal for 2024 is to ensure each STEMI Receiving Center is using this program and finalizing permission configurations for SFEMSA access. This will allow for standardized data collection and metric review across the STEMI program.

Neighboring STEMI Receiving Centers

Currently, San Francisco has no out-of-county STEMI Receiving Centers that providers are able to transport to. However, SFEMSA is actively engaged in conversations to add a STEMI Receiving Center at a San Mateo County Receiving Facility that already receives San Francisco patients under Policy 5000. As a goal for 2024, SFEMSA anticipates to add this facility and will be reflected in 2024 STEMI Plan update.

STEMI-related Committees

Policy 1010 – Advisory Committees

SFEMSA has 3 committees in which STEMI care is addressed (Quality Improvement, STAR, EMSAC). The subcommittee specially addressing STEMI care is the STAR committee and meets quarterly.

Cardiac Care Public Education

SFEMSA's goal is to participate or host an EMS public education event on a monthly basis. For cardiac care education, the focus has been on hands-only CPR, use of AEDs, and PulsePoint registration. A few public outreach events include:

- October 2023 – Fleet Week Hands-only CPR Booth
- May 2023 – Bike Rodeo Hands-only CPR Booth
- April 2023 – Get Ready, Stay Ready CPR Booth

SFEMSA also has ability to give letters and awards for providers and members of the public who perform life-saving interventions.

AHA'S GET WITH THE GUIDELINES®
THIRD PARTY ORGANIZER SUPER USER AGREEMENT

This Super User Agreement ("the Agreement"), effective as of the last date of signature listed below ("Effective Date"), is entered into by and between the American Heart Association, Inc. ("AHA"), having its principle offices at 7272 Greenville Ave., Dallas, TX 75231, and City and County of San Francisco, acting by and through the Emergency Medical Services Agency at the Department of Emergency Management (herein referred to as "Third Party Organizer"), having its principal offices at 333 Valencia Street Suite 210 San Francisco CA 94103.

WHEREAS, AHA owns and operates the Get With The Guidelines® ("GWTG") program, which is a quality improvement program that includes data collection and reports on standardized, clinical cardiovascular processes, outcomes, and procedures;

WHEREAS, the GWTG program consists of different modules which focus on various areas of cardiovascular and stroke disease;

WHEREAS, AHA contracted with its approved third-party technology vendor Outcome Sciences, LLC ("IQVIA") for IQVIA to develop a database tool designed to expand the use of the GWTG program ("Super User") in various participating healthcare organizations ("Program Participant") that have signed an agreement to participate in GWTG ("GWTG Agreement);

WHEREAS, Third Party Organizer desires to access this Super User option of the GWTG program, therefore obtaining access to the Program Participant's data ("Data") as that term is described in §A(1), and for the GWTG program(s) specified in §B(1);

WHEREAS, Program Participants who have signed an amendment to the GWTG Agreement with AHA permit AHA and IQVIA to provide Third Party Organizer access to such Data, and to allow AHA and IQVIA to make available to Third Party Organizer the identity of the Program Participant, and to acknowledge its participation in the Super User option, and that its identity may be inferred by other healthcare organizations participating in this Super User option through the development of benchmark groups associated with Third Party Organizer;

WHEREAS, Third Party Organizer and AHA are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and regulations promulgated thereunder.

NOW, THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

A. DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule.

1. Data shall mean all information, including patient data, submitted by Program Participant to AHA, through IQVIA, for participation in the GWTG program, including De-identified Data and Protected Health Information in the form of a Limited Data Set. Data also includes configurable measure reports and data downloadable functions to be used for quality improvement and scientific research purposes ("Reports").
2. De-identified Data – shall have the same meaning as defined in 45 C.F.R. § 164.514.
3. Protected Health Information ("PHI") shall have the same meaning as defined in 45 C.F.R. § 160.103 under HIPAA, and any applicable state laws.
4. Limited Data Set shall mean the data elements as defined in HIPAA under 45 C.F.R. § 164.514(e)(2).
5. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time.

B. OBLIGATIONS OF PARTIES

1. Data. AHA shall make available to Third Party Organizer Data to be used by Third Party Organizer for purposes of research and health care operations (collectively, the "Authorized Purpose"). AHA shall provide Third Party Organizer access to the Data via a Super User account upon execution of this Agreement for participation in the following GWTG program module(s).

	Get With The Guidelines® - AFIB
✓	Get With The Guidelines® - Coronary Artery Disease
	Get With The Guidelines® - Heart Failure
	Get With The Guidelines® - Resuscitation
	Get With The Guidelines® - Stroke
	Get With The Guidelines® - Collaborative Research Network
	AHA's COVID-19 Registry powered by GWTG®

2. Use of Data. Third Party Organizer agrees to use and disclose the Data only for the Authorized Purpose or as required by law, and shall ensure that its respective directors, officers, employees, contractors and agents do not use or disclose the Data in any manner that would constitute a violation of the Privacy Rule if used or disclosed by the Program Participant. Third Party Organizer shall limit the use or receipt of the Data to those parties who need the Data for the performance of the Authorized Purpose.

3. Minimum Necessary Information. Third Party Organizer represents that, to the extent Third Party Organizer requests AHA to disclose the Data to Third Party Organizer hereunder, such a request will only be for the minimum data necessary to accomplish the Authorized Purpose of the request.

4. Safeguards Against Misuse of Information. Third Party Organizer will use appropriate safeguards to prevent the use or disclosure of the Data, other than as permitted under this Agreement.

5. Reporting of Unauthorized Disclosures. Third Party Organizer shall promptly upon becoming aware of any use or disclosure of the Data in violation of this Agreement by any of its officers, directors, employees, contractors or agents or by a third party to which Third Party Organizer discloses the Data, report such disclosure, in writing, to AHA and to the Program Participant from which the Data had been obtained.

6. Agreements by Third Parties. Third Party Organizer shall obtain and maintain a written agreement with each agent or subcontractor that has or will have access to the Data through Third Party Organizer, pursuant to which such agent or subcontractor shall agree to be bound by the same restrictions, terms and conditions that apply to Third Party Organizer under this Agreement with respect to the Data.

7. Notice of Request for Data. Third Party Organizer agrees to notify AHA promptly upon receipt of any request for production or subpoena of the Data received from AHA, in connection with any governmental investigation or governmental or civil proceeding. AHA will notify the relevant Program Participant, and if the Program Participant decides to challenge the validity of or assume responsibility for responding to such request or subpoena, the parties shall cooperate fully with the Program Participant in connection therewith.

8. Liability. AHA is not responsible for, and will not be liable for, any damages Third Party Organizer may incur.

9. Term and Termination. The term of this Agreement will begin as of the Effective Date and will expire upon the earlier of nine (9) years from the Effective Date. In addition to the termination for breach rights and notice obligations as set forth herein, either party may terminate this Agreement at any time for any reason or for no reason by giving at least sixty (60) days prior notice to the other party. Upon the later of: (a) the completion of the data transfers, or (b) the term of this Agreement, there shall be no further obligations between the parties, unless specifically stated herein.

10. Termination Upon Breach. This Agreement may be terminated by either party upon five (5) days prior written notice to the other party in the event that such other party breaches any provision of this Agreement and such breach is not cured within such five (5) day period. Each party shall have the right to fully exercise any remedy existing at law or in equity in the event the other party breaches or violates this Agreement.

11. Return or Destruction of Data. The terms and provisions of this Agreement that protect the Data shall survive expiration or termination of this Agreement and such information shall thereafter only be used or disclosed for Authorized Purpose.

12. Fees. Third Party Organizer is responsible for the fees set forth in Exhibit A. AHA shall remit an invoice to Third Party Organizer on an annual basis. Payment is due within 30 days from Third Party Organizer's receipt of such invoice from AHA. Unless otherwise stated, AHA's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Third Party Organizer is responsible for paying all Taxes, excluding only taxes based on AHA's income. If AHA has the legal obligation to pay or collect Taxes for which Third Party Organizer is responsible under this section, the appropriate amount shall be invoiced to and paid by Third Party Organizer unless, and to the extent that Third Party Organizer qualifies for exemption of some or all of the Taxes, and Third Party Organizer provides AHA with a valid tax exemption certificate authorized by each appropriate taxing authority. Base fees include access for up to three users. Each additional user beyond three incurs an associated fee.

13. Miscellaneous. (a) This Agreement may be amended only by mutual written agreement of both parties. (b) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. (c) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (d) The relationship between AHA and Third Party Organizer is that of independent contractors and neither party nor its agents shall have any authority to bind the other party in any way. (e) All notices shall be in writing and may be delivered in person, by courier, or sent by receipt email, or by first class, postage prepaid US mail to the parties, which notice shall be deemed given upon receipt or three (3) days following deposit in the US Mail. Either party may change the address for notices hereunder by providing written notice thereof to the other party in accordance with the terms of this section. (f) All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and approved successors and assigns. (g) This Agreement may be executed by facsimile or other electronic means (including .PDF) and in one or more counterparts, each of which shall be deemed to be any original, but all of which together constitute one and the same instrument. (h) This Agreement supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other document submitted by or on behalf of Third Party Organizer, AHA, or IQVIA.

14. Third Party Organizer Contact Information. Notices and invoicing shall be sent to the contact information below. Third Party Organizer shall update this

Name of Contact Person: Andrew Holcomb

Title of Contact person: Acting EMS Director, San Francisco EMS Agency

Phone No: 628-217-6014

Email Address: andrew.holcomb@sfgov.org

Physical Address: 333 Valencia St., Suite 210, San Francisco, CA 94103

IN WITNESS WHEREOF, each party hereto has signed this Agreement as of the dates set forth below.

AMERICAN HEART ASSOCIATION

By: Michele M. Bolles

Name: Michele M. Bolles

Title: SVP, Quality Outcomes Research and Analytics

Date: 08/01/2022

City of San Francisco
Recommended by:

DocuSigned by:
Will Lee for Mary Ellen Carroll
E1F6818D4149D4A...
8/2/2022

Mary Ellen Carroll
Executive Director
Department of Emergency Management

Approved as to Form:

David Chiu
City Attorney

APPROVED AS TO FORM
Date: 08-01-2022
By: TPH
AHA LEGAL DEPT

DocuSigned by:
By: Christina Fletes-Romo 8/2/2022
A850801BCFA0411...
Christina Fletes
Deputy City Attorney

Approved:

DocuSigned by:
Wil Alderman 7/7/2023
A22523E97D49425...
Sailaja Kurella
Acting Director of the Office of Contract Administration, and Purchaser

APPENDIX A
City and County of San Francisco
General Contract Conditions

1. Taxes. City is exempt from federal taxes except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable, on invoices.

2. Budget and Fiscal Provisions. This contract is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This section controls against any and all other provisions of this contract.

3. Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City's Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Purchase Order in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Contractor and City having modified this Purchase Order as authorized by amendment and approved as required by law. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

4. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim

5. Hold Harmless and Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

6. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

7. Termination and Termination for Convenience. In the event Contractor fails to perform any of its obligations under this contract, in addition to any other remedies available to City, this contract may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days' written notice to Contractor. No new work will be undertaken, and no new deliveries will be made, after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, under this contract to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's nonperformance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, pursuant to this contract, to the satisfaction of the City up to the date of termination. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City. Such non-recoverable costs include, but are not limited to, anticipated profits on this contract, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the contract after receipt of the termination notice.

8. Nondisclosure of Private, Proprietary or Confidential Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M. In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

9. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10. Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

11. Nondiscrimination Requirements.

a. Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

b. Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

12. MacBride Principles--Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By accepting this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

13. Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

14. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.

15. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

16. Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance under this Agreement, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

17. Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

18. Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

19. Preservative-Treated Wood Products. Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

20. Use of City Opinion. Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers of agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.

21. Contract Interpretation; Choice of Law/Venue; Assignment. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco. This Agreement may be assigned only with the written approval of Purchasing by written instrument executed and approved in the same manner as this Agreement.

22. Proposal, Quotation and Attachments. This contract incorporates by reference the provisions of any related bid request issued by City, any bid submitted by contractor, or both. This contract incorporates by reference the provision of any attachments.

23. Provisions Controlling. Contractor agrees that in the event of conflicting language between this contract and Contractor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the contractor's terms and conditions attempting to nullify City terms and conditions or to resolve language conflicts in favor of the contractor's terms and conditions.

24. Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

25. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

AHA Get With The Guidelines® Super User Agreement

Exhibit A - Government Entities

Site ID: AHA ID:

Name: of San Francisco, acting by and through the Emergency Medical Services Agency at the Department of Emergen

Address: 333 Valencia Street Suite 210

City: San Francisco State: CA Zip: 94103

Line	Customer #	Product	Service Period		Unit Price
1	969663	CAD Super User	Jan 2022 - Dec 2022	Year 1	$ 4,682
2	969663	CAD Super User	Jan 2023 - Dec 2023	Year 2	$ 4,752
3	969663	CAD Super User	Jan 2024 - Dec 2024	Year 3	$ 4,824
4	969663	CAD Super User	Jan 2025 - Dec 2025	Year 4	$ 4,896
5	969663	CAD Super User	Jan 2026 - Dec 2026	Year 5	$ 4,970
6	969663	CAD Super User	Jan 2027 - Dec 2027	Year 6	$ 5,044
7	969663	CAD Super User	Jan 2028 - Dec 2028	Year 7	$ 5,120
8	969663	CAD Super User	Jan 2029 - Dec 2029	Year 8	$ 5,197
9	969663	CAD Super User	Jan 2030 - Dec 2030	Year 9	$ 5,274
			TOTAL		$ 44,759

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WHEREAS, AHA owns and operates the Get With The Guidelines® ("GWTG") program, which is a quality improvement program that includes data collection and reports on standardized, clinical cardiovascular processes, outcomes, and procedures;

WHEREAS, the GWTG program consists of different modules which focus on various areas of cardiovascular and stroke disease;

WHEREAS, AHA contracted with its approved third-party technology vendor Outcome Sciences, LLC ("IQVIA") for IQVIA to develop a database tool designed to expand the use of the GWTG program ("Super User") in various participating healthcare organizations ("Program Participant") that have signed an agreement to participate in GWTG ("GWTG Agreement);

WHEREAS, Third Party Organizer desires to access this Super User option of the GWTG program, therefore obtaining access to the Program Participant's data ("Data") as that term is described in §A(1), and for the GWTG program(s) specified in §B(1);

WHEREAS, Program Participants who have signed an amendment to the GWTG Agreement with AHA permit AHA and IQVIA to provide Third Party Organizer access to such Data, and to allow AHA and IQVIA to make available to Third Party Organizer the identity of the Program Participant, and to acknowledge its participation in the Super User option, and that its identity may be inferred by other healthcare organizations participating in this Super User option through the development of benchmark groups associated with Third Party Organizer;

WHEREAS, Third Party Organizer and AHA are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and regulations promulgated thereunder.

NOW, THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

A. DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule.

1. Data shall mean all information, including patient data, submitted by Program Participant to AHA, through IQVIA, for participation in the GWTG program, including De-identified Data and Protected Health Information in the form of a Limited Data Set. Data also includes configurable measure reports and data downloadable functions to be used for quality improvement and scientific research purposes ("Reports").
2. De-identified Data – shall have the same meaning as defined in 45 C.F.R. § 164.514.
3. Protected Health Information ("PHI") shall have the same meaning as defined in 45 C.F.R. § 160.103 under HIPAA, and any applicable state laws.
4. Limited Data Set shall mean the data elements as defined in HIPAA under 45 C.F.R. § 164.514(e)(2).
5. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time.

B. OBLIGATIONS OF PARTIES

1. Data. AHA shall make available to Third Party Organizer Data to be used by Third Party Organizer for purposes of research and health care operations (collectively, the "Authorized Purpose"). AHA shall provide Third Party Organizer access to the Data via a Super User account upon execution of this Agreement for participation in the following GWTG program module(s).

	Get With The Guidelines® - AFIB
	Get With The Guidelines® - Coronary Artery Disease
	Get With The Guidelines® - Heart Failure
	Get With The Guidelines® - Resuscitation
✓	Get With The Guidelines® - Stroke
	Get With The Guidelines® - Collaborative Research Network
	AHA's COVID-19 Registry powered by GWTG®

2. Use of Data. Third Party Organizer agrees to use and disclose the Data only for the Authorized Purpose or as required by law, and shall ensure that its respective directors, officers, employees, contractors and agents do not use or disclose the Data in any manner that would constitute a violation of the Privacy Rule if used or disclosed by the Program Participant. Third Party Organizer shall limit the use or receipt of the Data to those parties who need the Data for the performance of the Authorized Purpose.

3. Minimum Necessary Information. Third Party Organizer represents that, to the extent Third Party Organizer requests AHA to disclose the Data to Third Party Organizer hereunder, such a request will only be for the minimum data necessary to accomplish the Authorized Purpose of the request.

4. Safeguards Against Misuse of Information. Third Party Organizer will use appropriate safeguards to prevent the use or disclosure of the Data, other than as permitted under this Agreement.

5. Reporting of Unauthorized Disclosures. Third Party Organizer shall promptly upon becoming aware of any use or disclosure of the Data in violation of this Agreement by any of its officers, directors, employees, contractors or agents or by a third party to which Third Party Organizer discloses the Data, report such disclosure, in writing, to AHA and to the Program Participant from which the Data had been obtained.

6. Agreements by Third Parties. Third Party Organizer shall obtain and maintain a written agreement with each agent or subcontractor that has or will have access to the Data through Third Party Organizer, pursuant to which such agent or subcontractor shall agree to be bound by the same restrictions, terms and conditions that apply to Third Party Organizer under this Agreement with respect to the Data.

7. Notice of Request for Data. Third Party Organizer agrees to notify AHA promptly upon receipt of any request for production or subpoena of the Data received from AHA, in connection with any governmental investigation or governmental or civil proceeding. AHA will notify the relevant Program Participant, and if the Program Participant decides to challenge the validity of or assume responsibility for responding to such request or subpoena, the parties shall cooperate fully with the Program Participant in connection therewith.

8. Liability. AHA is not responsible for, and will not be liable for, any damages Third Party Organizer may incur.

9. Term and Termination. The term of this Agreement will begin as of the Effective Date and will expire upon the earlier of nine (9) years from the Effective Date. In addition to the termination for breach rights and notice obligations as set forth herein, either party may terminate this Agreement at any time for any reason or for no reason by giving at least sixty (60) days prior notice to the other party. Upon the later of: (a) the completion of the data transfers, or (b) the term of this Agreement, there shall be no further obligations between the parties, unless specifically stated herein.

10. Termination Upon Breach. This Agreement may be terminated by either party upon five (5) days prior written notice to the other party in the event that such other party breaches any provision of this Agreement and such breach is not cured within such five (5) day period. Each party shall have the right to fully exercise any remedy existing at law or in equity in the event the other party breaches or violates this Agreement.

11. Return or Destruction of Data. The terms and provisions of this Agreement that protect the Data shall survive expiration or termination of this Agreement and such information shall thereafter only be used or disclosed for Authorized Purpose.

12. Fees. Third Party Organizer is responsible for the fees set forth in Exhibit A. AHA shall remit an invoice to Third Party Organizer on an annual basis. Payment is due within 30 days from Third Party Organizer's receipt of such invoice from AHA. Unless otherwise stated, AHA's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Third Party Organizer is responsible for paying all Taxes, excluding only taxes based on AHA's income. If AHA has the legal obligation to pay or collect Taxes for which Third Party Organizer is responsible under this section, the appropriate amount shall be invoiced to and paid by Third Party Organizer unless, and to the extent that Third Party Organizer qualifies for exemption of some or all of the Taxes, and Third Party Organizer provides AHA with a valid tax exemption certificate authorized by each appropriate taxing authority. Base fees include access for up to three users. Each additional user beyond three incurs an associated fee.

13. Miscellaneous. (a) This Agreement may be amended only by mutual written agreement of both parties. (b) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. (c) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (d) The relationship between AHA and Third Party Organizer is that of independent contractors and neither party nor its agents shall have any authority to bind the other party in any way. (e) All notices shall be in writing and may be delivered in person, by courier, or sent by receipt email, or by first class, postage prepaid US mail to the parties, which notice shall be deemed given upon receipt or three (3) days following deposit in the US Mail. Either party may change the address for notices hereunder by providing written notice thereof to the other party in accordance with the terms of this section. (f) All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and approved successors and assigns. (g) This Agreement may be executed by facsimile or other electronic means (including .PDF) and in one or more counterparts, each of which shall be deemed to be any original, but all of which together constitute one and the same instrument. (h) This Agreement supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other document submitted by or on behalf of Third Party Organizer, AHA, or IQVIA.

14. Third Party Organizer Contact Information. Notices and invoicing shall be sent to the contact information below. Third Party Organizer shall update this

Name of Contact Person: Andrew Holcomb

Title of Contact person: Acting EMS Director, San Francisco EMS Agency

Phone No: 628-217-6014

Email Address: andrew.holcomb@sfgov.org

Physical Address: 333 Valencia St., Suite 210, San Francisco, CA 94103

IN WITNESS WHEREOF, each party hereto has signed this Agreement as of the dates set forth below.

AMERICAN HEART ASSOCIATION

By: Michele M. Bolles

Name: Michele M. Bolles

Title: SVP, Quality Outcomes Research and Analytics

Date: 08/01/2022

APPROVED AS TO FORM
Date: 08-01-2022
By: TPH
AHA LEGAL DEPT

City of San Francisco
Recommended by:

DocuSigned by:
Will Lee for Mary Ellen Carroll 8/2/2022
[illegible]

Mary Ellen Carroll
Executive Director
Department of Emergency Management

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by: Christina Fletes-Romo A85080188CFA0411... 8/2/2022

Christina Fletes
Deputy City Attorney

Approved:

Sailaja Kurella
Acting Director of the Office of Contract Administration, and Purchaser

APPENDIX A
City and County of San Francisco
General Contract Conditions

1. Taxes. City is exempt from federal taxes except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable, on invoices.

2. Budget and Fiscal Provisions. This contract is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This section controls against any and all other provisions of this contract.

3. Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City's Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Purchase Order in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Contractor and City having modified this Purchase Order as authorized by amendment and approved as required by law. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

4. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim

5. Hold Harmless and Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

6. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

7. Termination and Termination for Convenience. In the event Contractor fails to perform any of its obligations under this contract, in addition to any other remedies available to City, this contract may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days' written notice to Contractor. No new work will be undertaken, and no new deliveries will be made, after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, under this contract to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's nonperformance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, pursuant to this contract, to the satisfaction of the City up to the date of termination. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City. Such non-recoverable costs include, but are not limited to, anticipated profits on this contract, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the contract after receipt of the termination notice.

8. Nondisclosure of Private, Proprietary or Confidential Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M. In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

9. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10. Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

11. Nondiscrimination Requirements.

a. Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

b. Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

12. MacBride Principles--Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By accepting this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

13. Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

14. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.

15. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

16. Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance under this Agreement, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

17. Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

18. Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

19. Preservative-Treated Wood Products. Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

20. Use of City Opinion. Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers of agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.

21. Contract Interpretation; Choice of Law/Venue; Assignment. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco. This Agreement may be assigned only with the written approval of Purchasing by written instrument executed and approved in the same manner as this Agreement.

22. Proposal, Quotation and Attachments. This contract incorporates by reference the provisions of any related bid request issued by City, any bid submitted by contractor, or both. This contract incorporates by reference the provision of any attachments.

23. Provisions Controlling. Contractor agrees that in the event of conflicting language between this contract and Contractor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the contractor's terms and conditions attempting to nullify City terms and conditions or to resolve language conflicts in favor of the contractor's terms and conditions.

24. Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

25. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

AHA Get With The Guidelines® Super User Agreement

Exhibit A - Government Entities

Site ID: AHA ID:

Name: of San Francisco, acting by and through the Emergency Medical Services Agency at the Department of Emergen

Address: 333 Valencia Street Suite 210

City: San Francisco State: CA Zip: 94103

Line	Customer #	Product	Service Period		Unit Price
1	969663	Stroke Super User	March 2022 - Dec 2022	Year 1	$ 4,943
2	969663	STK Measures	March 2022 - Dec 2022	Year 1	$ 1,818
3	969663	CSTK Measures	March 2022 - Dec 2022	Year 1	$ 1,818
4	969663	Stroke Super User	Jan 2023 - Dec 2023	Year 2	$ 6,020
5	969663	STK Measures	Jan 2023 - Dec 2023	Year 2	$ 2,214
6	969663	CSTK Measures	Jan 2023 - Dec 2023	Year 2	$ 2,214
7	969663	Stroke Super User	Jan 2024 - Dec 2024	Year 3	$ 6,110
8	969663	STK Measures	Jan 2024 - Dec 2024	Year 3	$ 2,247
9	969663	CSTK Measures	Jan 2024 - Dec 2024	Year 3	$ 2,247
10	969663	Stroke Super User	Jan 2025 - Dec 2025	Year 4	$ 6,202
11	969663	STK Measures	Jan 2025 - Dec 2025	Year 4	$ 2,281
12	969663	CSTK Measures	Jan 2025 - Dec 2025	Year 4	$ 2,281
13	969663	Stroke Super User	Jan 2026 - Dec 2026	Year 5	$ 6,295
14	969663	STK Measures	Jan 2026 - Dec 2026	Year 5	$ 2,315
15	969663	CSTK Measures	Jan 2026 - Dec 2026	Year 5	$ 2,315
16	969663	Stroke Super User	Jan 2027 - Dec 2027	Year 6	$ 6,389
17	969663	STK Measures	Jan 2027 - Dec 2027	Year 6	$ 2,350
18	969663	CSTK Measures	Jan 2027 - Dec 2027	Year 6	$ 2,350
19	969663	Stroke Super User	Jan 2028 - Dec 2028	Year 7	$ 6,485
20	969663	STK Measures	Jan 2028 - Dec 2028	Year 7	$ 2,385
21	969663	CSTK Measures	Jan 2028 - Dec 2028	Year 7	$ 2,385
22	969663	Stroke Super User	Jan 2029 - Dec 2029	Year 8	$ 6,582
23	969663	STK Measures	Jan 2029 - Dec 2029	Year 8	$ 2,421
24	969663	CSTK Measures	Jan 2029 - Dec 2029	Year 8	$ 2,421
25	969663	Stroke Super User	Jan 2030 - Dec 2030	Year 9	$ 6,681
26	969663	STK Measures	Jan 2030 - Dec 2030	Year 9	$ 2,457
27	969663	CSTK Measures	Jan 2030 - Dec 2030	Year 9	$ 2,457
			TOTAL		$ 96,682

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and Sutter Bay Hospitals dba California Pacific Medical Center

TABLE OF CONTENTS

This Memorandum of Understanding ("MOU") is made February 6, 2023 in the City and County of San Francisco, State of California, by and between Sutter Bay Hospitals dba California Pacific Medical Center ("Receiving Facility") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Sutter Bay Hospitals dba California Pacific Medical Center, a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on February 6, 2023 and expire 5 years later on February 5, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to is Specialty Receiving Center services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 Services

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix B (Base Hospital Statement of Work);

4.1.3 Appendix C (STEMI Receiving Center Statement of Work);

4.1.4 Appendix D (Stroke Receiving Center Statement of Work);

4.1.5 Appendix E (Trauma Receiving Center Statement of Work);

4.1.6 Appendix F EMS for Children (EMSC) Statement of Work).

4.2 Qualified Personnel.

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility‘s authorized subcontractors) to perform the Services. Subcontracting.

4.3 Independent Contractor.

For the purposes of this Article 4, “Receiving Facility” shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility’s performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 Assignment.

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 Activities at Receiving Facility’s Expense.

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense and without cost to City, unless said Receiving Facility is a City agency or employee providing services under this MOU.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 **Insurance.** A program of self insurance up to the levels required in this section is acceptable.

5.1.1 **Required Coverages.** Without in any way limiting Receiving Facility's liability pursuant to the "Indemnification" section of this MOU, Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(h) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Receiving Facility, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all Claims for breach of federal and/or state law regarding the privacy of health information, electronic records or related topics.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other

controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 **Nondiscrimination Requirements.**

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 **Notices to the Parties.**

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	CHIEF NURSING EXECUTIVE CALIFORNIA PACIFIC MEDICAL CENTER 1101 VAN NESS AVENUE SAN FRANCISCO, CA 94109 415.600.6000 JIM.BENNEY@SUTTERHEALTH.ORG

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Sunshine Ordinance.**

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 **MOU Made in California; Venue.**

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 **Compliance with Laws.**

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 **Protected Health Information.**

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving

Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 City Data

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll
29F685F5254A4F0...
2/8/2023

Receiving Facility

Sutter Bay Hospitals dba California Pacific Medical Center

DocuSigned by:
James K Benney
B1383D62B0FC408...
2/6/2023

James Benney, CNE
Chief Nursing Executive, CPMC

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown
DD821142FB724F0...
2/8/2023

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson
BD5516B...
2/8/2023

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work–Receiving Facility
B: Statement of Work–Base Hospital Receiving Center (Reserved)
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center
E: Statement of Work–Trauma Receiving Center (Reserved)
F: Statement of Work–EMS for Children Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C –STEMI Receiving Center

Applicable to Sutter Bay Hospitals dba California Pacific Medical Center, Van Ness Campus

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. **Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC (“STAR”)]

Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

Applicable to Sutter Bay Hospitals dba California Pacific Medical Center, Van Ness and Davies Campuses

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and

protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

Appendix F – EMS for Children (EMSC)

Applicable to Sutter Bay Hospitals dba California Pacific Medical Center, Van Ness Campus

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED EMSC RECEIVING CENTER:

1. **Approved EMSC Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide EMSC Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in EMSC Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5012.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for EMSC Receiving Center designation. EMSC Center shall provide support to EMSC Plan as specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a EMSC Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to EMSC designation criteria as specified in LEMSA policy and Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected EMSC transported to Receiving Facility designated as a EMSC Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. EMSC Receiving Center acknowledges that LEMSA does not guarantee EMSC patients will be delivered or diverted to EMSC Receiving Center for care and cannot assure that a minimum number of EMSC patients will be delivered to EMSC Receiving Center during term of this MOU.

d. EMSC Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical EMSC equipment or personnel not be available. EMSC Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent EMSC Receiving Center capabilities may lead to suspension and/or termination of EMSC Receiving Center designation.

e. EMSC Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy 5012 Pediatric Critical Care Standards. EMSC Receiving

Center shall monitor compliance with LEMSA standards for EMSC Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. EMSC Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of EMSC Receiving Center designation.

g. EMSC Receiving Center shall immediately notify LEMSA of any circumstances that will prevent EMSC Receiving Center from providing EMSC services and immediately update its status in the ReddiNet system if unable to provide EMSC services.

h. EMSC Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet EMSC Receiving Center standards within the timeframes established by LEMSA.

i. EMSC Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of EMSC patients.

j. EMSC shall actively and cooperatively participate in any committees, such as EMS for Children Committee, as listed in Appendix A.

k. EMSC Receiving Center shall submit EMSC data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and EMSC Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of EMSC Receiving Center standards and may result in suspension and/or revocation of EMSC Receiving Center.

l. EMSC Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and Kaiser Foundation Hospital-San Francisco

TABLE OF CONTENTS

This Memorandum of Understanding ("MOU") is made March 31, 2023 in the City and County of San Francisco, State of California, by and between Kaiser Foundation Hospitals, a California nonprofit public benefit corporation, ("KFH") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Kaiser Foundation Hospital – San Francisco ("Receiving Facility") a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Kaiser Foundation Hospital-San Francisco, a hospital that has been designated to receive EMS patients by the LEMSA and, where appropriate, KFH as the owner and operator of Kaiser Foundation Hospital – San Francisco.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on March 31, 2023 and expire 5 years later on March 30, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center; and

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to its Specialty Receiving Center services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 Services

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix C (STEMI Receiving Center Statement of Work); and

4.1.3 Appendix D (Stroke Receiving Center Statement of Work).

4.2 Qualified Personnel.

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility‘s authorized subcontractors) to perform the Services. Subcontracting.

4.3 Independent Contractor.

For the purposes of this Article 4, “Receiving Facility” shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility’s performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 Assignment.

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU.

4.5 Activities at Receiving Facility’s Expense.

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility’s expense and without cost to City.

4.6 Warranty.

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(f) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(g) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal, unless the policy has been replaced with comparable coverage. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including all claims for breach of federal and/or

state law regarding the privacy of health information, electronic records or related topics, including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City, in which case damages shall be apportioned pro rata in proportion to each Party's percentage of fault.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 Nondiscrimination Requirements.

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfdph.org
To Receiving Facility:	NICOLE THOMSON AREA FINANCE OFFICER, GOLDEN GATE SERVICE AREA KAISER FOUNDATION HOSPITAL-SAN FRANCISCO

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Sunshine Ordinance.

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 MOU Made in California; Venue.

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 Construction.

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 Entire Agreement.

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, “Modification of this Agreement.”

11.7 Compliance with Laws.

Receiving Facility shall keep itself fully informed of the City’s Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to

Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 **Protected Health Information.**

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 **City Data**

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 4/10/2023
29F685F5254A4F0...

Receiving Facility

Kaiser Foundation Hospital-San Francisco

DocuSigned by:
Nicole Thomson 4/6/2023
423E0EAAB0E843A8...
NICOLE THOMSON
AREA FINANCE OFFICER

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 4/12/2023
DD821142FB724F0...

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson
BD54C68A4C3B452...

4/10/2023

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work–Receiving Facility
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. STAR Committee (Specialty Designations Only)

d. Stroke Committee (Specialty Designations Only)

e. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to

an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C – STEMI Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. **Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC ("STAR")] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco,

acting by and through its Department of Emergency Management

and

Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH") and Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC")

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This Memorandum of Understanding ("MOU") is made on December 1, 2022 in the City and County of San Francisco, State of California, by and between Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH") and Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC") ("Receiving Facility") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH") at 900 Hyde St, San Francisco, CA 94109 and Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC") 450 Stanyan St., San Francisco, CA 94117, a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on December 1, 2022 and expire 5 years later on November 30, 2027, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to is Specialty Receiving Center

services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 **Services**

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix C (STEMI Receiving Center Statement of Work);

4.1.3 Appendix D (Stroke Receiving Center Statement of Work);

4.2 **Qualified Personnel.**

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility's authorized subcontractors) to perform the Services. Subcontracting.

4.3 **Independent Contractor.**

For the purposes of this Article 4, "Receiving Facility" shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility's performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 **Assignment.**

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 **Activities at Receiving Facility's Expense.**

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense and without cost to City, unless said Receiving Facility is a City agency or employee providing services under this MOU.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Receiving Facility's liability pursuant to the "Indemnification" section of this MOU, Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(h) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Receiving Facility, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all Claims for breach of federal and/or state law regarding the privacy of health information, electronic records or related topics.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 **Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 **Nondiscrimination Requirements.**

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 **Notices to the Parties.**

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	DARYN J. KUMAR, PRESIDENT AND CEO SAINT FRANCIS MEMORIAL HOSPITAL, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION ("SFMH") 900 HYDE ST., SAN FRANCISCO, CA 94109 415-353-6000 DARYN.KUMAR@DIGNITYHEALTH.ORG DARYN J. KUMAR, PRESIDENT AND CEO Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC") 450 Stanyan St., San Francisco, CA 94117 415-668-1000 daryn.kumar@dignityhealth.org

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Sunshine Ordinance.**

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 **MOU Made in California; Venue.**

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 **Compliance with Laws.**

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 Protected Health Information.

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 City Data

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 12/2/2022
29F685F5254A4F0...

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 12/5/2022
DD821142FB724F0...

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson 12/7/2022
BD54168A4C3B452...
Louise S. Simpson
Deputy City Attorney

Receiving Facility

Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH")

DocuSigned by:
Daryn Kumar 12/2/2022
DA566ED3953F408...
Daryn J. Kumar
President and CEO

Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC")

DocuSigned by:
Daryn Kumar 12/2/2022
DA566ED3953F408...
Daryn J. Kumar
President and CEO

Appendices

A: Statement of Work–Receiving Facility
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C –STEMI Receiving Center

Applicable to Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC")

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. **Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and

protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC ("STAR")] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA

upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and The Regents of the University of California, A Constitutional Corporation, on behalf of its UCSF Medical Center

TABLE OF CONTENTS

This Memorandum of Understanding ("MOU") is made October 1, 2023 in the City and County of San Francisco, State of California, ("City") by and between The Regents of the University of California, A Constitutional Corporation, on behalf of its UCSF Medical Center ("Receiving Facility") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the Health Insurance Portability and Accountability Act of 1996 ; and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Parnassus: 505 Parnassus Ave., San Francisco, CA., 94143 and Mission Bay: 1975 4th St. (First Floor), San Francisco, CA., 94158, a hospital(s) that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on October 1, 2023 and expire 5 years later on September 30, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to is Specialty Receiving Center services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 Services

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work) - Parnassus Emergency Department and Mission Bay Emergency Department.

Receiving Facility may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix C (STEMI Receiving Center Statement of Work) – Parnassus Emergency Department;

4.1.3 Appendix D (Stroke Receiving Center Statement of Work) – Parnassus Emergency Department;

4.1.4 Appendix F (EMS for Children (EMSC) Statement of Work) – Mission Bay Emergency Department.

4.2 Qualified Personnel.

Receiving Facility shall utilize only competent personnel, as determined by Receiving Facility, under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility's authorized subcontractors) to perform the Services in accordance with Receiving Facility's practice procedures and protocols.

4.3 Independent Contractor.

For the purposes of this Article 4, "Receiving Facility" shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility's performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 Assignment.

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU.

4.5 **Activities at Receiving Facility's Expense.**

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense and without cost to City, unless said Receiving Facility is a City agency or employee providing services under this MOU.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Each Party shall, at such Party's own expense, obtain, maintain, and keep in full force and effect, at all times during the term hereof, insurance coverage with respect to its property, plant and equipment and its activities conducted thereon and under this Agreement consisting of::

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(h) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 **Indemnification.**

5.2.1 **General Indemnity**: Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Receiving Facility, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all Claims for breach of federal and/or state law regarding the privacy of health information, electronic records or related topics.

5.2.2 **Breach Indemnity**: Each Party shall defend, indemnify, and hold the other, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of a claim for data breach, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents or employees.

Article 6 Liability of the Parties

6.1 **Liability for Incidental and Consequential Damages.**

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 Alcohol and Drug-Free Workplace.

Receiving Facility acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises.

10.2 Nondiscrimination Requirements.

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	**Andrew Holcomb, MS, EMS Director,** **San Francisco EMS Agency** Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	**Cynthia Barginere, DNP, RN, FACHE / President of Adult Services** Parnassus: 505 Parnassus Ave., San Francisco, CA., 94143 Phone: 415.353.1037 cynthia.barginere@ucsf.edu **Joan Zoltanski, MD, MBA / Chief Medical Officer and Interim President of UCSF Benioff Children Hospitals** Mission Bay: 1975 4th St. (First Floor), San Francisco, CA., 94158 Phone: 415.353.1818 joan.zoltanski@ucsf.edu

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Sunshine Ordinance.**

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 **MOU Made in California; Venue.**

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 3.3.1, "Formal Amendment"."

11.7 **Compliance with Laws.**

The Parties shall comply with all applicable laws in the performance of this Agreement. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed as Receiving Facility's contractual commitment to any law, regulation or ordinance to which Receiving Facility is exempt as a California Constitutional Corporation.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Receiving Facility, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 Protected Health Information.

Each Party shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed in the performance of this MOU. Each Party agrees that any failure of the other Party to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that a Party pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to the other party, or its subcontractors or agents, the disclosing Party shall indemnify the other Party for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the non-breaching Party may terminate the Contract.

Article 13 Data and Security

13.1 Confidential Information

13.1.1 **Data Breach; Loss of Confidential Information**. In the event of any breach of Confidential Information that compromises or is suspected to compromise the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative, or organizational safeguards put in place by the receiving party that relate to the protection of the security, confidentiality, or integrity of Confidential Information, receiving party shall notify the other Party immediately following discovery, but no later 5 business days, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the other Party.

13.1.2 **Confidential Information Privacy and Information Security Program.** Without limiting the Party's obligation of confidentiality as further described herein, Each Party shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; (iii) protect against unauthorized disclosure, access to, or use of the Confidential Information; (iv) ensure the proper disposal of Confidential Information, as applicable,; and, (v) ensure that all of the Party's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Each Party shall ensure that all electronic transmission or exchange of Confidential Information will be encrypted using current industry standards. Each Party shall also ensure that all Confidential Information exchanged shall be used expressly and solely for the purposes stated in the MOU. Confidential Information shall not be distributed, repurposed, or shared across other applications, environments, or business units of the other Party not involved in

administration of this MOU, unless otherwise permitted in this MOU or authorized by the other Party. Each Party shall ensure that no Confidential Information of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Parties.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 10/23/2023
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APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 10/24/2023
DD821142FB724F0...

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson 10/26/2023
B5541C44C3B452...
Louise S. Simpson
Deputy City Attorney

Receiving Facility

UCSF Health / Medical Center
Parnassus: 505 Parnassus Ave., San Francisco, CA., 94143
Phone: 415.353.1037

DocuSigned by:
9/26/2023
73D352D65E77408...
Cynthia Barginere, DNP, RN, FACHE / President of Adult Services

Mission Bay: 1975 4th St. (First Floor), San Francisco, CA., 94158
Phone: 415.353.1818

DocuSigned by:
Joan Zoltanski 10/12/2023
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Joan Zoltanski, MD, MBA / Chief Medical Officer and Interim President of UCSF Benioff Children Hospitals

Appendices

A: Statement of Work–Receiving Facility
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center
F: Statement of Work–EMS for Children Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all applicable provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. To the extent required and in compliance with California Health and Safety Code Section 1797.122 and Cal. Code Regs. Tit. 22, §§ 100270.126, 100270.228, and 100450.223, Receiving Facility shall release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized critical care transport, ALS, and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with critical care transports and permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, including but not limited to pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel in compliance with LEMSA Policy No. 6020.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility use industry standard efforts to offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C – STEMI Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Hospital shall, to the extent operationally feasible and not disproportionately detrimental to other Hospital patients, accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC (“STAR”)] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Hospital shall, to the extent operationally feasible and not disproportionately detrimental to other Hospital patients, accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

Appendix F – EMS for Children (EMSC)

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED EMSC RECEIVING CENTER:

1. Approved EMSC Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide EMSC Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in EMSC Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5012.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for EMSC Receiving Center designation. EMSC Center shall provide support to EMSC Plan as specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a EMSC Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to EMSC designation criteria as specified in LEMSA policy and Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

b. Hospital shall, to the extent operationally feasible and not disproportionately detrimental to other Hospital patients, accept all City and County San Francisco EMS patients triaged as having a suspected EMSC transported to Receiving Facility designated as a EMSC Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. EMSC Receiving Center acknowledges that LEMSA does not guarantee EMSC patients will be delivered or diverted to EMSC Receiving Center for care and cannot assure that a minimum number of EMSC patients will be delivered to EMSC Receiving Center during term of this MOU.

d. EMSC Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical EMSC equipment or personnel not be available. EMSC Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent EMSC Receiving Center capabilities may lead to suspension and/or termination of EMSC Receiving Center designation.

e. EMSC Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy 5012 Pediatric Critical Care Standards. EMSC Receiving

Center shall monitor compliance with LEMSA standards for EMSC Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. EMSC Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of EMSC Receiving Center designation.

g. EMSC Receiving Center shall immediately notify LEMSA of any circumstances that will prevent EMSC Receiving Center from providing EMSC services and immediately update its status in the ReddiNet system if unable to provide EMSC services.

h. EMSC Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet EMSC Receiving Center standards within the timeframes established by LEMSA.

i. EMSC Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of EMSC patients.

j. EMSC shall actively and cooperatively participate in any committees, such as EMS for Children Committee, as listed in Appendix A.

k. EMSC Receiving Center shall submit EMSC data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and EMSC Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of EMSC Receiving Center standards and may result in suspension and/or revocation of EMSC Receiving Center.

l. EMSC Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center (ZSFG)

TABLE OF CONTENTS

This Memorandum of Understanding ("MOU") is made July 1, 2023 in the City and County of San Francisco, State of California, by and between the San Francisco Department of Public Health ("DPH") and the San Francisco Department of Emergency Management ("DEM").

Recitals

WHEREAS, DEM is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Zuckerberg San Francisco General Hospital ("ZSFG"), a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on July 1, 2023 and expire 5 years later on June 30, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit (Reserved for ZSFG)**

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 **Services**

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix B (Base Hospital Statement of Work);

4.1.3 Appendix C (STEMI Receiving Center Statement of Work);

4.1.4 Appendix D (Stroke Receiving Center Statement of Work);

4.1.5 Appendix E (Trauma Receiving Center Statement of Work);

4.2 **Qualified Personnel.**

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility's authorized subcontractors) to perform the Services. Subcontracting.

4.3 **Independent Contractor. (Reserved for ZSFG)**

4.4 **Assignment.**

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 **Activities at Receiving Facility's Expense.**

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity (Reserved for ZSFG)

5.1 **General Indemnification. (Reserved for ZSFG)**

Article 6 Liability of the Parties

6.1 **Liability for Incidental and Consequential Damages. (Reserved for ZSFG)**

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 **Termination for Convenience**

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 **Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 Nondiscrimination Requirements.

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	SUSAN EHRLICH, MD ZUCKERBURG SAN FRANCISCO GENERAL 1001 POTRERO AVE, SAN FRANCISCO, CA 94110 628-206-8000 SUSAN.EHRLICH@SFDPH.ORG

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Sunshine Ordinance.

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco

Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 MOU Made in California; Venue.

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 Construction.

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 Entire Agreement.

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 Compliance with Laws.

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 Severability.

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 Cooperative Drafting.

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security (Reserved)

Article 13 Data and Security (Reserved)

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 6/22/2023
29F685F5254A4F0...

Receiving Facility

Zuckerberg San Francisco General

DocuSigned by:
Greg Wagner 6/20/2023
28527524752949F...

Grant Colfax, MD
Director of Health
Department of Public Health

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 6/23/2023
DD821142FB724F0...

Appendices

A: Statement of Work–Receiving Facility
B: Statement of Work–Base Hospital Receiving Center
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center
E: Statement of Work–Trauma Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010. LEMSA shall work with Receiving Facility to designate and implement appropriate training to ensure staff competency.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix B – Base Hospital

STATEMENT OF WORK

I. General Requirements For Approved Base Hospital:

1. Approved Base Hospital authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility.

b. Provide Base Hospital Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as listed in LEMSA Policy No. 5011 and Cal. Code Regs. Tit. 22, § 100169.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who participate in Base Hospital Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy Nos. 5010 and 2080. LEMSA shall work with Base Hospital Receiving Center to designate and implement appropriate training to ensure staff competency.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Base Hospital Receiving Center designation, as specified by LEMSA Policy Nos. 5011 and 6000. Base Hospital Receiving Center shall provide support to Base Center Plan as required in California, Health and Safety Code §§ 1798.100, 1798.102, and 1798.104.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Base Hospital Receiving Center designation for failure to comply with applicable LEMSA policies, procedures, and regulations.

2. Base Hospital Participation and Personnel

a. A LEMSA Medical Director may designate hospitals or other approved entities to provide medical direction of prehospital emergency medical care personnel, within its area of jurisdiction.

b. A Base Hospital Medical Director and Program Coordinator shall be designated at the Receiving Facility. The Receiving Facility shall notify the LEMSA immediately of any personnel changes.

3. Training and Continuing Education

a. Base Hospital shall provide continuing education and training on a minimum of a quarterly basis for Base Hospital Physicians and prehospital personnel.

4. Quality Improvement

a. Base Hospital shall submit a Quality Improvement Plan for approval by the LEMSA on an annual basis.

5. Base Hospital Obligation

a. Base Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Base hospital designation criteria, as

specified in California Health and Safety Code 1798.2, 1797.58, 1797.59, Cal. Code Regs. Tit. 22, § 100169, and LEMSA Policy No. 5011.

Appendix C – STEMI Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016. LEMSA shall work with STEMI Receiving Center to designate and implement appropriate training to ensure staff competency.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC (“STAR”)] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such

efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015. LEMSA shall work with Stroke Receiving Center to designate and implement appropriate training to ensure staff competency.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA

upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

Appendix E – Trauma Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED TRAUMA RECEIVING CENTER:

1. Approved Trauma Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide Trauma Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in California, Health and Safety Code 1798.165 and Cal. Code Regs. Tit. 22, §§ 100236 – 100266 (licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA).

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Trauma Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy Nos. 5010, 5013, and 5014. LEMSA shall work with Trauma Receiving Center to designate and implement appropriate competency training.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Trauma Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100236 – 100266. Trauma Receiving Center shall provide support to EMS System Trauma Plan as required in California, Health and Safety Code 1798.166.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Trauma Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to trauma designation criteria as specified in LEMSA policy Nos. 5010, 5013, and 5014 and Cal. Code Regs. Tit. 22, §§ 100236 – 100266.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected trauma transported to Receiving Facility designated as a Trauma Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Trauma Receiving Center acknowledges that LEMSA does not guarantee trauma patients will be delivered or diverted to Trauma Receiving Center for care and cannot assure that a minimum number of trauma patients will be delivered to Trauma Receiving Center during term of this MOU.

d. Trauma Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical trauma equipment or personnel not be available. Trauma Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Trauma Receiving Center capabilities may lead to suspension and/or termination of Trauma Receiving Center status.

e. Trauma Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5013 Trauma Designation. Trauma Receiving Center shall monitor compliance with LEMSA standards for Trauma Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Trauma Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Trauma Receiving Center status.

g. Trauma Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Trauma Receiving Center from providing trauma services and immediately update its status in the ReddiNet system if unable to provide trauma services.

h. Trauma Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Trauma Receiving Center standards within the timeframes established by LEMSA.

i. Trauma Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of trauma patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Trauma Committee, as listed in Appendix A.

k. Trauma Receiving Center shall submit trauma data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Trauma Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Trauma Receiving Center standards and may result in suspension and/or revocation of Trauma Receiving Center.

l. Trauma Receiving Center shall, at a minimum, collect and maintain the data specified in LEMSA policy and Cal. Code Regs. Tit. 22, §§ 100236 – 100266, unless additional data points are adopted via LEMSA committees.

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 1010
Effective Date: October 1, 2023
Supersedes: April 1, 2023

ADVISORY COMMITTEES

I. PURPOSE

To define the roles, structure, membership, and procedural standards for advisory committees to the EMS Agency Medical Director.

II. POLICY

A. Advisory committees, composed of EMS system constituents, shall convene to review EMS system issues relevant to their scope of responsibility and recommend actions to the EMS Agency Medical Director concerning matters of policy, procedure, and protocol.

B. The EMS Agency Medical Director, as mandated by state statute, provides medical control and assures medical accountability throughout the planning, implementation and evaluation of the EMS System. The EMS Agency Medical Director retains the final decision through his/her medical authority for the EMS system.

III. OPEN PUBLIC MEETINGS

A. All committee and sub-committee meetings are open to members of the public. Meeting agendas, minutes, and other documents pertaining to these committees, except quality improvement documents, are public records and subject to public review. The EMS Agency shall distribute and post on its website an annual meeting schedule.

B. The quality improvement portions of the EMS Advisory Committee and its sub-committees are closed meetings because of confidential patient information reviewed during case discussions.

IV. PARLIAMENTARY AUTHORITY / QUORUM

A. Proceedings of the advisory committee and subcommittees are conducted under the "Robert's Rules of Order" when they do not conflict with this policy. This policy shall take precedence if any procedures are in conflict with "Robert's Rules of Order."

B. A quorum is required to call the meeting to order and to transact committee business. A committee must maintain a quorum to continue a meeting. Specific quorum requirements are listed in Section VII.

V. COMMITTEE MEMBERSHIP

A. Representative organizations are listed the appendices to this policy. Committee members are nominated by their representative organization and appointed by the EMS Agency Medical Director to a two-year term. Members may be re-appointed to their position with concurrence of the EMS Agency Medical Director and their organization.

B. Members who do not attend three meetings within a year may be replaced in their position by the EMS Agency Medical Director.

VI. COMMITTEE OFFICERS

A. Each committee shall elect a Chair and Vice-Chair. The Chair of each committee shall call and preside over all meetings of that committee. The Chair shall develop the committee agenda in consultation with the EMS Agency Medical Director. The Vice-Chair shall assume the duties of the Chair in their absence.

B. Committee Chairs and Vice-Chairs serve a one-year term from July 1 – June 30. At the last meeting of each committee before July 1st, the members shall elect a Chair and Vice-Chair. Chair and Vice Chair terms are effective at the first meeting of that committee after July 1st. The committee may vote to extend their term once (for a total of two years of consecutive service) if the current officers who wish to continue. Past officers are eligible for service again after three years from the end of their last term.

C. This provision does not apply to the Trauma System Audit Sub-Committee, which has the Trauma Medical Director at San Francisco General Hospital as the standing Chair.

D. The EMS Agency will provide professional and clerical support to the advisory committees created by this policy.

VII. STANDING ADVISORY COMMITTEE AND SUBCOMMITTEES

A. **Emergency Medical Services Committee (EMSAC):** The standing advisory committee that is a multi-disciplinary forum for reviewing and making recommendations related to the following:

- Prehospital clinical policies and treatment protocol issues involving First Responder, Basic Life Support, Advanced Life Support, interfacility transport, and/or critical care transport personnel in the San Francisco EMS system;
- General system management and operational policies including communications, system performance, destination, ambulance diversion, and development of strategies to optimize the EMS System;
- Disaster medical emergency management, including mitigation, preparedness, response and recovery, and

- Approval of prehospital pilot and research projects.

Meetings: Held five times per year in even numbered months or more frequently by request of the Committee Chair, vote of the committee, or the request of the EMS Agency Medical Director or his/her designee.

Location: As set by agenda

EMS Agency Staff: Medical Director, EMS Administrator, EMS Agency Specialists

Quorum: Consists of:

- 33% + one of the representatives from the prehospital EMS organizations listed under Appendix A.
- 33% + one of the hospital organizations listed under Appendix B.

Membership: Consists of the EMS Agency Medical Director (ex-officio) and one primary representative and one alternate representative from:

- Ambulance Provider Companies listed in Appendix A
- San Francisco Receiving Hospitals listed in Appendix B
- San Francisco Emergency Physicians' Association
- City College of San Francisco - Paramedic Training Program
- CityEMT – EMT Training Program
- San Francisco Department of Public Health
- San Francisco General Hospital Base Hospital Medical Director
- San Francisco Fire Department EMS Medical Director
- San Francisco Emergency Communications Department Medical Director
- Paramedic field representatives currently accredited in San Francisco and working for a permitted ambulance company appointed by the EMS Agency Medical Director
- EMT field representatives currently certified in San Francisco and working on a permitted ambulance company appointed by the EMS Agency Medical Director
- Members of the public, not affiliated with a regulated provider organization, and appointed by the EMS Agency Medical Director
- Membership shall be in compliance with Appendix D (1797.273) for Community Paramedicine and Triage to Alternate Destination programs. Should above membership not meet or exceed Appendix D requirements, EMS Agency Medical Director shall appoint additional representation.

B. **Trauma System Audit Subcommittee (TSAC):** A standing subcommittee of the EMS Advisory Committee that advises on trauma system policy. Its goals are the evaluation and administration of the trauma system with oversight responsibility for system vulnerabilities, the development of policy and/or approaches to related issues such as

major trauma and burn-related prehospital care, injury surveillance, trauma transfers, repatriation, and long-term outcomes.

Meetings: Meets two times per year, coincident with dates of the EMS Advisory Committee, or by request of the subcommittee Chair or the EMS Agency Medical Director.

Location: As set by agenda

EMS Agency Staff: EMS Medical Director, EMS Administrator and Trauma Coordinator

Quorum: Consists of:

- 33% **+** one of the hospital organizations listed under TSAC Membership
- 33% **+** one of the prehospital EMS organizations listed under Membership
- One representative from SFGH Trauma Center
- One representative from St. Francis Bothin Burn Center

Membership: Hereby consists of:

- EMS Agency Medical Director (ex-officio)
- Zuckberg San Francisco General Hospital Trauma Medical Director (ex-officio)
- Zuckerberg San Francisco General Hospital Trauma Program Manager (ex-officio)
- St. Francis Bothin Burn Center Medical Director (ex-officio)
- St. Francis Bothin Burn Center Manager (ex-officio)
- One representative from a minimum of five of the San Francisco Receiving Hospitals listed in Appendix B (including San Francisco General Hospital and St. Francis Memorial Hospital)
- One representative from each approved ALS ambulance provider
- One member of the public not affiliated with a regulated stakeholder organization, appointed by the EMS Agency Medical Director

C. **STAR Subcommittee:** A standing subcommittee of the EMS Advisory Committee that advises on STEMI and post-cardiac arrest prehospital care. The subcommittee's goals are the evaluation of STEMI and cardiac arrest policies and protocols for the EMS system with the responsibility for addressing system vulnerabilities. It assists the EMS Medical Director by evaluating topics and data about related issues such as clinical research on prehospital STEMI and cardiac arrest care, clinical outcomes, community education, interfacility transfers, repatriation, and long-term outcomes.

Meetings: Four times per year by request of the subcommittee Chair or the EMS Agency Medical Director.

Location: As set by agenda.

EMS Agency Staff: EMS Medical Director, EMS Administrator and STAR program coordinator.

Quorum: Consists of:

- 33% **+** one of the hospital organizations listed under STAR Committee Membership
- 33% **+** one of the prehospital EMS organizations listed under Membership

Membership: Hereby consists of:

- EMS Agency Medical Director (ex-officio)
- Two representatives from each approved of the STAR designated hospitals; one from hospital administration, and one clinical expert (preferably an interventional cardiologist) who are knowledgeable about the cases reviewed at each institution's STEMI committee
- One representative from a non-STAR designated hospital
- At least one representative from a permitted ALS ambulance provider

Stroke Subcommittee: A standing subcommittee of the EMS Advisory Committee that advises on Stroke prehospital care. The subcommittee's goals are the evaluation of Stroke policies and protocols for the EMS system with the responsibility for addressing system vulnerabilities. It assists the EMS Medical Director by evaluating topics and data about related issues such as clinical research on prehospital Stroke care, clinical outcomes, community education, interfacility transfers, repatriation, and long-term outcomes.

Meetings: Four times per year by request of the subcommittee Chair or the EMS Agency Medical Director.

Location: As set by agenda.

EMS Agency Staff: EMS Medical Director, EMS Administrator and Stroke program coordinator.

Quorum: Consists of:

- 33% **+** one of the hospital organizations listed under Stroke Committee Membership
- 33% **+** one of the prehospital EMS organizations listed under Membership

Membership: Hereby consists of:

- EMS Agency Medical Director (ex-officio)
- Two representatives from each approved of the Stroke designated hospitals; one from hospital administration, and one clinical expert who are knowledgeable about the cases reviewed at each institution's Stroke committee
- At least one representative from a permitted ALS ambulance provider

EMS For Children Subcommittee: A standing subcommittee of the EMS Advisory Committee that advises on pediatric prehospital care. The subcommittee's goals are the evaluation of pediatric policies and protocols for the EMS system with the responsibility for addressing system vulnerabilities. It assists the EMS Medical Director by evaluating topics and data about related issues such as clinical research on prehospital pediatric care, clinical outcomes, community education, interfacility transfers, repatriation, and long-term outcomes.

Meetings: Two times per year by request of the subcommittee Chair or the EMS Agency Medical Director.

Location: As set by agenda.

EMS Agency Staff: EMS Medical Director, EMS Administrator.

Quorum: Consists of:

- Medical Directors from four Pediatric Receiving Centers (including both Critical Medical Peds centers).
- Medical Director and QI staff from one 911 EMS Provider

Membership: Hereby consists of:

- EMS Agency Medical Director (ex-officio)
- Two representatives from each approved of the pediatric designated hospitals; one from hospital administration, and one clinical expert who are knowledgeable about the cases reviewed at each institution's pediatric committee
- At least one representative from a permitted ALS ambulance provider

D. **Quality Improvement (QI) Subcommittee**: A standing subcommittee of the EMS Advisory Committee that advises on system quality improvement issues. The subcommittee's goal is to report and evaluate the EMS system and recommend any necessary changes. It assists the EMS Medical Director by evaluating topics and data about issues such as response capabilities, system structure, clinical performance, clinical outcomes, and professional training.

Meetings: Three times per year by request of the subcommittee Chair or the EMS Agency Medical Director

Location: As set by agenda

EMS Agency Staff: EMS Medical Director, EMS Quality Manager

Quorum: Consists of at least one representative from each of the following:

- Department of Emergency Communication

- Prehospital providers, and
- Emergency department supervisors.

Membership: Consists of:

- EMS Agency Medical Director (ex-officio)
- DEC Medical Director
- DEC Quality Management staff
- One representative from a designated EMS receiving hospital
- One representative from each approved ALS ambulance

VIII. AUTHORITY

California Health and Safety Code, Section 1797 et seq. and 1798 et seq;
California Government Code, Section 54950 et seq.;
California Code of Regulations, Title 22, Division 9;
City and County of San Francisco Administrative Code, Section 67.1 et seq.

APPENDIX A: SAN FRANCISCO AMBULANCE PROVIDERS

1. San Francisco Fire Department
2. American Medical Response
3. King American Ambulance
4. Pro-Transport 1
5. Bayshore Ambulance
6. St. Joseph's Ambulance
7. Falck Northern California
8. NorCal Ambulance

APPENDIX B: SAN FRANCISCO RECEIVING HOSPITALS

1. Zuckerberg San Francisco General Hospital Trauma Center &Base Hospital
2. California Pacific Medical Center – Pacific, Davies, California and St Luke's Campuses
3. Kaiser Permanente Medical Center
4. St. Mary's Medical Center
5. St. Francis Memorial Hospital
6. University of California, San Francisco Medical Center, Parnassus Campus
7. University of California, San Francisco, Mission Bay Campus
8. Veterans Administration Medical Center
9. Chinese Hospital
10. Seton Medical Center (San Mateo)
11. South Kaiser (San Mateo)

APPENDIX C: STAR DESIGNATED RECEIVING HOSPITALS

1. Zuckerberg San Francisco General Hospital
2. California Pacific Medical Center – Pacific Campus

3. Kaiser Permanente Medical Center
4. St. Mary's Medical Center
5. University of California, San Francisco Medical Center, Parnassus Campus

APPENDIX D: COMMUNITY PARAMEDICINE AND TRIAGE TO ALTERNATE DESTINATION (Required under 1797.273)

1. One emergency medicine physician and surgeon who is board certified or board eligible practicing at an emergency department within the jurisdiction of the local EMS agency.
2. One registered nurse practicing within the jurisdiction of the local EMS agency.
3. One licensed paramedic practicing within the jurisdiction of the local EMS agency.
4. One acute care hospital representative with an emergency department that operates within the jurisdiction of the local EMS agency.
5. Additional advisory members in the fields of public health, social work, hospice, substance use disorder detoxification and recovery, or mental health practicing within the jurisdiction of the local EMS agency with expertise in specialties such as Community Paramedicine and Triage to Alternate Destination.

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 3020
Effective Date: October 1, 2021
Supersedes: October 29, 2018

FIELD TO HOSPITAL COMMUNICATIONS

I. PURPOSE

To establish standards for field to hospital notifications and reporting for in-coming ambulance patients from the 911 system and communications with the Base Hospital.

II. POLICY

A. Communications between field personnel, Receiving Hospital personnel, Field Supervisors, and Base Hospital Physicians shall adhere to the standards presented within this policy. Any operational reporting guidelines required by an ambulance provider shall be consistent with the guidelines noted in this policy.

B. Under no circumstances shall the Receiving Hospital physician or nursing personnel provide medical direction to field personnel or refuse to accept an EMS ambulance patient.

C. Interfacility transfers pre-arranged with a physician and hospital are excluded from advance notification except in situations where the patient has unexpectedly deteriorated and requires immediate care in the emergency department.

D. Refer to EMS Agency Policy #8000 EMS MCI Plan for suspension of Receiving Hospital or Base Hospital contact in the event of a multi-casualty incident (MCI).

III. CRITICAL ALERTS

A. Critical Alerts are brief alert notifications for shock trauma, STEMI, stroke, critical pediatric or compromised airway patients intended to alert Emergency Department staff and other in-patient services (trauma, cardiology, neurology, anesthesia, respiratory therapy) about time sensitive conditions where definitive treatment is beyond the Emergency Department. Critical alerts are not subject to interrogation by the receiving facility; acknowledgement of receipt is all that is required. Full patient report is to be done after ED arrival. The format for critical alerts is in Attachment A.

B. Field personnel must make a reasonable effort to do critical alerts prior to the ambulance departing the scene. The transporting paramedic may do the alert or may designate another field responder to do it. It is within the scope of EMTs to make these calls.

C. Provide <u>early</u> critical alerts to Emergency Departments for the following:

1. **Shock Trauma Alert:** To Zuckerberg San Francisco General Hospital (ZSFG) for any patient with a major mechanism of injury from blunt or penetrating trauma as determined by the paramedic AND severe hemorrhagic shock with either SBP < 90 or absent peripheral pulses.

2. **STEMI Alerts:** To STAR Centers for patients meeting STEMI (STAR) Center destination criteria (per Policy 5000 Ambulance Destination). EKG transmission to STAR centers shall precede STEMI Alerts.

3. **Stroke Alerts:** To Stroke Centers for patients meeting Stroke Center destination criteria (per Policy 5000 Ambulance Destination).

4. **Critical Pediatric Alert:** to Pediatric Critical Care Centers for patients meeting the Pediatric Critical Care destination criteria (per Policy 5000 Ambulance Destination)

5. **Compromised Airway Alert:** to a Receiving Hospital when transporting a patient with an acutely compromised airway needing further immediate care.

IV. HOSPITAL NOTIFICATION PATIENT REPORTS

A. Field personnel shall provide hospital notification patient reports for ALL patient transports to an Emergency Department except Zuckerberg San Francisco General Hospital that have not required a Critical Alert per IIIC above. The format for Hospital Notification Patient Reports is in Appendix B.

B. Hospital notification patient reports to Zuckerberg San Francisco General Hospital are limited to the following:
    1. Shock Trauma Alerts
    2. STEMIs/Post Arrest ROSC
    3. Stroke
    4. Other patients trauma meeting trauma triage criteria
    5. Other critical medical or special circumstances (e.g. hazmat, etc.) at paramedic discretion

V. BASE HOSPITAL PHYSICIAN CONTACT

A. Field personnel shall document contacts with Base Hospital Physicians on the prehospital care record (PCR).

B. Prehospital personnel shall contact the Base Hospital Physician for treatment authorization or medical consultation for any of the following circumstances:
    1. Prior to administering any drug or initiating any treatment that requires Base Hospital Physician contact according to the EMS Agency Protocol Manual.

2. Any questions or clarifications regarding the appropriate destination or specialty care receiving facility for a patient.
3. Any patient whose care requires deviation from the EMS Agency Treatment Protocols.
4. Any patient in which an on-scene physician wishes to assume total responsibility for medical care.
5. Any patient refusal that requires Base Hospital contact in accordance with Policy #4040 Procedure and Documentation for Non-Transported Patients.
6. Any patient, who in the paramedic's judgement, would benefit from a Base Hospital physician medical consultation.
7. The format for Base Hospital Physician consultation is in Attachment C: (Full) Report Elements for In-Coming EMS Patients or Base Hospital Contact, per Policy 4040 Procedure and Documentation for Non Transported Patients.

C. The Base Hospital physician shall provide medical consultation for prehospital personnel in accordance with EMS Agency Policy 5011 Base Hospital Standards and all other applicable EMS Agency policies and protocols.

D. After the prehospital personnel have made Base Hospital physician contact, the personnel shall then notify the Receiving Hospital of any patient enroute to that facility. In rare circumstances the prehospital personnel's respective dispatch center shall relay this information if they are unable to do so.

VI. HOSPITAL AND FIELD RADIO GUIDELINES FOR CALLS

1. Use plain English during radio communications.
2. Make reasonable efforts to minimize voice radio traffic.
   - Receiving Hospital personnel and Base Hospital Physicians should avoid requesting information from Field Personnel that is not essential.
   - Receiving Hospital personnel and Base Hospital physicians shall repeat reports only when the transmission is unclear.

VII. FIELD RADIO COMMUNICATION FAILURE

In the event of radio communication failure in the field, the field personnel's respective dispatch center shall relay information from the field personnel to the Receiving Hospital as needed according to the approved reporting guidelines.

VIII. AUTHORITY

California Health and Safety Code 1797.204 and 1797.220.
California Code of Regulations, Title 22, Sections 100173-100175.

ATTACHMENT A: (BRIEF) CRITICAL ALERT GUIDELINES

CRITICAL ALERT

Critical Alert Elements:

1. Confirm hospital
2. Ambulance provider and unit number.
3. Reason for the critical alert (definition listed below):
   A. Shock trauma
   B. STEMI
   C. Stroke
   D. Critical Pediatric
   E. Compromised airway
4. Patient age and gender
5. Alert Criteria (definition listed below):
   A. **Shock trauma**: MOI plus signs of hemorrhagic shock, e.g. SBP<90 or absent peripheral pulses
   B. **STEMI criteria**: EKG with evidence of acute STEMI
   C. **Stroke**: Cincinnati stroke scale result and time last seen normal
   D. **Critical Pediatric**: post cardiac arrest, status epilepticus, hypotension with shock, or acute deteriorating level of consciousness without trauma
   E. Compromised airway: critical need for further treatment to secure airway
6. Estimated time of arrival (ETA)
7. Confirm message reception

Shock Trauma Alert: To ZSFG for patients with a major mechanism of injury from blunt or penetrating trauma as determined by the paramedic AND severe hemorrhagic shock with either SBP < 90 or absent peripheral pulses.

STEMI Alert: To STAR Centers for patients meeting STAR Center destination criteria. Must include EKG transmissions prior to STEMI alert notification.

Stroke Alert: To Stroke Centers for patients meeting Stroke destination criteria.

Critical Pediatric: To Pediatric Critical Care Centers for patients meeting PCCC destination criteria.

Compromised Airway: To a Receiving Hospital for patients with a critical airway need per ambulance destination policy

NOTE: *Full reports at given at the bedside after arrival.*

ATTACHMENT B: HOSPITAL REPORT GUIDELINES FOR OTHER EMS PATIENTS *(Not Shock Trauma/STEMI/Stroke/Critical Pediatric or Compromised Airway)*

All Reports:

1. **Start** with name of hospital you are trying to contact.
2. Name of ambulance company and unit number.
3. Patient age and gender.
4. Go to MIVT formats below for trauma or medical calls:

   Trauma MIVT Format:

   - **M**echanism of injury (MOI)
   - **I**njuries sustained (Sign and symptoms; pertinent positive/negative physical findings/special consideration e.g. hazmat, violent, etc.)
   - **V**ital signs
   - **T**reatment rendered including response to treatment. (Estimated) **T**ime of Arrival

   Medical MIVT Format:

   - **M**edical Condition (Patient chief complaint)
   - **I**llness (Sign and symptoms; pertinent positive/negative physical findings/special consideration e.g. hazmat, violent, etc.)
   - **V**ital signs
   - **T**reatment rendered including response to treatment. (Estimated) **T**ime of Arrival
5. ETA
6. Confirm receipt

ATTACHMENT C: REPORT GUIDELINES FOR BASE HOSPITAL PHYSICIAN CONSULATION

All Base Calls:

1. Ambulance Company name and unit ID number
2. Prehospital provider ID
3. Incident number
4. Purpose of the consultation
5. Patient age and gender
6. Location found
7. Patient chief complaint
8. Vital signs
9. Blood glucose and ECG findings if relevant
10. Patient assessment, pertinent physical exam
11. Pertinent past medical history
12. Capacity assessment findings
13. Patient's plan for care if any
14. Prehospital provider's opinion for disposition

Effective: October 1, 2023

SAN FRANCISCO HOSPITAL DESIGNATIONS

	Critical Airway	Medical Adult	Critical Medical Adult	Medical Peds (include psych)	Critical Medical Peds	Psych Adult	Stroke	STAR	Trauma	OB	Replan-tation	Burns	LVAD	Post Sexual Assault	Sobering (Alt. Dest.)
ZSFG	X	X	X	X		X [1]	X	X	X	X	X	X [3]		X	
CPMC Van Ness	X	X	X	X	X	X	X	X		X			X		
Davies	X	X	X	X		X	X				X [2]				
St Francis	X	X	X	X		X	X					X [3]			
Kaiser	X	X	X	X		X	X	X		X					
St Mary	X	X	X	X		X	X	X							
CPMC Bernal	X	X	X	X		X									
UCSF	X	X	X	X		X	X	X			X [2]		X		
Chinese	X	X	X	X		X	X								
Seton	X	X	X	X (No Psych)											
South Kaiser	X	X	X	X (No Psych)			X								
VA Medical (Alt. Dest.)		X [4]													
UCSF Mission Bay	X			X	X					X					
Sobering Center															X [4]

Footnotes:

1. Psych pts. WITHOUT active medical complaints may go to PES at ZSFG if open and are appropriate (see criteria in Policy 5000 Section VI.K.1 - 5.)
2. Replantation patients WITH major trauma must be taken to ZSFG Trauma Center.
3. Burns (adult + pediatric) WITHOUT major trauma must go to St Francis Memorial Hospital.
4. Transport to a Triage to Alt. Destination site requires Paramedic Triage to Alternate Destiantion Accreditation credential.

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 5000
Effective Date: October 1, 2023
Supersedes: July 11, 2022

DESTINATION POLICY

I. PURPOSE

A. To identify the approved ambulance-transport destinations for the San Francisco EMS System.

B. To delineate clinical criteria when patients should be transported to a general or specialty care hospitals or other alternate destinations.

II. DEFINITION

Decision Maker: Generic term used in this policy to refer to whoever is making the transport destination decision for the EMS patient. This may include the patient, family, or medical personnel managing the patient's care. For patients with psychiatric illness, this may also include the custodian placing the 5150 involuntary hold.

III. POLICY

A. The Emergency Medical Services (EMS) Agency designates hospitals approved to receive ambulances according to Policy 5010 – Receiving Hospital. The EMS Agency Medical Director may approve Specialty Care Facilities or alternate destinations that support the mission of the EMS System to receive ambulance patients as either temporary or permanent additions to the EMS System.

B. Ambulances may only transport patients to the approved destinations listed in this policy. Prearranged inter-facility transports, as defined in Policy 5030 – Interfacility Transfers are exempt from this policy.

C. When a patient is in need of specialty treatment (e.g., OB/GYN, STEMI, etc.), the ambulance crew may bring the patient directly to that hospital's specialty care department if directed to do so by hospital staff.

IV. DESTINATION DECISION

A. Hospital destination decisions for EMS patients shall be prioritized based on the following:
   1. Patient medical need;
   2. Hospital diversion status and/or EMS Alert status (see section V);
   3. Patient preference;
   4. Family or private physician preference (if patient unable to provide information);

5. Patients without a preference who require no specialty care shall be transported to the closest open general medical designated hospital.

B. Patients who are in law enforcement custody such as being under arrest, detained, and incarcerated:
    1. All patients who are incarcerated (e.g., inmate from county jail or to/from court hearing) or in law enforcement custody who are transported from county jail booking/holding/parking areas must be taken to Zuckerberg San Francisco General Hospital (unless specialty is not available at ZSFG, e.g., burns).
    2. Patients who are in Law Enforcement Custody who do not meet the conditions as described in previous subsection shall follow standard destination criteria, which allows for transport to any Receiving Hospital and is subject to Diversion and EMS Alert. Patients meeting Specialty Care criteria must be transported to the most appropriate specialty care facility.

C. Patients with medical needs meeting any of the Clinical Field Triage Criteria listed in Section IV below will be transported to the most appropriate specialty care facility. Specialty care designations includes:
    1. Pediatric Medical
    2. Pediatric Critical Medical
    3. STAR (STEMI and/or Post Arrest with ROSC)
    4. Replantation (Microvascular Surgery)
    5. Burns
    6. Obstetrics
    7. Stroke
    8. Trauma
    9. LVAD
    10. Post-Sexual Assault
    11. Sobering

D. Destinations other than those listed in this policy require approval from the Base Hospital Physician prior to transport except in instances as noted in Policy 4030 - Intercounty and Bridge Response.

E. In the event of a Multi-Casualty Incident (MCI), destinations will be determined in accordance with Policy 8000 – Multi-Casualty Incident.

V. EMS ALERT

A. **EMS Alert:** Automatic ambulance routing function to supplement Hospital Diversion. EMS Alert looks at a ratio of current EMS volume and ED size to provide a fluid, point-in-time reflection of each hospital's EMS impact.
    1. EMS Alert ratio is calculated as follows:

a) 60-Minute EMS Volume (Numerator): The sum of the units en route + units at-hospital + units cleared in the past 60 minutes.
b) ED Surge Cap (Denominator): Determined by the "30% or 5 Rule" which is 30% of a hospital's licensed ED bed count or 5, whichever is lowest.
c) Receiving Facilities that have changes to their licensed ED bed count shall notify the EMS Agency within 30 days.

B. EMS Alert status shall be followed by EMS Personnel, consistent with Diversion Policy 5020. EMSA shall add a dashboard to the monthly Hospital Report for EMS Provider compliance with EMS Alert.

C. Ambulances are not permitted to transport to a Receiving Facility while on EMS Alert except:
1. Patients who meet any criteria which would allow bypass of diversion (e.g. Trauma, stroke, STEMI, etc.)
2. Extenuating circumstances where a patient has specific clinical needs that require care at a certain facility (e.g., recent transport or <48-hour surgical patient requesting transport to the hospital that performed the procedure). These situations required approval from the Dispatch Rescue Captain or King American/AMR On-duty Supervisor prior to transport. EMS Alert bypass requires documentation of the extenuating circumstances within the Patient Care Record (PCR) and the name of the supervisor who approved the bypass.
a) Examples include, but not limited to:
- Recent organ transplant patient going to the hospital that performed the procedure
- Patient <48-hours post-surgery requesting transport to the hospital that performed the procedure
- Patient recently discharged (<2-hours) from an ED returning to the hospital where they were initially seen
- Patient with an EMS6 care plan in which EMS6 feels another hospital is not appropriate
- Patient with cancer receiving specialized care such as chemotherapy

D. EMS Alert Suspension: diversion suspension has no effect on EMS Alert. EMS Alert is suspended when the sum of hospitals on Diversion, Trauma Override, or EMS Alert is equal to or greater than 5. When EMS Alert is suspended, hospitals might receive 1 additional ambulance transport above their designated ratio each time EMS Alert is suspended.

E. In order to obtain EMS Alert and Hospital Diversion status, review of ReddiNet via mobile data terminal shall be the primary tool by EMS personnel. Calling DEC shall be a

secondary option, such as in cases of equipment failure, to minimize radio traffic and routing errors.

VI. CLINICAL FIELD TRIAGE CRITERIA

A. **Critical Airway:** Patients in whom EMS personnel cannot obtain adequate airway control should be transported to the closest Receiving Hospital regardless of diversion status. For patients under age 18, the preference is for a critical pediatric medical hospital (CPMC Van Ness or UCSF Mission Bay) if ETA is equal to or less than any other receiving facility.

B. **Adult Critical Medical:** Patients with one (1) or more of the following conditions should be transported to the closest Receiving Hospital:
   1. Airway obstruction or respiratory insufficiency with inadequate ventilation;
   2. Hypotension with shock;
   3. Status epilepticus;
   4. Acute deteriorating level of consciousness without trauma.

C. **Adult Medical:** Patients who do not meet any of the following: critical airway, critical medical adult or specialty criteria, may be transported to any Receiving Hospital or Standby Receiving Hospital.

D. **Pediatric Critical Medical:**
   1. Pediatric definition of <18 years old applies only to this policy for selection of a hospital destination. It does NOT apply to any patient treatment policies or protocols.
   2. Patients under age 18 with 1 or more of the following conditions should be transported to the closest Pediatric Critical Medical receiving hospital):
      a) Cardiopulmonary arrest or post-arrest;
      b) Hypotension with shock;
      c) Status epilepticus;
      d) Acute deteriorating level of consciousness without trauma

E. **Pediatric Medical:** Pediatric definition of <18 years old applies only to this policy for selection of a hospital destination. It does NOT apply to any patient treatment policies or protocols. Patients under age 18 years not meeting the criteria for Critical Medical Pediatric may be transported to any Receiving Hospital listed as “pediatric medical.”

F. **ST Elevation Myocardial Infarction / Post Arrest with ROSC (STAR):** Patients are considered to be STEMI patient if they meet the STEMI criteria as defined in Protocol 2.06 – Chest Pain/Acute Coronary Syndrome. Patients experiencing a STEMI shall be transported to a designated STAR Center according to the following hierarchy:

1. Cardiopulmonary arrest - Patients who are age 18 or over and are in cardiac arrest or those who are post-arrest with return of spontaneous circulation in the field;
2. Patients who are unstable and would experience a significant delay in their care by transport to a preferred STAR Center shall be transported to the closest, designated STAR Center;
3. Patient preference for transport to a specific Receiving Hospital that is designated as a STAR Center;
4. Family or private physician preference (if patient unable to provide information) for transport to a specific Receiving Hospital that is designated as a STAR Center;
5. Patients without a preference shall be transported to the closest Receiving Hospital that is designated as a STAR Center.

G. **Stroke:** Patients who are age 18 or over and are experiencing the symptoms of acute stroke (last seen normal 24 hours or less prior to 911 call) and exhibiting an "abnormal" result on the Cincinnati Prehospital Stroke Scale (see Protocol 2.14 – Stroke) shall be transported to a designated Stroke Center according to the following hierarchy:
    1. Patients who are unstable and would experience a significant delay in their care by transport to a preferred Stroke Center shall be transported to the closest designated Stroke Center;
    2. Patient preference for transport to a specific Receiving Hospital that is designated as a Stroke Center;
    3. Family or private physician preference (if patient unable to provide information) for transport to a specific Receiving Hospital that is designated as a Stroke Center;
    4. Patients without a preference shall be transported to the closest Receiving Hospital that is designated as a Stroke Center.

H. **Replantation:** If the patient has any of the following amputations or devascularization injuries, they may be taken to the Replantation (Microsurgical)Facility of their choice or to the closest Replantation Center if the patient has no preference:
    1. Isolated amputation or partial amputation distal to the ankle or wrist;
    2. Extensive facial, lip, or ear avulsion;
    3. Penile amputation;
    4. If the patient meets trauma triage criteria, transport to a Trauma Center;
    5. Simple avulsion lacerations of the distal phalanx will be transported to any open Receiving Hospital or the closest open Receiving Hospital if the patient has no preference.

I. **Burns:** Patients with the following criteria shall be transported to the Saint Francis Hospital Burn Center:
    1. Partial thickness burns **>** 10% of the total body surface area (TBSA);

2. Burns involving the face, eyes, ears, hands, feet, genitalia, perineum or major joints;
3. Full thickness or 3rd degree burns in any age group;
4. Serious electrical burns;
5. Serious chemical burns;
6. Inhalation injuries (including burns sustained in a closed space for purposes of facial burns);
7. Pediatric burn patients who do not meet trauma triage criteria shall be transported to Saint Francis Memorial Hospital;
8. Transport to Zuckerberg San Francisco General Hospital Trauma Center if the burned patient meets trauma triage criteria.

J. **Obstetrics:** Pregnant patients who are over 20 weeks gestation (by patient history) with any condition that does not fall under other specialty center should be transported to the Obstetrics Specialty Care Facility of their choice or the closest open Obstetrics Specialty Care Facility if the patient has no preference.

K. **Psychiatric** (see 5000.2 Flowchart):
The psychiatric criteria listed below apply to patients with signs and symptoms of a psychiatric illness, with or without a 5150 involuntary hold:

1. For patients with signs and symptoms of a psychiatric illness who are under law enforcement custody, refer to Section IV, B.:

2. For patients with signs and symptoms of a psychiatric illness, the destination is based on the following:
    a) Patient age;
    b) Patient medical need;
    c) Hospital diversion status;
    d) For involuntary patients, the patient decision maker placing the hold will identify hospital destination.
    e) Patient preference;
    f) Family/guardian or private physician preference;
    g) If no preference, hospital location (“geographically closest”).

3. Patients with signs and symptoms of a psychiatric illness less than 18 years old must go to medically appropriate pediatric designated Receiving Hospital.

4. Patients with signs and symptoms of a psychiatric illness AND WITH suspected or active medical complaints must go to medically appropriate Receiving Hospital. This includes:
    a) Patients who are severely agitated or combative and whose combativeness prevents an assessment (vital signs or examination) and / or requires field sedation with midazolam.

b) Patients with any medication overdose or who show signs of potential toxicity from drugs or alcohol.

5. Patients with signs and symptoms of a psychiatric illness **may** go to directly Psychiatric Emergency Services (PES) at Zuckerberg San Francisco General (ZSFG) if it is open (not on divert) and are medically appropriate by meeting **ALL** of the following criteria:
    a) Age 18 – 65 years.
    b) Glasgow Coma Score of 13 or greater;
    c) Pulse rate between 55 - 120;
    d) Systolic blood pressure between 90 - 190;
    e) Diastolic blood pressure between 60 - 110;
    f) Respiratory rate between 12 - 24;
    g) Temperature between 96.5 and 100.5°F (or 35 to 38°C);
    h) Oxygen saturation greater than 94%;
    i) Blood glucose level between 60 – 250;
    j) No active bleeding;
    k) No bruising or hematoma above clavicles;
    l) No active seizure; and
    m) No lacerations that have not been treated.

L. **Trauma:** Emergent patients meeting the criteria described in Policy 5001 – Trauma Triage Criteria will be transported to a Trauma Center

M. **LVAD**: Any patient with a left ventricular assist device (LVAD) should be transported to the LVAD Center that implanted the device (UCSF or CPMC Van Ness). Crews are authorized to BYPASS the closest San Francisco LVAD Center to get the patient to the LVAD Center that implanted their device no matter the patient's condition. If the LVAD Center that implanted the device is not in San Francisco, the patient should be transported to the closest San Francisco based LVAD Center.

N. **Post-Sexual Assault:** Any patient who self-identifies as a victim of sexual assault or abuse within the 72 hours prior to their activation of 911 services AND does not have an overriding medical complaint or meet any special care criteria listed in this policy should go to Zuckerberg San Francisco General Hospital. This also applies to pediatric patients who are identified as being victims of sexual assault or abuse.

O. **Alternate Destination (Sobering Services):** Intoxicated patients with no acute medical condition(s) or co-existing medical complaints may go to an approved sobering service, if the patient meets the following criteria:
    1. Be at least 18 years or older;

2. Voluntarily consents or has presumed consent (when not oriented enough to give verbal consent) to go to an approved sobering service;
3. If going to the San Francisco Sobering Center, must not be on their "Exclusion List."
4. Be medically appropriate by meeting **ALL of the following criteria:**
   a) Indication of alcohol intoxication (odor of alcoholic beverages on breath, bottle found on person);
   b) Glasgow Coma Score of 13 or greater;
   c) Pulse rate between 55 - 120;
   d) Systolic blood pressure between 90 - 190;
   e) Diastolic blood pressure between 60 - 110;
   f) Respiratory rate between 12 - 24;
   g) Temperature between 96.5 and 100.5°F (35 and 38°C);
   h) Oxygen saturation greater than 94%;
   i) Blood glucose level between 60 – 250;
   j) No active bleeding;
   k) No bruising or hematoma above clavicles;
   l) No active seizure; and
   m) No lacerations that have not been treated.

If ALS transport by a Paramedic to Sobering Services, Paramedic shall hold Triage to Alternate Destination Accreditation under Policy 2050.

P. **Alternate Destination (Veteran's Hospital [VA] Standby Facility): Any p**atient who identifies as a VA member, requests transport to the San Francisco VA Medical Center, and do not meet the following:
   1. Critical airway
   2. Critical medical adult or specialty criteria

   If ALS transport by a Paramedic to San Francisco VA Medical Center, Paramedic shall hold Triage to Alternate Destination Accreditation under Policy 2050.

Q. **Additional Alternative Destination Information**
   a. If a patient meets above criteria, but requests transport to an emergency department, the patient shall be transported to a Receiving Facility.
   b. If a patient is transported to an Alternate Destination and is found to no longer meet criteria, patient shall be immediately transported to a Receiving Facility.
   c. Alternate Destinations shall send with each patient copies of all medical records related to the patient's transfer.
   d. Transportation to an Alternate Destination shall not be based on or affected by a patient's ethnicity, citizenship, age, preexisting medical condition, insurance status, economic status, ability to pay for medical services or any other characteristic as defined as California Civil Code, Division 1, Section 51 except to the extent a circumstance such as age, sex, preexisting medical condition, or physical or mental disability is medically significant to the provision of appropriate medical care to the patient.

VII. AUTHORITY

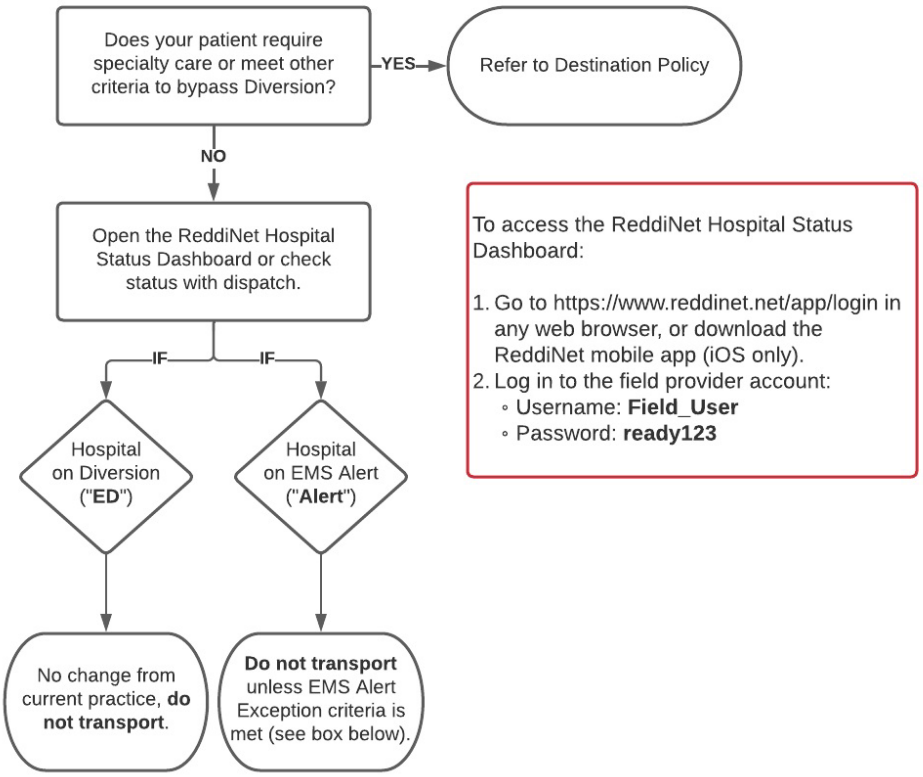
California Health and Safety Code, Division 2.5, Sections 1798, 1798.163, and 1801-1857
California Code of Regulations, Title 22, Division 9, Chapter 5

Appendix A

"EMS Alert" Guide Sheet

EMS Alert is a parallel system to Diversion. It provides a fluid, point-in-time reflection of each hospital's EMS impact based on current EMS activity in relation to a hospital's capacity. Background information, technical details, and FAQ can all be found in the EMS Alert section of the Policy & Protocol App, as well as on the EMS Agency webpage.

Instructions for using EMS Alert are below and are based on current guidance from the EMS Agency Medical Director. The EMS Memo with this information can also be found on the Policy & Protocol App and webpage.



EMS Alert Exception

Paramedics shall contact the Radio RC (SFFD ambulance) or King/AMR Supervisor (Private ambulance) if the patient meets the specialty cases outlined below. These personnel can only approve a patient going to an ED on EMS Alert in these specific cases.

- Recent organ transplant patient going to the hospital that performed the procedure
- Patient <48-hours post-surgery requesting transport to the hospital that performed the procedure
- Patient recently discharged (<2-hours) from an ED returning to the hospital where they were initially seen
- Patient with an EMS6 care plan, in which EMS6 feels another hospital is not appropriate
- Patients with cancer receiving specialized care such as chemotherapy

In the event that a provider cannot contact a supervisor after 2 attempts, EMS Alert bypass may be initiated. For other clinical scenarios not listed above, in which a Paramedic feels a patient should bypass, Base Hospital contact is required. This should be treated the same as Base Hospital destination consultation while a hospital is on Diversion. Bypass of EMS Alert requires documentation of extenuating circumstances and supervisor/physician name.

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 5010
Effective Date: July 11, 2022
Supersedes: January 3, 2022

RECEIVING HOSPITAL STANDARDS

I. PURPOSE

A. Establish minimum standards for all San Francisco EMS approved receiving hospitals.
B. Integrate receiving hospitals into the EMS system as stakeholders in the planning, design, and delivery of Emergency Medical Services.
C. Provide a mechanism for receiving hospitals to communicate with the EMS Agency and other system participants.

II. AUTHORITY

A. Code of Federal Regulations, Title 45, Section 164.512 (b) (l) (i)
B. California Health and Safety Code, Division 2.5, Sections 1797.67, 1797.204, 1797.222, 1797.250, 1797.252, 1798, 1798.150, and 1799.205.
C. California Code of Regulations, Title 22, Sections 100172, 100175, 70411-70419, and 70451 – 70459.
D. Joint Commission on Accreditation of Health Care Organizations, Emergency Department Standards

III. POLICY

A. General Requirements
    1. All receiving hospitals must have a written agreement with the San Francisco EMS Agency to be recognized as an approved destination for ambulances transporting prehospital patients.
    2. All receiving hospitals shall meet all Federal, State, and local requirements to be recognized as a Comprehensive Emergency Department, Basic Emergency Department, or Standby Emergency Department.
    3. Receiving Hospitals shall be accredited by the Joint Commission on Accreditation of Health Care Organizations.
    4. Medical Control of Advanced Life Support personnel shall be the sole responsibility of the Base Hospital.
    5. Receiving hospitals shall comply with all EMS Agency Policies and develop internal policies compelling hospital personnel to comply with EMS Agency policies when their work relates to the EMS system.
    6. Receiving Hospitals that are not designated Specialty Receiving Centers, e.g. STAR Receiving Centers, Stroke Centers, Trauma Centers or Pediatric Critical Care Centers, shall have in place rapid transfer

protocols, policies or procedures so that patients who need theses specialty receiving centers can access them rapidly.

7. Receiving Hospitals shall pay all required and associated fees within 30 days of being invoiced by the EMS Agency.

B. Personnel
    1. Medical Director
        a) The ED Medical Director shall be a physician certified or qualified by training and experience for examination by the American Board of Emergency Medicine.
    2. ED Physicians with direct patient care responsibilities
        a) Must be Board Eligible, Board Prepared, or Board Certified in Emergency Medicine, Internal Medicine, Surgery, or Family Practice and maintain current recognition in the following curricula:
            (1) Advanced Cardiac Life Support (or equivalent)
            (2) Pediatric Advanced Life Support (or equivalent)
            (3) Current certification in Emergency Medicine may be held in lieu of III, B, 2, a, 1 – 2.
    3. Direct Supervision of Nursing and Medical Support Personnel
        a) A Registered Nurse qualified by training and experience in emergency room nursing care shall be responsible for nursing care within the ED at all times.
    4. Nursing
        a) All regularly scheduled nurses in the ED shall maintain recognition in the following curricula:
            (1) Basic Life Support, Health Care Provider
            (2) Advanced Cardiac Life Support (or equivalent)
            (3) Pediatric Advanced Life Support (or equivalent)
        b) Nurses newly hired or assigned to the ED shall have current recognition in the above curricula within 6 months of hire or assignment.
    5. At least one person trained to operate all EMS communications equipment shall be on duty at all times.
    6. Each facility shall designate a person or person(s) to represent the hospital at EMS System Advisory Committee meetings, Trauma System Audit Committee meetings, act as a liaison to the EMS System, and disseminate information regarding EMS within the facility.

C. EMS Specific Training
    1. All regularly scheduled full time employees, to include physicians, nurses, and support staff with patient care or ambulance interface duties, shall complete training in the following areas:
        a) EMS Agency Policies
        b) EMS Agency Exception Reporting
        c) Diversion, EMS Agency and internal hospital policy

d) Operation of all communication and diversion monitoring equipment
e) San Francisco Department of Public Health Emergency Operations Plan
f) Internal disaster plans

2. All receiving hospitals will work cooperatively with the EMS Agency and the Base Hospital to provide Continuing Education for prehospital and ED personnel.

IV. SPECIFIC SERVICES AND EQUIPMENT REQUIREMENTS

A. Data Collection and Sharing
   1. Record keeping
      a) The Emergency Department shall maintain a medical record for each patient in accordance with Joint Commission standards.
         (1) The record will include the Prehospital Care Report, if applicable;
         (2) The records shall be immediately available to ED staff.
      b) The Emergency Department shall maintain a register that includes all data elements defined by Joint Commission, Title 22, and will also include the name and unit number of the transporting ambulance, when applicable.
   2. Hospitals will collect and report such information as determined necessary by the EMS Medical Director for the purposes of public health surveillance and injury prevention activities.
   3. Hospitals shall comply with the data reporting components of the EMS Agency Quality Improvement plan.

B. Referrals and Resources
   1. In addition to the required referrals listed in State law, receiving hospitals shall maintain names, addresses, and telephone numbers for the following:
      a) Sexual assault victim referral
      b) Elder, dependent adult, or child abuse
      c) Battered intimate partner or spouse referral
      d) Detoxification unit
      e) Drug and Alcohol abuse counseling and support services
      f) Psychiatric services
      g) Hyperbaric chamber
      h) Physician referral
      i) Outpatient medical services
      j) Resources for the homeless
      k) Other city and county designated specialty care centers
      l) Regional poison control center

2. All receiving hospitals shall maintain access to the current EMS Agency Policy Manual in the Emergency Department.
3. Contact information for the following shall be available in the ED:
    a) EMS Agency Duty Officer
    b) Department of Emergency Management Division of Emergency Communications (DEC) supervisor
    c) Ambulance providers supervisor and/or communications center
    d) Department of Public Health Emergency Preparedness and Response (PHEPR)
4. All hospitals shall have transfer agreements with EMSA designated specialty receiving centers (if such services are not available internally) including, but not limited to the following facilities:
    a) Trauma Center
    b) Pediatric Critical Care Center
    c) Burn Center
    d) Stroke Center
    e) STAR Center

C. Pediatric Services
1. All receiving hospitals shall have the capability to resuscitate and provide immediate, short-term post resuscitation care for pediatric patients (< 14 years of age) in the Emergency Department.
2. Appropriately sized and specialized equipment and pharmacological agents necessary to resuscitate and care for pediatric patients in accordance with current recommendations by the National Emergency Medical Services for Children Resource Alliance shall be immediately available in the Emergency Department.

V. STANDARDS COMPLIANCE

A. Each receiving hospital will complete a self-assessment at least once every 3 years to ensure compliance with EMS Agency requirements.
1. The self assessment may be performed concurrent with Joint Commission review.
2. Results of the self-assessment must be sent to the EMS Agency.

B. Receiving hospitals shall permit announced and unannounced visits by EMS Agency staff for the purposes of monitoring compliance.

C. Suspension/Revocation
1. The EMS Medical Director may suspend or revoke approval of any given receiving hospital for cause.
2. The EMS Agency shall notify the hospital administration in writing of its intent to deny, revoke, or suspend approval and give the hospital sixty (60) days to submit a corrective action plan.
3. The EMS Agency shall respond to the corrective action plan within thirty (30) days.

a) If the EMS Agency requests any modifications to the Corrective Action Plan, the hospital shall have thirty (30) days to respond to those requests.

4. The EMS Agency will monitor the hospital's compliance with the Corrective Action Plan and take action as indicated.
5. If, in the opinion of the EMS Medical Director, non-compliance or failures on the part of a hospital constitute an immediate and substantial hazard to the health, safety, or welfare of the public, the EMS Agency may immediately suspend approval of that hospital.
    a) The hospital may appeal such a decision to the Director of Public Health.
    b) The EMS Agency may continue a suspension pursuant to this section until the noted deficiencies are corrected.

VI. PATIENT OFFLOAD DELAY MITIGATION

1. For Receiving Facilities meeting Quality Assurance criteria of Policy 4000.1, Section IX, the Receiving Facility shall select a corrective option listed below and submit selection in writing to the EMS Agency within 30 days of issuance of the Hospital Report.
2. Option 1 – Traditional Pathway: Receiving Facility acknowledges that changes can be made by the Receiving Facility AND will eventually meet the APOT-1 standard, with 5% improvement month on month.
3. Receiving Facility shall submit a corrective action plan to reduce APOT-1 delays within 30 days of corrective option selection.
    a. The EMS Agency shall review the corrective action plan within 10 business days.
    b. The plan shall include, but not limited to, the following topics:
        i. Current data and patient trends
        ii. Patient surge measures implemented such as HICS (Hospital Incident Command System), alternative treatment spaces, emergency staffing
        iii. Identification of communication pathways and plans
        iv. Objectives, measurements, and metrics for improvement
    c. Upon approval of the plan by the EMS Agency, the Receiving Facility shall have a minimum of 30 days to reduce APOT-1 times below 90th percentile of 30 minutes.
    d. **This section (VI, 3(d) i-iii) is RESERVED until January 1, 2023.** Upon subsequent release of the monthly Hospital Report, allowing a minimum of 30 days for corrective actions for mid-month submission, hospitals with continued APOT-1 times greater than 30 minutes shall be subject to the following adverse actions. A Receiving Facility may choose **one** of the following, in consultation with EMSA:

i. Mandatory implementation of an EMS offload plan that allows EMS providers to directly place a stable, noncritical patient into a waiting room to ensure a 30-minute offload time based on criteria for an APOT Alert in Policy 4000.1.
    1. The temporary implementation will last for 30 calendar days.
ii. Temporary suspension of the hospital's prehospital specialty care designation pursuant to Policy 5000 if the specialty care destination has three (3) or more receiving centers in San Francisco (ie STAR, stroke).
    1. The temporary suspension will last for 14 calendar days
iii. The Receiving Facility may choose to cancel a percentage of nonemergent, patient choice, elective surgeries as an adverse action in lieu of two adverse action options above. If the Receiving Facility chose this adverse action, the Receiving Facility would notify EMSA. EMSA would consider this decision a substantial step in lieu of some of the other adverse actions.

e. Any actions taken against a Receiving Facility shall be posted to the EMS Agency website, including notice of any Receiving Facilities on a Corrective Action Plan.
f. If a Receiving Facility does not make progress after implementation of one of the above adverse actions, the Receiving Facility may be subject to additional adverse actions.

4. Option 2 – Root Cause Analysis and Adjudication: Receiving Facility acknowledges that all changes that can be implemented have been implemented, resources have been exhausted, and external factors do not allow the Receiving Facility to meet the APOT-1 standard.
5. Receiving Facility submit a corrective action plan to reduce APOT-1 delays within 30 days of corrective option selection.
    a. The EMS Agency shall review the corrective action plan within 10 business days.
    b. The plan shall include, but not limited to, the following topics:
        i. Prominent dashboards on homepage of public facing Receiving Facility websites
        ii. Data submission and analysis as determined by the EMS Agency
        iii. Quarterly reports to the San Francisco Health Commission and Board of Supervisors (San Francisco Controllers Office, if applicable or determined by EMS Agency)

c. Upon approval of the plan by the EMS Agency, the Receiving Facility shall comply with the plan or may be subject to adverse actions as listed in Section VI, 3(d)(i-iii).

VII. DIVERSION MITIGATION

1. For Receiving Facilities meeting Quality Assurance criteria of Policy 5020, Section X,C, the Receiving Facility shall select a corrective option listed below and submit selection in writing to the EMS Agency within 30 days of issuance of the Hospital Report.
2. Option 1 – Traditional Pathway: Receiving Facility acknowledges that changes can be made by the Receiving Facility AND will eventually meet the diversion standard, with 5% improvement month on month.
3. Receiving Facility shall submit a corrective action plan to reduce ambulance diversion within 30 days of corrective option selection.
    a. The EMS Agency shall review the corrective action plan within 10 business days.
    b. The plan shall include, but not limited to, the following topics:
        i. Current data and patient trends
        ii. Patient surge measures implemented such as HICS, alternative treatment spaces, emergency staffing
        iii. Identification of communication pathways and plans
        iv. Objectives, measurements, and metrics for improvement
    c. Upon approval of the plan by the EMS Agency, the Receiving Facility shall have a minimum of 30 days to reduce ambulance diversion monthly percentage times below 30%.
    d. Upon subsequent release of the monthly Hospital Report, allowing a minimum of 30 days for corrective actions for mid-month submission, hospitals with continued >30% ambulance diversion shall be subject to the following adverse actions. A Receiving Facility may choose **one** of the following, in consultation with EMSA:
        i. Temporary allocation of a maximum of eight (8) hours of ambulance diversion in a 24-hour period (midnight to midnight), including the use of Trauma Override, if applicable.
            1. The temporary implementation will last for 30 calendar days.
        ii. Temporary suspension of the hospital's prehospital specialty care designation pursuant to Policy 5000 if the specialty care destination has three (3) or more receiving centers in San Francisco (ie STAR, stroke).
            1. The temporary suspension will last for 14 calendar days.

iii. The Receiving Facility may choose to cancel a percentage of nonemergent, patient choice, elective surgeries as an adverse action in lieu of two adverse action options above. If the Receiving Facility chose this adverse action, the Receiving Facility would notify EMSA. EMSA would consider this decision a substantial step in lieu of some of the other adverse actions.

e. Any actions taken against a Receiving Facility shall be posted to the EMS Agency website, including notice of any Receiving Facilities on a Corrective Action Plan.

f. If a Receiving Facility does not make progress after implementation of one of the above adverse actions, the Receiving Facility may be subject to additional adverse actions.

4. Option 2 – Root Cause Analysis and Adjudication: Receiving Facility acknowledges that all changes that can be implemented have been implemented, resources have been exhausted, and external factors do not allow the Receiving Facility to meet the diversion standard.
5. Receiving Facility submit a corrective action plan to reduce diversion within 30 days of corrective option selection.
    a. The EMS Agency shall review the corrective action plan within 10 business days.
    b. The plan shall include, but not limited to, the following topics:
        i. Prominent dashboards on homepage of public facing Receiving Facility websites
        ii. Data submission and analysis as determined by the EMS Agency
        iii. Quarterly reports to the San Francisco Health Commission and Board of Supervisors (San Francisco Controllers Office, if applicable or determined by EMS Agency)
    c. Upon approval of the plan by the EMS Agency, the Receiving Facility shall comply with the plan or may be subject to adverse actions as listed in Section VII, 3(d)(i-iii).

VIII. EXCEPTIONS AND IMPLEMENTATION

1. **Sections VI and VII are considered a pilot policy and will undergo formal outcomes review in June 2023, with formal reporting of outcomes at July 2023 EMSAC to determine if this will be adopted into full policy. If an outcomes review does not occur or obtain consensus for any changes, sections VI and VII shall become adopted in full.**

2. For Receiving Facilities that meet criteria as listed in Section VI(1) and/or VII(1) AND are required to submit a correction action plan, the following is in effect from July 1, 2022 until January 1, 2023.
    a. If Receiving Facility, in which is out of compliance, reduces APOT 90th Percentile metric by 5% over previous month, the corrective action plan requirement and adverse action process is stayed.
    b. If Receiving Facility, reduces monthly ambulance diversion by 5% over previous month, the corrective action plan requirement and adverse action process is stayed.
    c. The EMS Agency shall take into consideration external factors that affect the entire San Francisco healthcare system in corrective action plan requirements over a monthly period such as a pandemic surge or increased levels of EMS patients.
    d. Upon completion of the listed implementation period, the above section VIII is removed from EMSA policy.

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No: 5016
Effective Date: October 1, 2022
Supersedes: January 7, 2013

STEMI AND ROSC ("STAR") RECEIVING CENTER STANDARDS

I. PURPOSE

To establish standards for the designation of hospitals as approved receiving centers for STEMI and post-cardiac arrest patients with Return of Spontaneous Circulation (ROSC) called STAR Centers.

II. DEFINITIONS

STEMI: An acute myocardial infarction that generates a ST segment elevation on a 12-lead electrocardiogram (EKG).

ST Elevation Myocardial Infarction / Post **A**rrest with **R**OSC (**STAR**) Center: A licensed general acute care hospital with a special permit for a cardiac catheterization laboratory and cardiovascular surgery from the California State Department of Health Services and designated as a STAR center by the County of San Francisco.

Return of Spontaneous Circulation (ROSC) Post-cardiac arrest patients are those with a pulse, blood pressure or have cardiac output directly observed with ultrasound. These patients are eligible for ICU care and specialized treatment, such as therapeutic hypothermia and cardiac catheterization (if found to have a STEMI as the cause of the cardiac arrest).

III. POLICY

A. The EMS Medical Director shall designate a STAR Receiving Center based on the standards set forth in policy.
B. Designated STAR Receiving Centers shall agree to comply with all applicable EMS Agency Policies and procedures.
C. A hospital must demonstrate all of the following to become a designated STAR Receiving Center for the EMS system:
    1. Written agreements with the San Francisco EMS Agency designating the hospital as:
        a) An approved receiving destination for patients transported by EMS ambulances.
        b) An approved destination for STEMI and post-cardiac arrest patients. STAR receiving centers have two months after obtaining the initial designation to complete this written agreement.
    2. Licensure as a Comprehensive or Basic Emergency Department (ED).

3. A special permit for a Cardiac Catheterization Laboratory from the California State Department of Health Services (DHS) as well as a special permit issued by DHS for Cardiovascular Surgery Service.
4. Accreditation by the Joint Commission on Accreditation of Health Care Organizations.
5. STAR program description that includes an organizational chart, programmatic goals and objectives, and a Quality Assurance program for both STEMI and post-cardiac arrest patients.
6. Data reporting procedures for the data elements listed in Appendix A.
7. Assigned Program coordinators:
   a) One interventional cardiologist.
   b) One nursing administrator (selected from Interventional Cardiology or Emergency Department or Intensive Care Unit).
   c) Both program coordinators must actively participate in meetings of a STAR Committee which reports to the EMS Advisory Committee (EMSAC).
8. A single point of contact responsible for reporting the data elements listed in Appendix A to the EMS Agency. (This point of contact may be from a service line or department responsible for quality and/or administration of patients treated by Interventional Cardiology, ED or ICU, and does not need to be either a physician or a nurse administrator).

IV. INITIAL APPLICATION FOR STAR DESIGNATION

A. Interested hospitals shall submit a written request for STAR receiving center status along with documentation of their eligibility for the STAR Receiving Center designation by compliance with standards listed in Section IV.
B. STAR Receiving Centers must pay all applicable fees at a time designated by the EMS Agency. The San Francisco Business and Tax Regulations Code SEC. 249.8 (e)(1-2) authorizes the payment of regulatory fees to the City and County of San Francisco for hospitals that receive STEMI patients through EMS ambulance services.
C. Approval or denial of the STAR receiving center designation shall be made in writing by the EMS Agency to the requesting Hospital within one month after receipt of the request and all required documentation.
D. The EMS Agency reserves the right to do an initial site survey to assure compliance with the standards listed in this policy.

V. MAINTENANCE OF STAR DESIGNATION

A. Each receiving hospital will complete a self-assessment at least once every two years to ensure compliance with EMS Agency requirements. The self assessment may be performed concurrent with JCAHO review.

B. A STAR Receiving Center shall comply with ~~the~~ data collection, record keeping and quality improvement standards. Data requirements may be revised periodically by

the STAR Committee with recommendations made to the EMS Agency Medical Director.

C. A STAR Receiving Center shall participate in data collection registries, programs, applications, and processes as specified by EMS Agency Medical Director. Data shall be submitted to meet all guidelines and deadlines.
D. A STAR Receiving Center shall promote relevant SF EMS Agency, STAR Committee programs to its staff and constituency.
E. Regular participation of the STAR Program coordinators in the STAR Committee meetings.
F. STAR Receiving Centers must pay all applicable fees at a time designated by the EMS Agency. The San Francisco Business and Tax Regulations Code SEC. 249.8 (e)(1-2) authorizes the payment of regulatory fees to the City and County of San Francisco for hospitals that receive STEMI patients through Ambulance Service Providers.
G. The EMS Agency may deny, suspend, or revoke the approval of a STAR Receiving Center for failure to comply with any applicable policies, procedures, or regulations. Requests for review or appeal of such decisions shall be brought to the Medical Director of the EMS Agency. Second requests for review or appeal of the EMS Agency Medical Director decision may be submitted to the San Francisco Director of Health.
H. The EMS Agency reserves the right to do periodic site surveys to assure compliance with the standards listed in this policy.

VI. AUTHORITY

A. Code of Federal Regulations, Title 45, Section 164.512 (b) (l) (i)
B. California Health and Safety Code, Division 2.5, Sections 1797.222, 1797.250, 1797.252, 1798, and 1798.150
C. California Code of Regulations, Title 22, Sections 100169, 70411-70419, and 70451 – 70459
D. Joint Commission on Accreditation of Health Care Organizations, Emergency Department Standards
E. San Francisco Business and Tax Regulations Code SEC. 249.8 (e)(1-2)

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 5030
Effective Date: August 1, 2008
Review Date: January 1, 2011
Supersedes: February 1, 2005

INTERFACILITY TRANSFERS

I. PURPOSE

A. Define the San Francisco EMS Agency requirements pertaining to interfacility transfers by ambulances
B. Establish procedures to arrange, facilitate, and track interfacility transfers
C. Identify appropriate level of care and method of transport within the San Francisco EMS System

II. AUTHORITY

A. California Health and Safety Code, Division 2.5, Sections 1797.204, 1797.206, 1797.222, 1798.170, and 1798.172
B. California Code of Regulations, Title 22, Sections 100063, 100145, 100147, 100172, 100175, and 100266

III. POLICY

A. Hospitals shall comply with all applicable Federal, State, and Local laws, regulations, and policies governing the access, treatment, and transfer of patients.
B. Hospitals shall develop written policies governing patient transfers and ensuring compliance with all applicable laws, regulations, and policies.
C. Hospitals shall develop written transfer agreements with facilities offering specialty care services not available internally.
    1. All hospitals within the City and County of San Francisco will develop a written transfer agreement with a local EMS designated Trauma Center and an EMS designated Pediatric Trauma Center to facilitate the rapid transfer of critical trauma patients to a local Trauma Center.
    2. All hospitals within the City and County of San Francisco shall develop a written transfer agreement with a hospital that has a California Children's Services certified Pediatric Intensive Care Unit if such services are not available internally.
    3. All hospitals within the City and County of San Francisco shall develop a written transfer agreement with an EMS designated Burn Center if such services are not available internally.
D. No transfer will take place without the transferring physician ensuring that:
    1. The patient received an appropriate medical screening examination and medical treatment within the transferring facility's capacity that minimizes the risks to the patient's health;
    2. There is an accepting physician;

3. The accepting facility has the capacity to care for the patient and has consented to receive the patient;
4. All available medical records regarding the patient's diagnosis and care have been made available to the accepting facility;
5. The patient has no emergency medical condition or has a stabilized emergency medical condition;
6. An appropriate method of transport is arranged;
7. There will be attendance by appropriately licensed or certified personnel with the essential equipment and medications needed to ensure appropriate treatment during transport.

E. The transferring physician is responsible for approving the category of qualifications of transporting personnel

1. Determining level of care necessary for transport will be done in accordance with IV, E.
2. When determining the necessary qualifications, consideration must be given to the length of time the patient is expected to be in the care of the transporting personnel, the patient's condition at the time of transfer, and the likelihood of the patient's condition deteriorating during the transport
3. When a reasonable possibility exists that a patient may deteriorate during the transport, the transferring physician will require the attendance of personnel capable of caring for the patient in the event of such deterioration.

F. The transferring physician remains responsible for the patient until such time as the patient arrives at and is accepted by the intended receiving facility and receiving physician.

1. Medical control of prehospital personnel remains with the EMS Agency Medical Director and the Base Hospital Physician.
2. Prehospital personnel will not exceed their scope of practice while caring for patients during interfacility transfers.
3. Registered Nurses accompanying patients on transports will operate under the medical control of the transferring physician.

G. The primary provider of emergency response to 911 requests in San Francisco shall not do interfacility transport except when:

1. A helicopter has landed and has an unstable patient requiring emergent transport to a hospital and the pre-arranged ground transport has failed to provide service.
    a) Helicopters shall not leave the sending facility without pre-arranged ground transport from the landing site to the intended receiving hospital.
2. A critical trauma patient requires emergent transport to a local Trauma Center in accordance with a written transfer agreement.
3. An unstable patient requires emergent transport from an Emergency Department to another facility that can provide specialty care the sending hospital cannot, and delay in receiving such care poses an imminent threat to the patient's health.

H. All incidents under section G require an Unusual Occurrence report be filed with the EMS Agency within 24 hours of the incident.

1. Responsibility for filing the report rests with the sending physician except in the case of helicopters, in which case the helicopter crew is responsible.

IV. PROCEDURE

A. Sending hospital, under the direction of the transferring physician, shall arrange for appropriate method of transportation.

1. Basic Life Support ambulance (BLS) – to transfer stable patients between acute care facilities or to sub-acute care facilities (including home).
2. Advanced Life Support ambulances (ALS) – to transfer stable patients that require cardiac monitoring or may require intervention that is within the paramedic scope of practice and for non-life threatening conditions.
    a) In the event of sudden, unexpected patient deterioration the paramedic in attendance will treat the patient according to existing ALS protocols and/or Base Physician direction.
3. Critical Care Transport (RN) – for transferring stable patients requiring continuous therapy not included in the paramedic scope of practice, patients who have a reasonable expectation of deterioration during the transport, or unstable patients requiring transfer for specialty care.
4. Critical Care Transport-Paramedic (CCT-P) - for transferring stable patients requiring continuous therapy not included in the paramedic basic scope of practice, patients who have a reasonable expectation of deterioration during the transport, or unstable patients requiring transfer for specialty care.
5. In the event an unstable patient or a patient requiring CCT level care requires immediate transport and the only available ambulance is either BLS or ALS, the transferring physician must accompany the patient (or designate a qualified individual to accompany the patient) with all essential equipment and medications.

B. Sending hospital will transfer care to the transport personnel and provide all documentation needed to continue care of the patient at the receiving facility.

1. Transfer of care includes a verbal report to the transporting personnel from the transferring physician or nurse caring for the patient at the time of transport.
2. Transporting personnel will be provided with patient information necessary to continue care of the patient and complete any required patient care reports.

C. Transporting personnel will assume and continue care of patient until such time as patient care is transferred to the receiving facility staff along with all documents necessary to continue care of the patient.

1. Transporting personnel will provide advanced notification via radio while enroute to the receiving facility if:
    a) The patient is a transfer for higher level of care; and
    b) The patient's destination is the receiving facility's Emergency Department.
2. Transfer of care includes a verbal report to the receiving facility staff assigned to care for the patient.

D. Patient belongings, supplies, and equipment shall only be transported with the patient in such amounts that can be safely secured in the ambulance.
1. Transport personnel will not assume responsibility for controlled substances or medications in unsealed packages.

E. Guidelines for determining level of care
1. The following table identifies the minimum level of care required for the type of care needed or equipment required during transport.

Equipment or Care Required	BLS	ALS	CCT - RN	CCT-P
Stable patient requires no special care, may have NG tube, Foley catheter, gastrostomy tube, or patient controlled device that requires no intervention from transporting personnel	♦			
Stable patient requires cardiac monitoring or may need paramedic level intervention, with no reasonable expectation that patient condition will deteriorate		♦		
Stable patient requiring care outside paramedic scope of practice, patient whose condition has a reasonable expectation of deteriorating, or an unstable patient			♦	♦
Oxygen by mask or cannula	♦			
Continuous ventilatory assistance required			♦	♦
Accompanied by RT or RN from hospital		♦		
Peripheral IV (or heparin/saline lock) without additives	♦			
D10 (as substitute for TPN)	♦			
Potassium Chloride <40 mEq/L		♦		
Peripheral IV with any drug listed in paramedic scope of practice being administered to a stable patient, infused without an IV pump		♦		
IV infusion of any drug requiring an IV pump, outside paramedic scope of practice, or to unstable patient			♦	♦
Central venous access device (capped)	♦			
Central venous access device with fluids running	♦			
Arterial access device			♦	
Pulmonary artery line in place			♦	
Intra-Aortic Balloon Pump			♦	
Intracranial pressure line in place			♦	
Temporary pacemaker			♦	
Chest tube w/o suction		♦		
w/ suction			♦	♦

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 6050
Effective Date: 10/01/2020

Documentation of Prehospital Care

I. PURPOSE

To establish documentation standards for the purposes of medical record keeping and quality improvement practices.

II. POLICY

A. Patient Care Documentation Standards
   1. An agency-approved Patient Care Report (PCR) shall be completed for all patient contacts.
   2. PCR's should be completed as soon as operationally possible but no later than end-of-shift, or within 24 hours, whichever comes first.
      a) A copy (paper or electronic) will be provided to the receiving facility.
      b) For patients transported Code 3, providers should attempt to complete and transfer the PCR prior to departing the hospital, unless prevented due to technical issues or EMS system demand.

III. NON-TRANSPORTING EMS PROVIDERS

A. Non-transporting providers working in either an ALS or BLS capacity shall document findings, interventions, times, and other relevant patient care activity on an agency-approved first responder form (paper or electronic).
   1. The form shall be made accessible to transporting providers and receiving facilities as soon as feasibly possibly, or by end of shift, whichever comes first.
   2. Provider agencies shall retain a copy of the form in accordance with medical record regulations.
   3. Patient refusals completed by non-transporting providers shall be documented on a PCR, in accordance with Policy 4040.

IV. DOCUMENTATION REQUIREMENTS

A. Providers shall make all effort to obtain, at minimum, the following information:
   1. <u>Initial Response Fields</u>
      - Dispatch-generated Incident Response Number
      - The date and estimated time of incident
      - The time of receipt of the call
      - The time of dispatch to the scene
      - The time of arrival at the scene
      - The time of first medical contact by an EMS provider
      - The location of the incident

2. Patient Demographics and Care Fields
   - Name
   - Age
   - Self-reported gender
   - Self-reported race
   - Weight (mandatory for pediatrics, may be estimated or caregiver-reported)
   - Address
   - Primary Impression
   - Chief complaint
   - Vital signs (Intervals: 10-15 minutes if stable, 5 minutes if unstable)
   - Physical assessment
   - Any emergency care rendered and the patient's response to such treatment
   - Patient disposition
3. Transport and Transfer of Care Fields
   - The time of departure from scene
   - The time of arrival at receiving facility (if transported)
   - The time of patient care transfer to a receiving provider
   - The name of receiving facility (if transported)
   - The names of the transporting Paramedics and/or EMTs
   - Signatures of the transporting Paramedics and/or EMTs

B. If a provider is unable to obtain the minimum required documentation listed above, the circumstances shall be documented in the narrative section of the PCR.

C. The PCR should include findings, interventions, and other information related to patient care that was performed or obtained by another provider prior to arrival.

D. Providers shall document base contacts with Base Hospital Physicians in the PCR, including time of contact and physician name.

V. SPECIAL CIRCUMSTANCES

A. Refer to the following policies for special documentation requirements:
   1. Policy 4040 – Procedure and Documentation for Non-Transported Patients
   2. Policy 4041 – Scene Management, Physician On-Scene and Mass Gatherings
   3. Policy 4043 – EMS Use of Physical Restraints
   4. Policy 7010 – Emergency Medical Services at Special Events
   5. Policy 8000 – EMS MCI Policy

VI. AUTHORITY

California Code of Regulations, Title 22, Sections 100170 & 100171

APPENDIX A: NOTABLE DATA ELEMENTS

The following references highlight important patient care information for specific cases to promote thorough documentation and enhance quality improvement practices and research.

1. **Cardiac Arrest**
    a) Accurate intervention and medication times
    b) Patient response to interventions
    c) ROSC or termination time
    d) AED/CPR prior to arrival, including name of provider
2. **Chest Pain/Acute Coronary Syndrome**
    a) Time of Aspirin administration
    b) Detailed EKG findings
    c) Room-air SpO2
    d) Time of symptom onset (in HH:MM format)
    e) Time of hospital notification for STEMI Alert
3. **Stroke**
    a) Cincinnati Prehospital Stroke Scale findings
    b) Blood glucose reading
    c) Time of symptom onset (in HH:MM format)
    d) Time last seen normal (in HH:MM format)
    e) Time of hospital notification for Stroke Alert
4. **Advanced Airway**
    a) Time of adjunct placement
    b) Reason for advanced airway placement
    c) Room-air SpO2
    d) End tidal CO2 (waveform and ETCO2 number)
    e) Reconfirmation of adjunct placement after all patient movement
5. **Severe Agitation and Use of Restraints**
    a) Patient behavior that necessitated restraint usage
    b) Type of restraint or adjunct used
    c) Time restraint was applied
    d) Reassessment of patient condition every 5 minutes post-restraint
    e) Respiratory monitoring using end tidal CO2 (if chemical sedation performed)
    f) Blood glucose reading
6. **Near Drowning**
    a) Description of fluid (salt or fresh water, temperature, etc.)
    b) Duration of submersion
    c) Height of fall/mechanism of injury
    d) Evidence of head/spinal trauma or other associated injuries
    e) Neurological status
    f) Respiratory findings

2.06 CHEST PAIN / ACUTE CORONARY SYNDROME

Strive for total on-scene time of less than or equal to 15 minutes.

BLS Treatment

- Assess circulation, airway, breathing, and responsiveness.
- Bilateral blood pressures.
- **Oxygen** as indicated.
- Position of comfort.
- **Aspirin**
- NPO, unless otherwise noted.
- Either list patient medications on PCR or gather medication vials for transport to hospital.

ALS Treatment

Establish a large bore (18G or larger) IV with **Normal Saline** TKO. If possible, establish a second large bore NS lock in the same arm.

12-lead EKG:

- Do prior to administration of **Nitroglycerin** or pain medication.
- Transmit if EKG interpretation is "STEMI" and notify appropriate STAR center.
- Apply "stand-by" defibrillation pads to all EKG confirmed STEMI patients.

Nitroglycerin: DO NOT administer **Nitroglycerin** to patients who have taken a phosphodiesterase inhibitor (erectile dysfunction drugs) within the following time frames:

- Sildenafil (Viagra, Revatio) or Vardenafil (Levitra, Staxin) < 24 hours
- Tadalafil (Cialis, Adcirca) < 48 hours
- See "Use 12-Lead EKG to Determine Safety of Nitroglycerin Administration"

Persistent chest pain of suspected cardiac origin at any level (scale 1 – 10) shall be treated with **Morphine** or **Fentanyl**. Doses may be started at lower levels than for traumatic or other types of pain treatment.

Ondansetron as needed for nausea.

If hemodynamically unstable, go to **Protocol 2.16 Shock**.

2.06 CHEST PAIN / ACUTE CORONARY SYNDROME

USE 12-LEAD EKG TO DETERMINE SAFETY OF NTG ADMINISTRATION

- Follow **Protocol 7.10 12-Lead EKG**.
- Determine presence of ST elevation in leads II, III and AVF. If ST elevation is present, then apply V4R lead.
  - If ST elevation present in V4R, do NOT give **NTG** (to maintain RV filling pressure).
  - If ST elevation in V4R AND clinical signs of shock, including SBP < 90 Hg go to **Protocol 2.16 Shock.**

Documentation

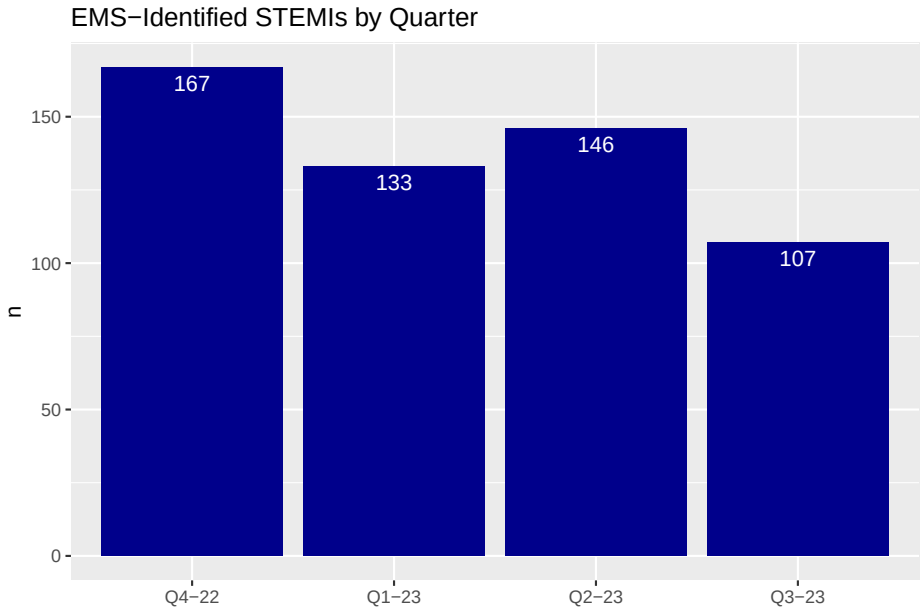
- "At Patient Side" Time.
- VS including bilateral BPs and room air O2 saturation.
- Reassessment of patient symptoms, complaints and vital signs." At minimum, two sets of vital signs and a reassessment should be done and documented in the PCR after any intervention.
- "O-P-Q-R-S-T symptom assessment:
  O = Onset (Sudden or gradual)
  P = Provoke (What were you doing when the pain started? Does anything make it better or worse?)
  Q = Quality (What does the pain feel like?)
  R = Region/Radiate (Where is the pain? Does it go anywhere else?)
  S = Severity (On a scale of 1-10, 10 being the worst pain you have ever had, how would you rate that pain now? How would you rate that pain at its worst or during exertion/movement?)
  T = Time (When or what time did this start?)
- Aspirin given by EMS. Note if patient self-administered Aspirin or if it was given by someone else (e.g. medical provider).
- EKG findings.
- List patient identifiers on **ALL** transmitted EKGs:
  - Patient Last Name + First Initial
  - Gender
  - Age
  - Ambulance company name and unit number

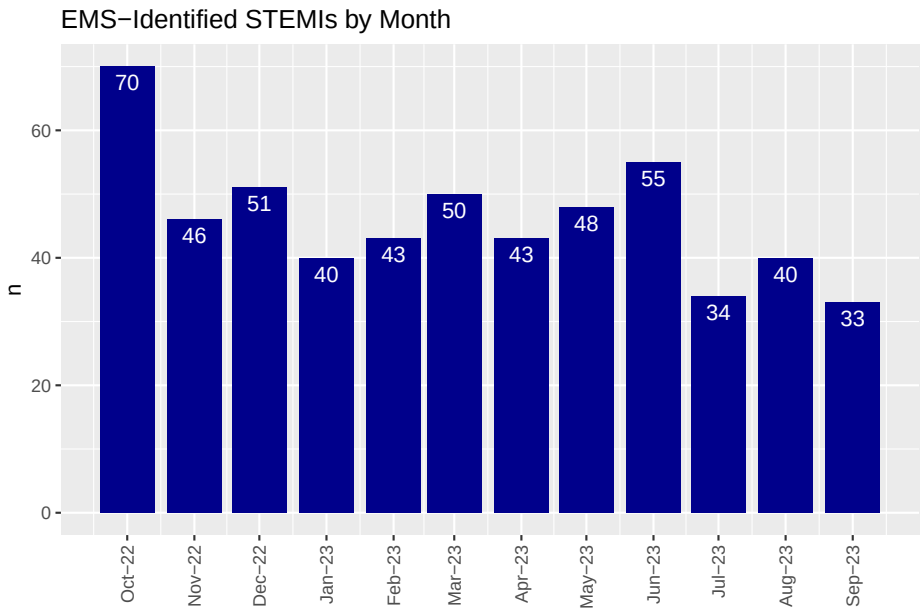
EMS STEMI Report - 2022 Q4 - 2023 Q3

911 incidents in which STEMI's were identified by EMS in the prehospital setting were reviewed for the period between October 1, 2021 and September 30, 2022. The following inclusion criteria is used, based on ePCR fields for all San Francisco 911 EMS providers:

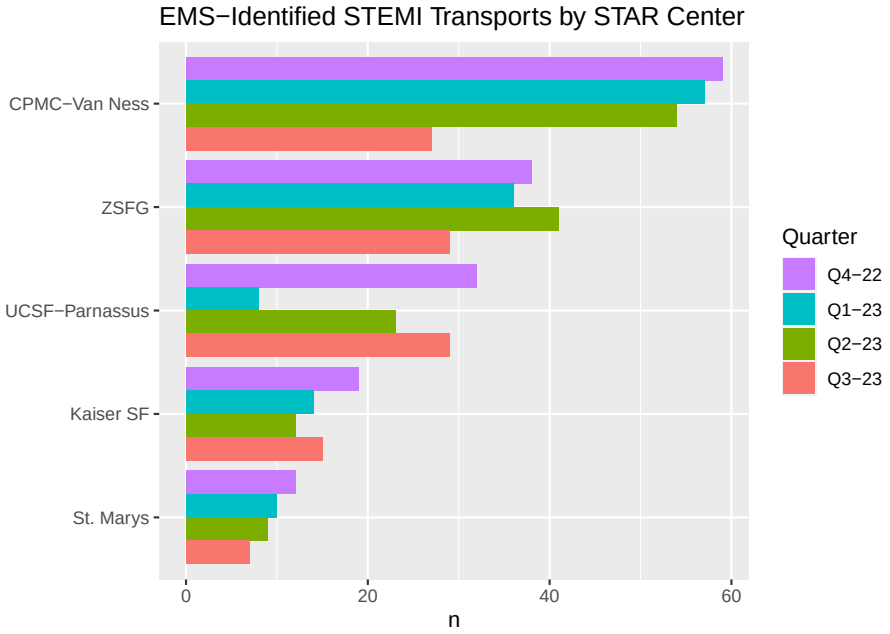
- Primary Impression of STEMI (NEMSIS eSituation.11, ICD-10: I21.3) or;
- Secondary Impression of STEMI (NEMSIS eSituation.12, ICD-10: I21.3) or;
- Destination Team Pre-Arrival Alert of Yes-STEMI (NEMSIS eDisposition.24, Code 4224013) or;
- ECG interpretation of STEMI (NEMSIS eVitals.03, Codes 9901051 - 9901057)

Incidents with a service type other than "911 Response" were excluded (e.g. interfacility transports). In total, 553 prehospital STEMI's were identified.





Of the 553 EMS-identified STEMI's, 531 were transported to San Francisco STAR hospitals.



22 patients with an EMS-identified STEMI had a disposition other than transport to a STAR center.

EMS Operations Metrics

The figures below examine “Scene Time” and “Transport Time” durations for the 531 STEMI patients transported to STAR hospitals. All times in minutes.

- Scene Time: Interval between ambulance arrival on-scene and initiation of transport.
- Transport Time: Interval between initiation of transport and arrival at hospital.

Table 1: On-Scene Times for STEMI Calls (minutes)

	Quarter	Min Time	Quartile 1	Median	Mean	Quartile 3	Max
Q3.scene	Q4-23	5.9	14.7	18.9	20.3	24.4	52.9
Q4.scene	Q1-23	5.7	14.0	18.3	20.5	24.8	55.6
Q1.scene	Q2-23	5.2	15.0	18.8	20.9	25.8	51.7
Q2.scene	Q3-23	6.0	14.7	18.8	20.4	25.4	56.4

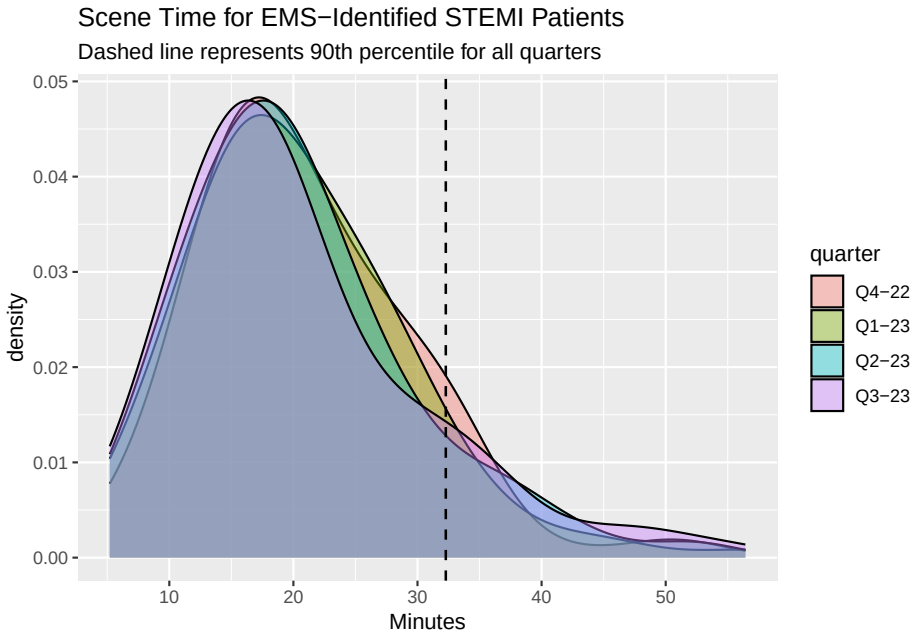
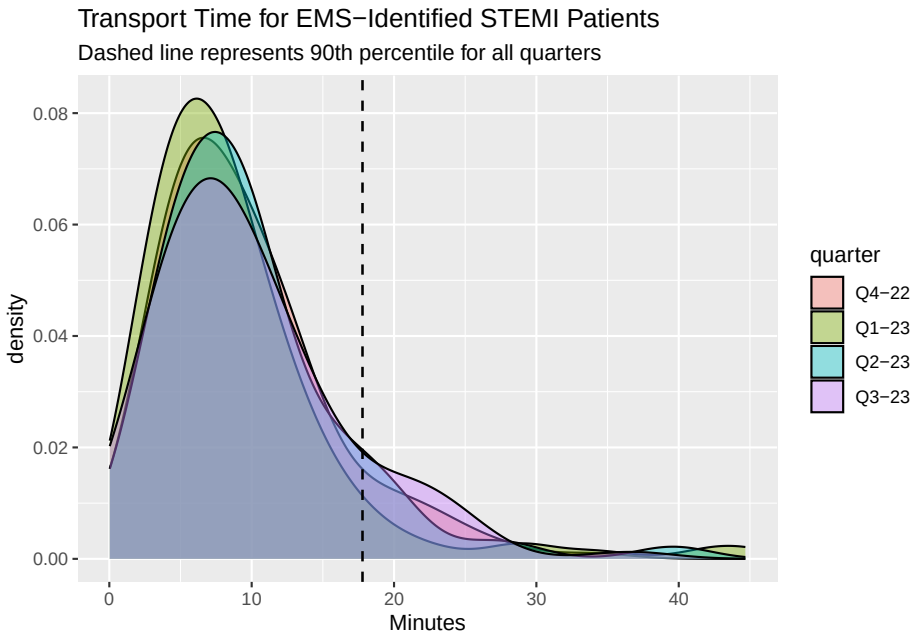


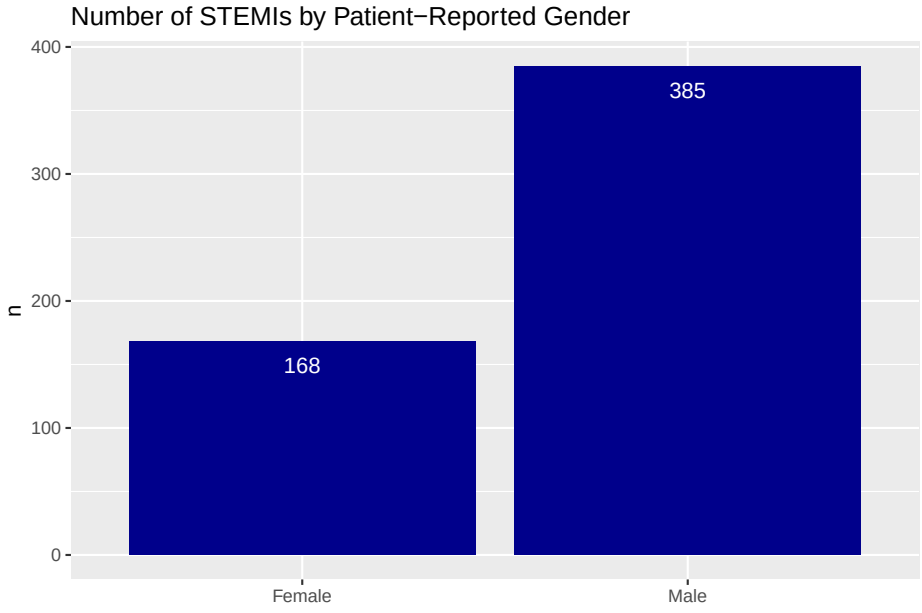
Table 2: Transport Times for STEMI Calls (minutes)

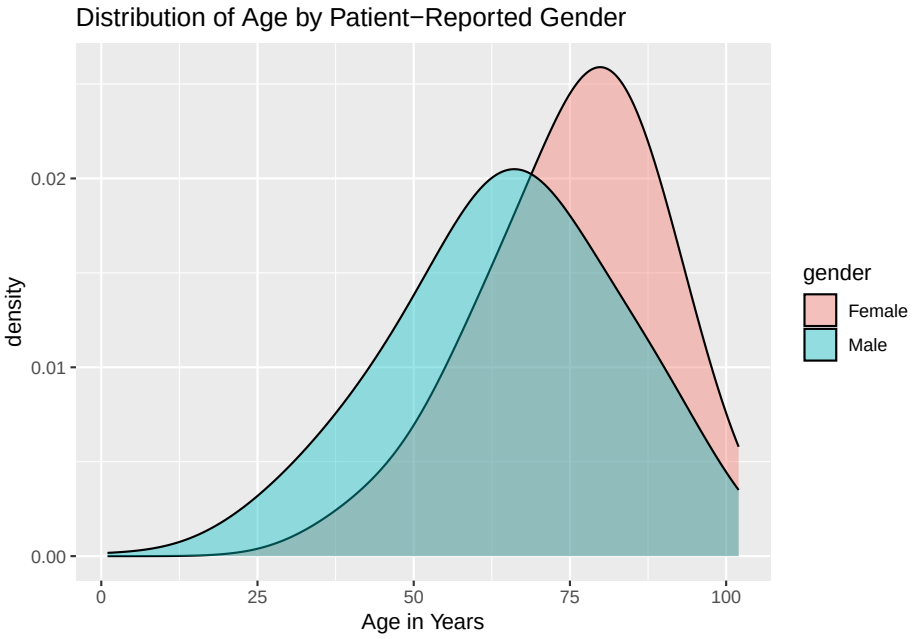
	Quarter	Min Time	Quartile 1	Median	Mean	Quartile 3	Max
Q3.trans	Q4-23	0.0	5.5	8.7	9.8	12.0	40.5
Q4.trans	Q1-23	0.0	5.3	8.3	9.9	12.9	36.6
Q1.trans	Q2-23	0.0	5.2	8.2	9.5	12.3	34.0
Q2.trans	Q3-23	1.4	4.7	7.4	8.9	11.0	44.7

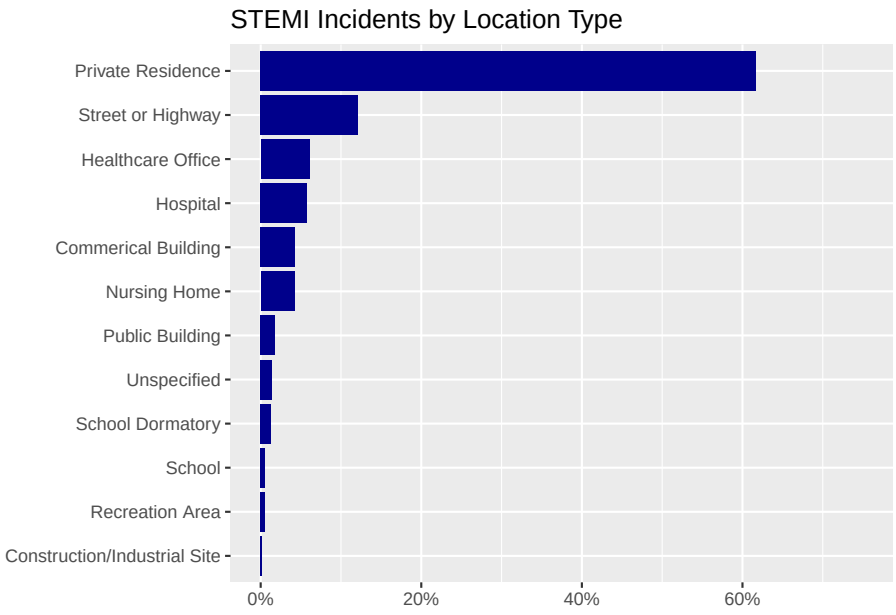


Total EMS Time is the interval between transporting EMS arrival on scene to arrival at a receiving Emergency Department - or the combination of the two intervals reviewed above. The average Total EMS Time for STEMI patients in 2021 was **30.06** minutes.

Patient Demographics and Treatment






STEMI Incidents by Location Type
Private Residence
Street or Highway
Healthcare Office
Hospital
Commerical Building
Nursing Home
Public Building
Unspecified
School Dormatory
School
Recreation Area
Construction/Industrial Site
0%
20%
40%
60%

Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St., Suite 210, San Francisco, CA 94103
Phone: (628) 217-6000 Fax: (628) 217-6001

London Breed
Mayor

Mary Ellen Carroll
Executive Director

Date: November 27, 2023

To: Elizabeth Basnett, Acting Director, EMS Authority
Hernando Garzon, MD, Acting Medical Director, EMS Authority
Tom McGinnis, Chief, EMS Systems, EMS Authority
Angela Wise, Assistant Chief, EMS Systems, EMS Authority

From: Andrew Holcomb, EMS Director

Re: 2023 Stroke Plan – Executive Summary

The San Francisco EMS Agency (SFEMSA) is hereby submitting and attaching its Stroke Critical Care System Plan pursuant to California Health and Safety Code § 1798.150 and under Title 22, California Code of Regulations (CCR) §§ 100270.200 – 100270.229.

Under 22 CCR § 100270.220(c), SFEMSA's plan includes 9 elements:

1) Names and titles of SFEMSA personnel who have a role in stroke critical care system
2) List of stroke designated facilities with agreements and expiration dates
3) SFEMSA's Protocol 2.06 and Policies 5000, 5000.1, 5010, 5016 and reflecting stroke patient identification and destination
4) SFEMSA's Policy 3020 reflecting field to hospital communication to expedite stroke care
5) SFEMSA's Policy 5030 reflecting inter-facility transfer of a stroke patient
6) Description of data collection from EMS providers and designated stroke hospitals to SFEMSA and EMS Authority including SFEMSA Policy 6050
7) Description of SFEMSA's integration of stroke receiving centers in neighboring jurisdictions
8) SFEMSA's Policy 1010 reflecting Quality Improvement and stroke subcommittees
9) Public education events and programs

SFEMSA remains steadfast in its commitment to continuous improvement, public education, and investment in our stroke program.

Under newly negotiated agreements with all San Francisco Receiving Facilities to include Stroke Center requirements, all Stroke Centers are required to participate in American Heart Association – Get With The Guidelines. SFEMSA recently completed a 9-year Super User agreement with the American Heart Association for Stroke to meet or exceed state data regulations.

To ensure local stroke program is continually resourced and funded, SFEMSA collects annual fees for Stroke Centers and has an EMS Specialist role specifically assigned to stroke quality improvement work.

For 2024, SFEMSA is focused on three main goals pertaining to its stroke program:

1) Monthly EMS public education including stroke care, awareness, and recognition opportunities.

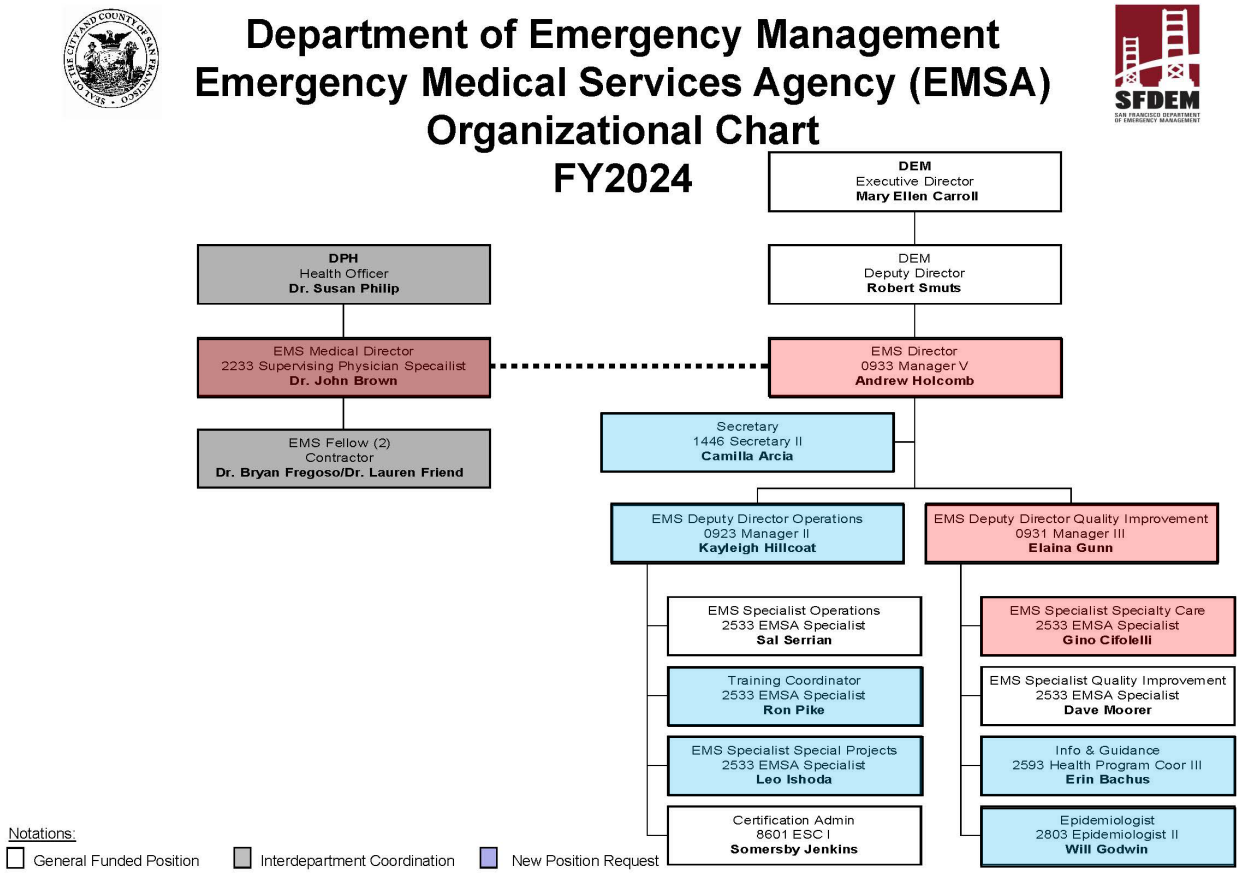
2) Implementation of Get With The Guidelines to develop better dashboards, regular reporting, and system awareness.
3) Develop an agreement with an out-of-county site as a stroke receiving center for San Francisco patients.

For any questions, concerns, or requests for additional information regarding our submission, please do not hesitate to contact me directly.

Andrew Holcomb
EMS Director, EMS Agency
andrew.holcomb@sfgov.org
628-217-6014

Cc: Dr. John Brown, EMS Agency Medical Director
Elaina Gunn, EMS Agency Deputy Director, Quality Improvement
Rob Smuts, DEM Deputy Director
Mary Ellen Carroll, DEM Executive Director

SFEMSA Organizational Chart for Stroke Program



TITLE	NAME	FREQUENT or OCCASIONAL	ROLE RELATED TO PROGRAM
EMS Director	Andrew Holcomb	FREQUENT	Policy decisions, strategic planning, plan submission, agreements/contracts
EMS Agency Medical Director	Dr. John Brown (DPH)	FREQUENT	Medical direction, strategic planning, clinical evaluation, research
EMS Deputy Director (QI)	Elaina Gunn	FREQUENT	Program manager, quality improvement, policy development, public outreach
EMS Specialist (STEMI, Stroke, EMSAC)	Gino Cifolelli	FREQUENT	Program specialist, quality improvement, policy development, committee representative
EMS Deputy Director (Operations)	Kayleigh Hillcoat	OCCASIONAL	Operational issues, adverse outcome review

EMS Specialist (Training)	Ron Pike	OCCASIONAL	Training development and delivery
EMS Specialist (Logistics)	Leo Ishoda	OCCASIONAL	Mechanical compressor maintenance
EMS Info and Guidance Specialist	Erin Bachus	OCCASIONAL	Training development and delivery
Epidemiologist	Will Godwin	OCCASIONAL	Quality improvement, data analysis, dashboard development
Office Manager	Camilla Arcia	OCCASIONAL	Annual invoicing

Stroke Program Agreements

Stroke Receiving Facility	Agreement Expiration Date
Zuckerberg San Francisco General	June 30, 2028
UCSF – Parnassus Campus	September 30, 2028
St. Mary's Medical Center	November 30, 2028
St. Francis Memorial Hospital	November 30, 2028
Kaiser San Francisco	March 30, 2028
CPMC – Van Ness Campus	February 5, 2028
CPMC – Davies Campus	February 5, 2028
Chinese Hospital	March 12, 2028
Kaiser South San Francisco	*Out of County Hospital, plan to work on agreement for 2024 submission

Stroke Identification and Destination Determination

Policy 5000 – Destination Policy
Policy 5000.1 – San Francisco Hospital Designations Chart
Policy 5010 – Receiving Hospital Standards
Policy 5015 – Stroke Center Standards
Protocol 2.14 – Stroke

Stroke Field to Hospital Communications

Policy 3020 – Field to Hospital Communications

Stroke Interfacility Transfers

Policy 5030 – Interfacility Transfers
Emergency LVO Stroke Re-Triage Guideline

Stroke Data Collection

SFEMSA has Policy 6050 – Documentation of Prehospital Care to guide notable documentation points and elements for stroke care. At stroke subcommittee meetings, quarterly metrics are reviewed via CEMSIS/NEMSIS data elements downloaded from Biospatial (see example in attachments). In mid-2023, SFEMSA has a 9-year Super User contract with American Heart

Association – Get With The Guidelines Stroke. Within the scope of work for Stroke Receiving Center agreements, each Stroke Receiving Center is required to use Get With The Guidelines. The goal for 2024 is to ensure each Stroke Receiving Center is using this program and finalizing permission configurations for SFEMSA access. This will allow for standardized data collection and metric review across the stroke program.

Neighboring Stroke Receiving Centers

Currently, San Francisco has one Stroke Receiving Center that providers are able to transport to in San Mateo County (Kaiser South San Francisco). As a goal for 2024, SFEMSA anticipates finalizing an agreement and be reflected in the 2024 Stroke Plan update.

Stroke-related Committees

Policy 1010 – Advisory Committees

SFEMSA has 3 committees in which stroke care is addressed (Quality Improvement, Stroke, EMSAC). The subcommittee specially addressing stroke care is the stroke committee and meets quarterly.

Stroke Public Education

SFEMSA's goal is to participate or host an EMS public education event on a monthly basis. For stroke care education, the focus has been early recognition. A very successful outreach event occurred in June 2023 at local farmer's market in Civic Center. Every Stroke Center had a representative present and translation services were available. SFEMSA also has ability to give letters and awards for providers and members of the public who perform life-saving interventions.

AHA'S GET WITH THE GUIDELINES®
THIRD PARTY ORGANIZER SUPER USER AGREEMENT

This Super User Agreement ("the Agreement"), effective as of the last date of signature listed below ("Effective Date"), is entered into by and between the American Heart Association, Inc. ("AHA"), having its principle offices at 7272 Greenville Ave., Dallas, TX 75231, and City and County of San Francisco, acting by and through the Emergency Medical Services Agency at the Department of Emergency Management (herein referred to as "Third Party Organizer"), having its principal offices at 333 Valencia Street Suite 210 San Francisco CA 94103.

WHEREAS, AHA owns and operates the Get With The Guidelines® ("GWTG") program, which is a quality improvement program that includes data collection and reports on standardized, clinical cardiovascular processes, outcomes, and procedures;

WHEREAS, the GWTG program consists of different modules which focus on various areas of cardiovascular and stroke disease;

WHEREAS, AHA contracted with its approved third-party technology vendor Outcome Sciences, LLC ("IQVIA") for IQVIA to develop a database tool designed to expand the use of the GWTG program ("Super User") in various participating healthcare organizations ("Program Participant") that have signed an agreement to participate in GWTG ("GWTG Agreement);

WHEREAS, Third Party Organizer desires to access this Super User option of the GWTG program, therefore obtaining access to the Program Participant's data ("Data") as that term is described in §A(1), and for the GWTG program(s) specified in §B(1);

WHEREAS, Program Participants who have signed an amendment to the GWTG Agreement with AHA permit AHA and IQVIA to provide Third Party Organizer access to such Data, and to allow AHA and IQVIA to make available to Third Party Organizer the identity of the Program Participant, and to acknowledge its participation in the Super User option, and that its identity may be inferred by other healthcare organizations participating in this Super User option through the development of benchmark groups associated with Third Party Organizer;

WHEREAS, Third Party Organizer and AHA are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and regulations promulgated thereunder.

NOW, THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

A. DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule.

1. Data shall mean all information, including patient data, submitted by Program Participant to AHA, through IQVIA, for participation in the GWTG program, including De-identified Data and Protected Health Information in the form of a Limited Data Set. Data also includes configurable measure reports and data downloadable functions to be used for quality improvement and scientific research purposes ("Reports").
2. De-identified Data – shall have the same meaning as defined in 45 C.F.R. § 164.514.
3. Protected Health Information ("PHI") shall have the same meaning as defined in 45 C.F.R. § 160.103 under HIPAA, and any applicable state laws.
4. Limited Data Set shall mean the data elements as defined in HIPAA under 45 C.F.R. § 164.514(e)(2).
5. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time.

B. OBLIGATIONS OF PARTIES

1. Data. AHA shall make available to Third Party Organizer Data to be used by Third Party Organizer for purposes of research and health care operations (collectively, the "Authorized Purpose"). AHA shall provide Third Party Organizer access to the Data via a Super User account upon execution of this Agreement for participation in the following GWTG program module(s).

	Get With The Guidelines® - AFIB
	Get With The Guidelines® - Coronary Artery Disease
	Get With The Guidelines® - Heart Failure
	Get With The Guidelines® - Resuscitation
✓	Get With The Guidelines® - Stroke
	Get With The Guidelines® - Collaborative Research Network
	AHA's COVID-19 Registry powered by GWTG®

2. Use of Data. Third Party Organizer agrees to use and disclose the Data only for the Authorized Purpose or as required by law, and shall ensure that its respective directors, officers, employees, contractors and agents do not use or disclose the Data in any manner that would constitute a violation of the Privacy Rule if used or disclosed by the Program Participant. Third Party Organizer shall limit the use or receipt of the Data to those parties who need the Data for the performance of the Authorized Purpose.

3. Minimum Necessary Information. Third Party Organizer represents that, to the extent Third Party Organizer requests AHA to disclose the Data to Third Party Organizer hereunder, such a request will only be for the minimum data necessary to accomplish the Authorized Purpose of the request.

4. Safeguards Against Misuse of Information. Third Party Organizer will use appropriate safeguards to prevent the use or disclosure of the Data, other than as permitted under this Agreement.

5. Reporting of Unauthorized Disclosures. Third Party Organizer shall promptly upon becoming aware of any use or disclosure of the Data in violation of this Agreement by any of its officers, directors, employees, contractors or agents or by a third party to which Third Party Organizer discloses the Data, report such disclosure, in writing, to AHA and to the Program Participant from which the Data had been obtained.

6. Agreements by Third Parties. Third Party Organizer shall obtain and maintain a written agreement with each agent or subcontractor that has or will have access to the Data through Third Party Organizer, pursuant to which such agent or subcontractor shall agree to be bound by the same restrictions, terms and conditions that apply to Third Party Organizer under this Agreement with respect to the Data.

7. Notice of Request for Data. Third Party Organizer agrees to notify AHA promptly upon receipt of any request for production or subpoena of the Data received from AHA, in connection with any governmental investigation or governmental or civil proceeding. AHA will notify the relevant Program Participant, and if the Program Participant decides to challenge the validity of or assume responsibility for responding to such request or subpoena, the parties shall cooperate fully with the Program Participant in connection therewith.

8. Liability. AHA is not responsible for, and will not be liable for, any damages Third Party Organizer may incur.

9. Term and Termination. The term of this Agreement will begin as of the Effective Date and will expire upon the earlier of nine (9) years from the Effective Date. In addition to the termination for breach rights and notice obligations as set forth herein, either party may terminate this Agreement at any time for any reason or for no reason by giving at least sixty (60) days prior notice to the other party. Upon the later of: (a) the completion of the data transfers, or (b) the term of this Agreement, there shall be no further obligations between the parties, unless specifically stated herein.

10. Termination Upon Breach. This Agreement may be terminated by either party upon five (5) days prior written notice to the other party in the event that such other party breaches any provision of this Agreement and such breach is not cured within such five (5) day period. Each party shall have the right to fully exercise any remedy existing at law or in equity in the event the other party breaches or violates this Agreement.

11. Return or Destruction of Data. The terms and provisions of this Agreement that protect the Data shall survive expiration or termination of this Agreement and such information shall thereafter only be used or disclosed for Authorized Purpose.

12. Fees. Third Party Organizer is responsible for the fees set forth in Exhibit A. AHA shall remit an invoice to Third Party Organizer on an annual basis. Payment is due within 30 days from Third Party Organizer's receipt of such invoice from AHA. Unless otherwise stated, AHA's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Third Party Organizer is responsible for paying all Taxes, excluding only taxes based on AHA's income. If AHA has the legal obligation to pay or collect Taxes for which Third Party Organizer is responsible under this section, the appropriate amount shall be invoiced to and paid by Third Party Organizer unless, and to the extent that Third Party Organizer qualifies for exemption of some or all of the Taxes, and Third Party Organizer provides AHA with a valid tax exemption certificate authorized by each appropriate taxing authority. Base fees include access for up to three users. Each additional user beyond three incurs an associated fee.

13. Miscellaneous. (a) This Agreement may be amended only by mutual written agreement of both parties. (b) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. (c) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (d) The relationship between AHA and Third Party Organizer is that of independent contractors and neither party nor its agents shall have any authority to bind the other party in any way. (e) All notices shall be in writing and may be delivered in person, by courier, or sent by receipt email, or by first class, postage prepaid US mail to the parties, which notice shall be deemed given upon receipt or three (3) days following deposit in the US Mail. Either party may change the address for notices hereunder by providing written notice thereof to the other party in accordance with the terms of this section. (f) All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and approved successors and assigns. (g) This Agreement may be executed by facsimile or other electronic means (including .PDF) and in one or more counterparts, each of which shall be deemed to be any original, but all of which together constitute one and the same instrument. (h) This Agreement supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other document submitted by or on behalf of Third Party Organizer, AHA, or IQVIA.

14. Third Party Organizer Contact Information. Notices and invoicing shall be sent to the contact information below. Third Party Organizer shall update this

Name of Contact Person: Andrew Holcomb

Title of Contact person: Acting EMS Director, San Francisco EMS Agency

Phone No: 628-217-6014

Email Address: andrew.holcomb@sfgov.org

Physical Address: 333 Valencia St., Suite 210, San Francisco, CA 94103

IN WITNESS WHEREOF, each party hereto has signed this Agreement as of the dates set forth below.

AMERICAN HEART ASSOCIATION

By: Michele M. Bolles

Name: Michele M. Bolles

Title: SVP, Quality Outcomes Research and Analytics

Date: 08/01/2022

APPROVED AS TO FORM
Date: 08-01-2022
By: TPH
AHA LEGAL DEPT

City of San Francisco
Recommended by:

DocuSigned by:
Will Lee for Mary Ellen Carroll
7F6818D4149D44A...

Mary Ellen Carroll
Executive Director
Department of Emergency Management

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
Christina Fletes-Romo
A850801BCFA0411...

By: _____

Christina Fletes
Deputy City Attorney

Approved:

DocuSigned by:
Wil Alderman
A22523F97D49425...

_____

Sailaja Kurella
Acting Director of the Office of Contract Administration, and Purchaser

APPENDIX A
City and County of San Francisco
General Contract Conditions

1. Taxes. City is exempt from federal taxes except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable, on invoices.

2. Budget and Fiscal Provisions. This contract is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This section controls against any and all other provisions of this contract.

3. Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City's Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Purchase Order in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Contractor and City having modified this Purchase Order as authorized by amendment and approved as required by law. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

4. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim

5. Hold Harmless and Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

6. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

7. Termination and Termination for Convenience. In the event Contractor fails to perform any of its obligations under this contract, in addition to any other remedies available to City, this contract may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days' written notice to Contractor. No new work will be undertaken, and no new deliveries will be made, after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, under this contract to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's nonperformance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, pursuant to this contract, to the satisfaction of the City up to the date of termination. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City. Such non-recoverable costs include, but are not limited to, anticipated profits on this contract, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the contract after receipt of the termination notice.

8. Nondisclosure of Private, Proprietary or Confidential Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M. In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

9. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10. Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

11. Nondiscrimination Requirements.

a. Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

b. Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section12B.2.

12. MacBride Principles--Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By accepting this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

13. Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

14. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.

15. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

16. Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance under this Agreement, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

17. Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

18. Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

19. Preservative-Treated Wood Products. Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment pursuant to Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

20. Use of City Opinion. Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers of agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.

21. Contract Interpretation; Choice of Law/Venue; Assignment. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco. This Agreement may be assigned only with the written approval of Purchasing by written instrument executed and approved in the same manner as this Agreement.

22. Proposal, Quotation and Attachments. This contract incorporates by reference the provisions of any related bid request issued by City, any bid submitted by contractor, or both. This contract incorporates by reference the provision of any attachments.

23. Provisions Controlling. Contractor agrees that in the event of conflicting language between this contract and Contractor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the contractor's terms and conditions attempting to nullify City terms and conditions or to resolve language conflicts in favor of the contractor's terms and conditions.

24. Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

25. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

AHA Get With The Guidelines® Super User Agreement

Exhibit A - Government Entities

Site ID: AHA ID:

Name: of San Francisco, acting by and through the Emergency Medical Services Agency at the Department of Emergen

Address: 333 Valencia Street Suite 210

City: San Francisco State: CA Zip: 94103

Line	Customer #	Product	Service Period		Unit Price
1	969663	Stroke Super User	March 2022 - Dec 2022	Year 1	$ 4,943
2	969663	STK Measures	March 2022 - Dec 2022	Year 1	$ 1,818
3	969663	CSTK Measures	March 2022 - Dec 2022	Year 1	$ 1,818
4	969663	Stroke Super User	Jan 2023 - Dec 2023	Year 2	$ 6,020
5	969663	STK Measures	Jan 2023 - Dec 2023	Year 2	$ 2,214
6	969663	CSTK Measures	Jan 2023 - Dec 2023	Year 2	$ 2,214
7	969663	Stroke Super User	Jan 2024 - Dec 2024	Year 3	$ 6,110
8	969663	STK Measures	Jan 2024 - Dec 2024	Year 3	$ 2,247
9	969663	CSTK Measures	Jan 2024 - Dec 2024	Year 3	$ 2,247
10	969663	Stroke Super User	Jan 2025 - Dec 2025	Year 4	$ 6,202
11	969663	STK Measures	Jan 2025 - Dec 2025	Year 4	$ 2,281
12	969663	CSTK Measures	Jan 2025 - Dec 2025	Year 4	$ 2,281
13	969663	Stroke Super User	Jan 2026 - Dec 2026	Year 5	$ 6,295
14	969663	STK Measures	Jan 2026 - Dec 2026	Year 5	$ 2,315
15	969663	CSTK Measures	Jan 2026 - Dec 2026	Year 5	$ 2,315
16	969663	Stroke Super User	Jan 2027 - Dec 2027	Year 6	$ 6,389
17	969663	STK Measures	Jan 2027 - Dec 2027	Year 6	$ 2,350
18	969663	CSTK Measures	Jan 2027 - Dec 2027	Year 6	$ 2,350
19	969663	Stroke Super User	Jan 2028 - Dec 2028	Year 7	$ 6,485
20	969663	STK Measures	Jan 2028 - Dec 2028	Year 7	$ 2,385
21	969663	CSTK Measures	Jan 2028 - Dec 2028	Year 7	$ 2,385
22	969663	Stroke Super User	Jan 2029 - Dec 2029	Year 8	$ 6,582
23	969663	STK Measures	Jan 2029 - Dec 2029	Year 8	$ 2,421
24	969663	CSTK Measures	Jan 2029 - Dec 2029	Year 8	$ 2,421
25	969663	Stroke Super User	Jan 2030 - Dec 2030	Year 9	$ 6,681
26	969663	STK Measures	Jan 2030 - Dec 2030	Year 9	$ 2,457
27	969663	CSTK Measures	Jan 2030 - Dec 2030	Year 9	$ 2,457
			TOTAL		$ 96,682

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and CHINESE HOSPITAL

TABLE OF CONTENTS

This Memorandum of Understanding ("MOU") is made March 13, 2023 in the City and County of San Francisco, State of California, by and between CHINESE HOSPITAL ("Receiving Facility") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means CHINESE HOSPITAL, 845 JACKSON ST, SAN FRANCISCO 94133, a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on March 13, 2023 and expire 5 years later on March 12, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to is Specialty Receiving Center services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 Services

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix D (Stroke Receiving Center Statement of Work);

4.2 Qualified Personnel.

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility's authorized subcontractors) to perform the Services. Subcontracting.

4.3 Independent Contractor.

For the purposes of this Article 4, "Receiving Facility" shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility's performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 Assignment.

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 Activities at Receiving Facility's Expense.

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense and without cost to City, unless said Receiving Facility is a City agency or employee providing services under this MOU.

4.6 Warranty.

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Receiving Facility's liability pursuant to the "Indemnification" section of this MOU, Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(h) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Receiving Facility, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all Claims for breach of federal and/or state law regarding the privacy of health information, electronic records or related topics.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 **Nondiscrimination Requirements.**

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 **Notices to the Parties.**

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	MICHAEL CHUNG CHINESE HOSPITAL 845 JACKSON ST, SAN FRANCISCO 94133 415-677-2496 MICHAELC@CHASF.ORG

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Sunshine Ordinance.**

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 **MOU Made in California; Venue.**

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 **Compliance with Laws.**

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 **Protected Health Information.**

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 **City Data**

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 **MacBride Principles -Northern Ireland.**

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 3/16/2023
29F685F5264A4F0...

Receiving Facility

CHINESE HOSPITAL

DocuSigned by:
Michael Chung 3/14/2023
4564910D12444A2...
MICHAEL CHUNG
PRESIDENT/CFO

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown
DD821142FB724F0...
3/24/2023

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson
BD54168A4C3B452...
3/14/2023

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work–Receiving Facility
D: Statement of Work–Stroke Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and Sutter Bay Hospitals dba California Pacific Medical Center

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This Memorandum of Understanding ("MOU") is made February 6, 2023 in the City and County of San Francisco, State of California, by and between Sutter Bay Hospitals dba California Pacific Medical Center ("Receiving Facility") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Sutter Bay Hospitals dba California Pacific Medical Center, a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on February 6, 2023 and expire 5 years later on February 5, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to is Specialty Receiving Center services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 Services

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix B (Base Hospital Statement of Work);

4.1.3 Appendix C (STEMI Receiving Center Statement of Work);

4.1.4 Appendix D (Stroke Receiving Center Statement of Work);

4.1.5 Appendix E (Trauma Receiving Center Statement of Work);

4.1.6 Appendix F EMS for Children (EMSC) Statement of Work).

4.2 Qualified Personnel.

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility‘s authorized subcontractors) to perform the Services. Subcontracting.

4.3 Independent Contractor.

For the purposes of this Article 4, “Receiving Facility” shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility’s performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 Assignment.

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 Activities at Receiving Facility’s Expense.

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense and without cost to City, unless said Receiving Facility is a City agency or employee providing services under this MOU.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 **Insurance.** A program of self insurance up to the levels required in this section is acceptable.

5.1.1 **Required Coverages.** Without in any way limiting Receiving Facility's liability pursuant to the "Indemnification" section of this MOU, Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(h) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Receiving Facility, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all Claims for breach of federal and/or state law regarding the privacy of health information, electronic records or related topics.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other

controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 **Nondiscrimination Requirements.**

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 **Notices to the Parties.**

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	CHIEF NURSING EXECUTIVE CALIFORNIA PACIFIC MEDICAL CENTER 1101 VAN NESS AVENUE SAN FRANCISCO, CA 94109 415.600.6000 JIM.BENNEY@SUTTERHEALTH.ORG

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Sunshine Ordinance.**

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 **MOU Made in California; Venue.**

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 **Compliance with Laws.**

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 **Protected Health Information.**

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving

Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 City Data

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

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2/8/2023

Receiving Facility

Sutter Bay Hospitals dba California Pacific Medical Center

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Appendices

A: Statement of Work–Receiving Facility
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Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C –STEMI Receiving Center

Applicable to Sutter Bay Hospitals dba California Pacific Medical Center, Van Ness Campus

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. **Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC (“STAR”)]

Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

Applicable to Sutter Bay Hospitals dba California Pacific Medical Center, Van Ness and Davies Campuses

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and

protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

Appendix F – EMS for Children (EMSC)

Applicable to Sutter Bay Hospitals dba California Pacific Medical Center, Van Ness Campus

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED EMSC RECEIVING CENTER:

1. **Approved EMSC Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide EMSC Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in EMSC Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5012.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for EMSC Receiving Center designation. EMSC Center shall provide support to EMSC Plan as specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a EMSC Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to EMSC designation criteria as specified in LEMSA policy and Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected EMSC transported to Receiving Facility designated as a EMSC Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. EMSC Receiving Center acknowledges that LEMSA does not guarantee EMSC patients will be delivered or diverted to EMSC Receiving Center for care and cannot assure that a minimum number of EMSC patients will be delivered to EMSC Receiving Center during term of this MOU.

d. EMSC Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical EMSC equipment or personnel not be available. EMSC Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent EMSC Receiving Center capabilities may lead to suspension and/or termination of EMSC Receiving Center designation.

e. EMSC Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy 5012 Pediatric Critical Care Standards. EMSC Receiving

Center shall monitor compliance with LEMSA standards for EMSC Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. EMSC Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of EMSC Receiving Center designation.

g. EMSC Receiving Center shall immediately notify LEMSA of any circumstances that will prevent EMSC Receiving Center from providing EMSC services and immediately update its status in the ReddiNet system if unable to provide EMSC services.

h. EMSC Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet EMSC Receiving Center standards within the timeframes established by LEMSA.

i. EMSC Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of EMSC patients.

j. EMSC shall actively and cooperatively participate in any committees, such as EMS for Children Committee, as listed in Appendix A.

k. EMSC Receiving Center shall submit EMSC data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and EMSC Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of EMSC Receiving Center standards and may result in suspension and/or revocation of EMSC Receiving Center.

l. EMSC Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and Kaiser Foundation Hospital-San Francisco

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This Memorandum of Understanding ("MOU") is made March 31, 2023 in the City and County of San Francisco, State of California, by and between Kaiser Foundation Hospitals, a California nonprofit public benefit corporation, ("KFH") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Kaiser Foundation Hospital – San Francisco ("Receiving Facility") a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Kaiser Foundation Hospital-San Francisco, a hospital that has been designated to receive EMS patients by the LEMSA and, where appropriate, KFH as the owner and operator of Kaiser Foundation Hospital – San Francisco.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on March 31, 2023 and expire 5 years later on March 30, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center; and

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to its Specialty Receiving Center services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 Services

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix C (STEMI Receiving Center Statement of Work); and

4.1.3 Appendix D (Stroke Receiving Center Statement of Work).

4.2 Qualified Personnel.

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility‘s authorized subcontractors) to perform the Services. Subcontracting.

4.3 Independent Contractor.

For the purposes of this Article 4, “Receiving Facility” shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility’s performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 Assignment.

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU.

4.5 Activities at Receiving Facility’s Expense.

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility’s expense and without cost to City.

4.6 Warranty.

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(f) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(g) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal, unless the policy has been replaced with comparable coverage. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including all claims for breach of federal and/or

state law regarding the privacy of health information, electronic records or related topics, including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City, in which case damages shall be apportioned pro rata in proportion to each Party's percentage of fault.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 Nondiscrimination Requirements.

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfdph.org
To Receiving Facility:	NICOLE THOMSON AREA FINANCE OFFICER, GOLDEN GATE SERVICE AREA KAISER FOUNDATION HOSPITAL-SAN FRANCISCO

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Sunshine Ordinance.

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 MOU Made in California; Venue.

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 Construction.

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 Entire Agreement.

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, “Modification of this Agreement.”

11.7 Compliance with Laws.

Receiving Facility shall keep itself fully informed of the City’s Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to

Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 **Protected Health Information.**

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 **City Data**

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 4/10/2023
29F685F5254A4F0...

Receiving Facility

Kaiser Foundation Hospital-San Francisco

DocuSigned by:
Nicole Thomson 4/6/2023
423E0EAAB0E843A8...
NICOLE THOMSON
AREA FINANCE OFFICER

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 4/12/2023
DD821142FB724F0...

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson
BD54C68A4C3B452...

4/10/2023

Louise S. Simpson
Deputy City Attorney

Appendices

A: Statement of Work–Receiving Facility
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. STAR Committee (Specialty Designations Only)

d. Stroke Committee (Specialty Designations Only)

e. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to

an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C – STEMI Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. **Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC ("STAR")] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco,

acting by and through its Department of Emergency Management

and

Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH") and Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC")

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This Memorandum of Understanding ("MOU") is made on December 1, 2022 in the City and County of San Francisco, State of California, by and between Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH") and Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC") ("Receiving Facility") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH") at 900 Hyde St, San Francisco, CA 94109 and Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC") 450 Stanyan St., San Francisco, CA 94117, a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on December 1, 2022 and expire 5 years later on November 30, 2027, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to is Specialty Receiving Center

services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 **Services**

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix C (STEMI Receiving Center Statement of Work);

4.1.3 Appendix D (Stroke Receiving Center Statement of Work);

4.2 **Qualified Personnel.**

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility's authorized subcontractors) to perform the Services. Subcontracting.

4.3 **Independent Contractor.**

For the purposes of this Article 4, "Receiving Facility" shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility's performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 **Assignment.**

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 **Activities at Receiving Facility's Expense.**

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense and without cost to City, unless said Receiving Facility is a City agency or employee providing services under this MOU.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Receiving Facility's liability pursuant to the "Indemnification" section of this MOU, Receiving Facility must maintain in force, during the full term of the MOU, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(h) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 General Indemnification.

Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Receiving Facility, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all Claims for breach of federal and/or state law regarding the privacy of health information, electronic records or related topics.

Article 6 Liability of the Parties

6.1 Liability for Incidental and Consequential Damages.

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 **Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 **Nondiscrimination Requirements.**

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 **Notices to the Parties.**

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	DARYN J. KUMAR, PRESIDENT AND CEO SAINT FRANCIS MEMORIAL HOSPITAL, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION ("SFMH") 900 HYDE ST., SAN FRANCISCO, CA 94109 415-353-6000 DARYN.KUMAR@DIGNITYHEALTH.ORG DARYN J. KUMAR, PRESIDENT AND CEO Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC") 450 Stanyan St., San Francisco, CA 94117 415-668-1000 daryn.kumar@dignityhealth.org

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Sunshine Ordinance.**

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 **MOU Made in California; Venue.**

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 **Compliance with Laws.**

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 **Third Party Beneficiaries.**

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 Protected Health Information.

Receiving Facility and all agents and employees Receiving Facility shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Receiving Facility by City in the performance of this MOU. Receiving Facility agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Receiving Facility or its subcontractors or agents by City, Receiving Facility shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 13 Data and Security

13.1 City Data

13.1.1 **Data Breach; Loss of City Data**. In the event of any breach of City Data that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Receiving Facility that relate to the protection of the security, confidentiality, or integrity of City Data, Receiving Facility shall notify the City immediately following discovery, but no later than twenty-four (24) hours, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the City in accordance with the City's directives.

13.1.2 **Data Privacy and Information Security Program.** Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the MOU. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this MOU, unless otherwise permitted in this MOU. The Receiving Facility shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 12/2/2022
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APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 12/5/2022
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APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson 12/7/2022
BD54168A4C3B452...
Louise S. Simpson
Deputy City Attorney

Receiving Facility

Saint Francis Memorial Hospital, a California nonprofit public benefit corporation ("SFMH")

DocuSigned by:
Daryn Kumar 12/2/2022
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Daryn J. Kumar
President and CEO

Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC")

DocuSigned by:
Daryn Kumar 12/2/2022
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Daryn J. Kumar
President and CEO

Appendices

A: Statement of Work–Receiving Facility
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C –STEMI Receiving Center

Applicable to Dignity Health, a California nonprofit public benefit corporation d/b/a St. Marys' Medical Center ("SMMC")

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. **Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and

protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC ("STAR")] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA

upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and The Regents of the University of California, A Constitutional Corporation, on behalf of its UCSF Medical Center

TABLE OF CONTENTS

This Memorandum of Understanding ("MOU") is made October 1, 2023 in the City and County of San Francisco, State of California, ("City") by and between The Regents of the University of California, A Constitutional Corporation, on behalf of its UCSF Medical Center ("Receiving Facility") and the City and County of San Francisco, acting by and through its Department of Emergency Management.

Recitals

WHEREAS, the San Francisco Department of Emergency Management is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the Health Insurance Portability and Accountability Act of 1996 ; and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Parnassus: 505 Parnassus Ave., San Francisco, CA., 94143 and Mission Bay: 1975 4th St. (First Floor), San Francisco, CA., 94158, a hospital(s) that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on October 1, 2023 and expire 5 years later on September 30, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit**

Receiving Facility agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours accurate records, including but not limited to patient care, staffing, operations, training records, and all other records relating to is Specialty Receiving Center services performed under this MOU. Receiving Facility will permit City to audit such books and records related to all matters covered by this MOU.

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 Services

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work) - Parnassus Emergency Department and Mission Bay Emergency Department.

Receiving Facility may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix C (STEMI Receiving Center Statement of Work) – Parnassus Emergency Department;

4.1.3 Appendix D (Stroke Receiving Center Statement of Work) – Parnassus Emergency Department;

4.1.4 Appendix F (EMS for Children (EMSC) Statement of Work) – Mission Bay Emergency Department.

4.2 Qualified Personnel.

Receiving Facility shall utilize only competent personnel, as determined by Receiving Facility, under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility's authorized subcontractors) to perform the Services in accordance with Receiving Facility's practice procedures and protocols.

4.3 Independent Contractor.

For the purposes of this Article 4, "Receiving Facility" shall be deemed to include not only Receiving Facility, but also any agent or employee of Receiving Facility. Receiving Facility acknowledges and agrees that at all times, Receiving Facility or any agent or employee of Receiving Facility shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this MOU. Receiving Facility, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Receiving Facility or any agent or employee of Receiving Facility shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Receiving Facility or any agent or employee of Receiving Facility is liable for the acts and omissions of itself, its employees and its agents. Receiving Facility shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Receiving Facility's performing services and work, or any agent or employee of Receiving Facility providing same. Nothing in this MOU shall be construed as creating an employment or agency relationship between City and Receiving Facility or any agent or employee of Receiving Facility.

4.4 Assignment.

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU.

4.5 **Activities at Receiving Facility's Expense.**

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense and without cost to City, unless said Receiving Facility is a City agency or employee providing services under this MOU.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Each Party shall, at such Party's own expense, obtain, maintain, and keep in full force and effect, at all times during the term hereof, insurance coverage with respect to its property, plant and equipment and its activities conducted thereon and under this Agreement consisting of::

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $5,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Receiving Facility's profession, with limits not less than $5,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability coverage (RESERVED).

(f) Cyber and Privacy Insurance with limits of not less than $5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

(g) Receiving Facility shall be permitted to use umbrella, excess coverage and/or a program of self-insurance to meet the required limits for insurance in this section.

(h) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as additional insured the City and County of San Francisco, its Officers, Agents, and Employees.

(i) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this MOU, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.2 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation or intended non-renewal. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.3 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Receiving Facility, its employees, agents and subcontractors.

5.2 **Indemnification.**

5.2.1 **General Indemnity**: Receiving Facility shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), including infringement and/or intellectual property claims ("Claims"), arising from Receiving Facility's performance of this MOU, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Receiving Facility, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all Claims for breach of federal and/or state law regarding the privacy of health information, electronic records or related topics.

5.2.2 **Breach Indemnity**: Each Party shall defend, indemnify, and hold the other, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of a claim for data breach, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents or employees.

Article 6 Liability of the Parties

6.1 **Liability for Incidental and Consequential Damages.**

IN NO EVENT EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 Termination for Convenience

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 Alcohol and Drug-Free Workplace.

Receiving Facility acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises.

10.2 Nondiscrimination Requirements.

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	**Andrew Holcomb, MS, EMS Director,** **San Francisco EMS Agency** Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	**Cynthia Barginere, DNP, RN, FACHE / President of Adult Services** Parnassus: 505 Parnassus Ave., San Francisco, CA., 94143 Phone: 415.353.1037 cynthia.barginere@ucsf.edu **Joan Zoltanski, MD, MBA / Chief Medical Officer and Interim President of UCSF Benioff Children Hospitals** Mission Bay: 1975 4th St. (First Floor), San Francisco, CA., 94158 Phone: 415.353.1818 joan.zoltanski@ucsf.edu

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.**

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Sunshine Ordinance.**

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 **MOU Made in California; Venue.**

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 **Construction.**

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 **Entire Agreement.**

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 3.3.1, "Formal Amendment"."

11.7 **Compliance with Laws.**

The Parties shall comply with all applicable laws in the performance of this Agreement. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed as Receiving Facility's contractual commitment to any law, regulation or ordinance to which Receiving Facility is exempt as a California Constitutional Corporation.

11.8 **Severability.**

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 **Cooperative Drafting.**

This MOU has been drafted through a cooperative effort of City and Receiving Facility, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security

12.1 Protected Health Information.

Each Party shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed in the performance of this MOU. Each Party agrees that any failure of the other Party to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that a Party pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to the other party, or its subcontractors or agents, the disclosing Party shall indemnify the other Party for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the non-breaching Party may terminate the Contract.

Article 13 Data and Security

13.1 Confidential Information

13.1.1 **Data Breach; Loss of Confidential Information**. In the event of any breach of Confidential Information that compromises or is suspected to compromise the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative, or organizational safeguards put in place by the receiving party that relate to the protection of the security, confidentiality, or integrity of Confidential Information, receiving party shall notify the other Party immediately following discovery, but no later 5 business days, of becoming aware of such occurrence or suspected occurrence and shall thereafter cooperate with the other Party.

13.1.2 **Confidential Information Privacy and Information Security Program.** Without limiting the Party's obligation of confidentiality as further described herein, Each Party shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; (iii) protect against unauthorized disclosure, access to, or use of the Confidential Information; (iv) ensure the proper disposal of Confidential Information, as applicable,; and, (v) ensure that all of the Party's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.1.3 **Data Transmission.** Each Party shall ensure that all electronic transmission or exchange of Confidential Information will be encrypted using current industry standards. Each Party shall also ensure that all Confidential Information exchanged shall be used expressly and solely for the purposes stated in the MOU. Confidential Information shall not be distributed, repurposed, or shared across other applications, environments, or business units of the other Party not involved in

administration of this MOU, unless otherwise permitted in this MOU or authorized by the other Party. Each Party shall ensure that no Confidential Information of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Parties.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 10/23/2023
29F685F5254A4F0...

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 10/24/2023
DD821142FB724F0...

APPROVED AS TO FORM

David Chiu
City Attorney

DocuSigned by:
Louise Simpson 10/26/2023
B5541C44C3B452...
Louise S. Simpson
Deputy City Attorney

Receiving Facility

UCSF Health / Medical Center
Parnassus: 505 Parnassus Ave., San Francisco, CA., 94143
Phone: 415.353.1037

DocuSigned by:
9/26/2023
73D352D65E77408...
Cynthia Barginere, DNP, RN, FACHE / President of Adult Services

Mission Bay: 1975 4th St. (First Floor), San Francisco, CA., 94158
Phone: 415.353.1818

DocuSigned by:
Joan Zoltanski 10/12/2023
FBE013497CA748A...
Joan Zoltanski, MD, MBA / Chief Medical Officer and Interim President of UCSF Benioff Children Hospitals

Appendices

A: Statement of Work–Receiving Facility
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center
F: Statement of Work–EMS for Children Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all applicable provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. To the extent required and in compliance with California Health and Safety Code Section 1797.122 and Cal. Code Regs. Tit. 22, §§ 100270.126, 100270.228, and 100450.223, Receiving Facility shall release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized critical care transport, ALS, and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with critical care transports and permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, including but not limited to pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel in compliance with LEMSA Policy No. 6020.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility use industry standard efforts to offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix C – STEMI Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Hospital shall, to the extent operationally feasible and not disproportionately detrimental to other Hospital patients, accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC (“STAR”)] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Hospital shall, to the extent operationally feasible and not disproportionately detrimental to other Hospital patients, accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

Appendix F – EMS for Children (EMSC)

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED EMSC RECEIVING CENTER:

1. Approved EMSC Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide EMSC Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in EMSC Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5012.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for EMSC Receiving Center designation. EMSC Center shall provide support to EMSC Plan as specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a EMSC Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to EMSC designation criteria as specified in LEMSA policy and Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224.

b. Hospital shall, to the extent operationally feasible and not disproportionately detrimental to other Hospital patients, accept all City and County San Francisco EMS patients triaged as having a suspected EMSC transported to Receiving Facility designated as a EMSC Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. EMSC Receiving Center acknowledges that LEMSA does not guarantee EMSC patients will be delivered or diverted to EMSC Receiving Center for care and cannot assure that a minimum number of EMSC patients will be delivered to EMSC Receiving Center during term of this MOU.

d. EMSC Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical EMSC equipment or personnel not be available. EMSC Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent EMSC Receiving Center capabilities may lead to suspension and/or termination of EMSC Receiving Center designation.

e. EMSC Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy 5012 Pediatric Critical Care Standards. EMSC Receiving

Center shall monitor compliance with LEMSA standards for EMSC Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. EMSC Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of EMSC Receiving Center designation.

g. EMSC Receiving Center shall immediately notify LEMSA of any circumstances that will prevent EMSC Receiving Center from providing EMSC services and immediately update its status in the ReddiNet system if unable to provide EMSC services.

h. EMSC Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet EMSC Receiving Center standards within the timeframes established by LEMSA.

i. EMSC Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of EMSC patients.

j. EMSC shall actively and cooperatively participate in any committees, such as EMS for Children Committee, as listed in Appendix A.

k. EMSC Receiving Center shall submit EMSC data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and EMSC Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of EMSC Receiving Center standards and may result in suspension and/or revocation of EMSC Receiving Center.

l. EMSC Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100450.200 – 100450.224, unless additional data points are adopted via LEMSA committees.

City and County of San Francisco
San Francisco Department of Emergency Management
Emergency Medical Services Agency
333 Valencia St, Suite 210
San Francisco, California 94103

Agreement between the City and County of San Francisco, acting by and through its Department of Emergency Management and Priscilla Chan and Mark Zuckerberg San Francisco General Hospital and Trauma Center (ZSFG)

TABLE OF CONTENTS

This Memorandum of Understanding ("MOU") is made July 1, 2023 in the City and County of San Francisco, State of California, by and between the San Francisco Department of Public Health ("DPH") and the San Francisco Department of Emergency Management ("DEM").

Recitals

WHEREAS, DEM is the designated local Emergency Medical Services Agency ("LEMSA") for the City and County of San Francisco, under California Health and Safety Code § 1797.200; and

WHEREAS, California Health and Safety Code §§ 1797.204, 1797.220, and 1797.222, authorize and require LEMSA to plan, implement, and evaluate the EMS system, including destination and transport policies; and

WHEREAS, Under California Health and Safety Cod, §§ 1797.88, 1798.170 and 1798.172, LEMSA establishes guidelines and standards for transport and transfer of patients to hospitals; and

WHEREAS, Cal. Code Regs. Tit. 22, §§ 100170 and 100169 state that the local EMS Medical Director shall establish and maintain medical control by establishing policies regarding patient destination; and

WHEREAS, Parties wish to make Receiving Facility a recognized and approved receiving facility for ambulances permitted by LEMSA; and

Now, **THEREFORE**, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this MOU:

1.1. **"Base Hospital"** means a designated Receiving Facility providing online medical direction based on LEMSA Medical Control, policies, and protocols via California Health and Safety Code Section 1798.100 and 1797.58.

1.2. **"City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Department of Emergency Management.

1.3. **"Confidential Information"** means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI'), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.4. **"Hospital"** means an acute care hospital licensed in California with at least a permit for basic emergency service.

1.5. **"Local EMS Agency (LEMSA)"** means the San Francisco EMS Agency having primary responsibility for administration of emergency medical services in the City and County of San Francisco as designated by California Health and Safety Code, Division 2.5, Section 1797.200.

1.6. **"LEMSA Medical Director"** means the San Francisco Director of Health, or his or her designee, responsible for the duties set forth in California Health and Safety Code, Division 2.5, Section 1797.202.

1.7. **"Medical Control"** means the medical direction and management of the EMS system pursuant to California Health and Safety Code, Division 2.5, Section 1798.

1.8. "**Medical Record**" means all patient care interaction and assessment data collected and/or generated by Receiving Facility and included in Receiving Facility's electronic medical record system, including but not limited to a record of a patient's medical information (such as medical history, care or treatments received, test results, diagnoses, and medications taken).

1.9. "**Receiving Facility**" means Zuckerberg San Francisco General Hospital ("ZSFG"), a hospital that has been designated to receive EMS patients by the LEMSA.

1.10. "**Specialty Receiving Center**" means an approved Receiving Facility by LEMSA that has been designated by LEMSA to perform specified emergency medical services systems functions pursuant to regulations established by the authority.

Article 2 Term of the MOU

2.1 **Initial Term.**

The term of this MOU shall commence on July 1, 2023 and expire 5 years later on June 30, 2028, unless earlier terminated as otherwise provided herein.

Article 3 Fees

3.1 **Fees**.

As authorized by Sections 1798, 1798.2, and 1798.164 of the California Health and Safety Code, fees are due and payable annually in advance to the LEMSA by the following facilities (as defined in Section 901 of the San Francisco Health Code) that receive patients through ambulance service providers:

(1) Receiving Hospital;

(2) STEMI (ST segment elevation myocardial infarction) Center;

(3) Stroke Center.

Receiving Facility fees may be adjusted each year. Annually LEMSA will publish a memorandum updating fees to be paid.

3.2 **Audit (Reserved for ZSFG)**

3.3 **MOU Amendments.**

3.3.1 **Formal Amendment**. This MOU may be amended only by a formal modification executed and approved in the same manner as the original MOU.

3.3.2 **No-Cost MOU:** This is a no-cost MOU. In no event may the City compensate Receiving Facility under this MOU.

Article 4 Services

4.1 **Services**

Receiving Facility must provide the general services detailed in:

4.1.1 Appendix A (Receiving Facility Statement of Work)

and may provide the Specialty Designation Center services detailed in:

4.1.2 Appendix B (Base Hospital Statement of Work);

4.1.3 Appendix C (STEMI Receiving Center Statement of Work);

4.1.4 Appendix D (Stroke Receiving Center Statement of Work);

4.1.5 Appendix E (Trauma Receiving Center Statement of Work);

4.2 **Qualified Personnel.**

Receiving Facility shall utilize only competent personnel under the supervision of, and in the employment of, Receiving Facility (or Receiving Facility's authorized subcontractors) to perform the Services. Subcontracting.

4.3 **Independent Contractor. (Reserved for ZSFG)**

4.4 **Assignment.**

The Services to be performed by Receiving Facility are personal in character. Neither this MOU, nor any duties or obligations hereunder, may be assigned unless first approved by City by written instrument executed and approved in the same manner as this MOU

4.5 **Activities at Receiving Facility's Expense.**

Any act that Receiving Facility performs under this MOU or applicable law shall be performed at Receiving Facility's expense.

4.6 **Warranty.**

Receiving Facility warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally all state, federal and local laws, regulations, requirements, and accepted professional standards prevailing at the time the Services are performed, so that all Services are performed as contemplated in this MOU as detailed in the Appendices.

Article 5 Insurance and Indemnity (Reserved for ZSFG)

5.1 **General Indemnification. (Reserved for ZSFG)**

Article 6 Liability of the Parties

6.1 **Liability for Incidental and Consequential Damages. (Reserved for ZSFG)**

Article 7 Payment of Taxes (RESERVED)

Article 8 Termination and Default

8.1 **Termination for Convenience**

Either party may terminate this agreement for convenience by giving the other party ninety (90) days' prior written notice of termination. The notice shall specify the date on which termination shall become effective. Any pre-paid fees are nonrefundable

Article 9 Rights In Deliverables (RESERVED)

Article 10 Additional Requirements Incorporated by Reference

10.1 **Alcohol and Drug-Free Workplace.**

City reserves the right to deny access to, or require Receiving Facility to remove from performance of services under this MOU personnel of any Receiving Facility who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to protect the health and well-being of City employees and the general public. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol. For clarity, for purposes of this MOU "controlled substance" includes cannabis and derivative products.

10.2 Nondiscrimination Requirements.

In the performance of this MOU, Receiving Facility agrees that it will not discriminate against any individual because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship because of habit, local custom, or otherwise.

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this MOU, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City:	Andrew Holcomb, MS, EMS Director, San Francisco EMS Agency Department of Emergency Management City and County of San Francisco 333 Valencia St, Suite 210, San Francisco, CA 94103 628-217-6014 andrew.holcomb@sfgov.org
To Receiving Facility:	SUSAN EHRLICH, MD ZUCKERBURG SAN FRANCISCO GENERAL 1001 POTRERO AVE, SAN FRANCISCO, CA 94110 628-206-8000 SUSAN.EHRLICH@SFDPH.ORG

Any notice of default must be sent by registered mail or other trackable overnight delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Receiving Facility shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Sunshine Ordinance.

Receiving Facility acknowledges that this MOU and all records related to its formation, Receiving Facility's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco

Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4 MOU Made in California; Venue.

The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this MOU shall be in San Francisco.

11.5 Construction.

All paragraph captions are for reference only and shall not be considered in construing this MOU.

11.6 Entire Agreement.

This contract sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.7 Compliance with Laws.

Receiving Facility shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Receiving Facility's performance of this MOU, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.8 Severability.

Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.9 Cooperative Drafting.

This MOU has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the MOU reviewed and revised by legal counsel. No Party shall be considered the drafter of this MOU, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this MOU.

11.10 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this MOU, and no action to enforce the terms of this MOU may be brought against either party by any person who is not a party hereto.

Article 12 Data and Security (Reserved)

Article 13 Data and Security (Reserved)

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this MOU. By signing this MOU, Receiving Facility confirms that Receiving Facility has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day first mentioned above.

RECOMMENDED

Mary Ellen Carroll
Executive Director
Department of Emergency Management

DocuSigned by:
Mary Ellen Carroll 6/22/2023
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Receiving Facility

Zuckerberg San Francisco General

DocuSigned by:
Greg Wagner 6/20/2023
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Grant Colfax, MD
Director of Health
Department of Public Health

APPROVED

John F, Brown, M.D.
Medical Director
San Francisco LEMSA

DocuSigned by:
John Brown 6/23/2023
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Appendices

A: Statement of Work–Receiving Facility
B: Statement of Work–Base Hospital Receiving Center
C: Statement of Work–STEMI Receiving Center
D: Statement of Work–Stroke Receiving Center
E: Statement of Work–Trauma Receiving Center

Appendix A – Receiving Facility

STATEMENT OF WORK

I. Receiving Hospital And Specialty Designation Approval Process

1. Pursuant to San Francisco Health Code § 914.5, and LEMSA Policy No. 5010 (all LEMSA policies can be found at https://sf.gov/emsa), no Receiving Facility shall receive patients through ambulance service providers without first obtaining a Certificate of Participation from the LEMSA. Any Receiving Facility seeking to obtain a Certificate of Participation must:

a. **Application**: Apply to the LEMSA, by submitting all necessary information and paying all applicable fees under San Francisco business and Tax Code § 249, and

b. **Inspections**: Allow inspections required by the LEMSA.

2. For specialty designation(s), Receiving Facilities must be approved by the LEMSA in compliance with the following:

a. **Base Hospital** – means a paramedic base hospital designated by the LEMSA to provide medical direction and supervision of paramedic personnel (LEMSA Policy No. 5011; and Cal. Code Regs. Tit. 22, § 100169).

b. **Emergency Medical Services for Children ("Pediatric Receiving Center")** - means a licensed general acute care hospital with, at a minimum, a permit for standby, basic, or comprehensive emergency services that has been formally designated as one of four types of Pediatric Receiving Centers pursuant to Cal. Code Regs. Tit. 22, §§ 100450.218 - 100450.222, by the LEMSA for its role in an EMS system (LEMSA Policy No. 5012; and Cal. Code Regs. Tit. 22, § 100450.210).

c. **Trauma Receiving Center** - means a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA (LEMSA Policy Nos. 5013 and 5014; and Cal. Code Regs. Tit. 22, § 100248).

d. **Stroke Receiving Center** - means a hospital that treats stroke patients as designated by the LEMSA in the stroke critical plan (LEMSA Policy No. 5015; and Cal. Code Regs. Tit. 22, § 100270.220)

e. **STEMI/STAR Receiving Center** - means a licensed general acute care facility that meets the minimum hospital STEMI care requirements pursuant to Section 100270.124 and is able to perform percutaneous coronary intervention ("PCI") (LEMSA Policy No. 5016; and Cal. Code Regs. Tit. 22, § 100270.117).

II. General Requirements For All Approved Receiving Facilities

1. Approved Receiving Facilities shall perform as follows:

a. Maintain acute care hospital licensure from the California Department of Public Health ("CDPH") with a permit from CDPH for basic emergency services or greater.

b. Provide emergency services on a continuous twenty-four (24) hours per day basis.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who receive EMS patients (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010. LEMSA shall work with Receiving Facility to designate and implement appropriate training to ensure staff competency.

e. Understand that the LEMSA may deny, suspend, or revoke the approval of a Receiving Facility, including any Specialty Designation, for failure to comply with applicable LEMSA policies, procedures, and regulations.

f. Provide, in a location easily accessible to employees, a current LEMSA Policy and Procedure Manual and Protocol Manual.

2. Emergency Medical Services ("EMS") System Committees:

All Receiving Facilities must participate (attend a minimum of 75% of Committee meetings annually, as determined by the LEMSA acting in its sole discretion) in the following EMS System Committees which will be convened on a periodic basis, but not greater than a six-month interval, by the LEMSA:

a. Emergency Medical Services Advisory Committee ("EMSAC")

b. Quality Improvement Committee

c. Trauma Committee (Specialty Designations Only)

d. STAR Committee (Specialty Designations Only)

e. Stroke Committee (Specialty Designations Only)

f. EMS for Children (Specialty Designations Only)

g. Other Committees determined by the LEMSA

3. Performance Standards – Receiving Facility Shall:

a. Comply with all state laws and regulations regarding the provision of EMS.

b. Comply with all provisions, including fee provisions, of San Francisco Health Code, Articles 3 (Hospitals) and 14 (Ambulances and Routine Medical Transport Vehicles), including any and all amendments thereto, if any, whether enacted before or during the term of this MOU and any extensions.

c. Comply with all LEMSA EMS Policies, Procedures and Protocols, and Directives as approved and amended.

d. Comply with the Emergency Medical Treatment and Labor Act ("EMTALA") (42 U.S.C § 1395dd) and the regulations promulgated thereunder for any receipt or transfer of a patient.

4. Document Development, Retention, and Release:

a. In compliance with California Health and Safety Code Section 1797.122, Receiving Facility shall Release patient-identifiable medical information to:

i. An EMS provider, information regarding a patient who was treated, or transported to the hospital by that EMS provider, to the extent that specific data elements are requested for quality assessment and improvement purposes.

ii. The LEMSA, to the extent that specific data elements (including but not limited to patient contacts, turnover reports, and interactions) are requested for quality assessment and improvement purposes.

b. Receiving Facility shall document all patient contacts, turnover reports, and interactions if patient is received by EMS personnel. If a patient is transferred between Receiving Facilities or other licensed healthcare facilities by ambulance, the Receiving Facility shall send medical records with the patient.

5. Ambulance Use For Patient Transfers:

a. Receiving Facility shall use only Authorized ALS and BLS Ambulance Services in San Francisco for patient transfers that start within the City and County of San Francisco and end within the City and County of San Francisco. Authorized ALS and BLS Ambulance Services within the City and County of San Francisco are issued a Certificate of Operations by the LEMSA.

b. Receiving Facility shall enter into rapid ambulance transport agreement(s) with permitted ambulance service provider(s) for patient transfers for emergency services that Receiving Facility does not provide or provides on an intermittent basis, only, such as pediatrics, burns, and/or trauma.

c. Receiving Facility shall use the 911-system for patient transfers only if failure to obtain ambulance services would result in a significant chance of patient morbidity or mortality.

d. Receiving Facility shall use ambulance services providing the appropriate level of care for patient transfers in compliance with LEMSA Policy No. 5030.

e. Receiving Facility shall prepare and submit to LEMSA written exception reports on patient receipt and/or transfer incidents involving EMS personnel.

f. Receiving Facility shall provide additional information and reports as requested by LEMSA for quality improvement, including but not limited to reports regarding policy compliance, case reviews, continuing education, and/or others as required by the LEMSA acting in its sole discretion.

6. Disaster Preparedness

a. Receiving Facility shall annually participate in a least one system-wide discussion-based exercise and one system-wide functional exercise to facilitate coordination among EMS Receiving Facilities, the EMS system, and LEMSA, as determined by the LEMSA Medical Director.

b. Receiving Facility shall ensure that staff (i) are logged into ReddiNet twenty-four (24) hours per day with an unobstructed screen view; and (ii) respond to drill and real-time events such as Mass Casualty Incident polls within 5 minutes, in accordance with LEMSA Policy No. 8000. Failure to do so shall result in a material breach, and immediate termination, of this MOU, as determined by LEMSA acting in its sole discretion.

7. Incident Reporting

a. Receiving Facility shall file (by email exceptionreport@sfgov.org) an Exception Report form (form is located at https://sf.gov/emsa) consistent with LEMSA Policy No. 6020 within time frame reporting requirements set forth in LEMSA Policy No. 6020.

8. Ambulance Patient Offloads

a. Receiving Facility shall offload patients in the time interval and standards as listed LEMSA Policy Nos. 4000.1 and 5010. Ambulance patient offload time is defined as the interval between arrival of an ambulance patient at an emergency department and the time that the patient is transferred to an emergency department gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient.

b. Receiving Facility understands that failure timely to offload patients may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

9. Ambulance Diversion

a. Receiving Facility shall follow LEMSA Policy Nos. 5010 and 5020, as they relate to declaration of ambulance diversion, internal disaster, and/or monthly utilization of ambulance diversion.

b. Receiving Facility understands that failure to minimize ambulance diversion may result in progressive sanctions to the Receiving Facility, imposed by the LEMSA, acting in its sole discretion, under LEMSA Policy No. 5010.

10. Hospital Notification of Exposure

a. Receiving Facility shall comply with California Health and Safety Code § 1797.188, which requires hospitals to provide timely notification to prehospital emergency medical care personnel who rendered emergency medical or rescue services, or were knowingly or unknowingly exposed, to a patient afflicted with a communicable disease or condition listed as reportable that can be transmitted through physical or oral contact or secretions of the body, including blood.

b. Receiving Facility shall comply with all time and posting standards in California Health and Safety Code Section § 1797.188 for exposure reporting.

Appendix B – Base Hospital

STATEMENT OF WORK

I. General Requirements For Approved Base Hospital:

1. Approved Base Hospital authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility.

b. Provide Base Hospital Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as listed in LEMSA Policy No. 5011 and Cal. Code Regs. Tit. 22, § 100169.

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010.

d. Train and ensure competency of hospital staff, who participate in Base Hospital Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy Nos. 5010 and 2080. LEMSA shall work with Base Hospital Receiving Center to designate and implement appropriate training to ensure staff competency.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Base Hospital Receiving Center designation, as specified by LEMSA Policy Nos. 5011 and 6000. Base Hospital Receiving Center shall provide support to Base Center Plan as required in California, Health and Safety Code §§ 1798.100, 1798.102, and 1798.104.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Base Hospital Receiving Center designation for failure to comply with applicable LEMSA policies, procedures, and regulations.

2. Base Hospital Participation and Personnel

a. A LEMSA Medical Director may designate hospitals or other approved entities to provide medical direction of prehospital emergency medical care personnel, within its area of jurisdiction.

b. A Base Hospital Medical Director and Program Coordinator shall be designated at the Receiving Facility. The Receiving Facility shall notify the LEMSA immediately of any personnel changes.

3. Training and Continuing Education

a. Base Hospital shall provide continuing education and training on a minimum of a quarterly basis for Base Hospital Physicians and prehospital personnel.

4. Quality Improvement

a. Base Hospital shall submit a Quality Improvement Plan for approval by the LEMSA on an annual basis.

5. Base Hospital Obligation

a. Base Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Base hospital designation criteria, as

specified in California Health and Safety Code 1798.2, 1797.58, 1797.59, Cal. Code Regs. Tit. 22, § 100169, and LEMSA Policy No. 5011.

Appendix C – STEMI Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STEMI RECEIVING CENTER:

1. Approved STEMI Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide STEMI Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020, including use of field to hospital 12-lead transmission.

d. Train and ensure competency of hospital staff, who participate in STEMI Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5016. LEMSA shall work with STEMI Receiving Center to designate and implement appropriate training to ensure staff competency.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for STEMI Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a STEMI Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to STEMI designation criteria as specified in LEMSA policy No. 5016 and Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127.

b. Accept all City and County of San Francisco EMS patients triaged as having a suspected STEMI transported to Receiving Facility designated as a STEMI Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. STEMI Receiving Center acknowledges that LEMSA does not guarantee STEMI patients will be delivered or diverted to STEMI Receiving Center for care and cannot assure that a minimum number of STEMI patients will be delivered to STEMI Receiving Center during term of this MOU.

d. STEMI Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical STEMI equipment or personnel not be available. STEMI Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent STEMI Receiving Center capabilities may lead to suspension and/or termination of STEMI Receiving Center designation.

e. STEMI Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, LEMSA Policy No. 5016 [STEMI and ROSC (“STAR”)] Receiving Center Standards. STEMI Receiving Center shall monitor compliance with LEMSA standards for STEMI Receiving Center on a regular and ongoing basis. Documentation of such

efforts shall be made available to LEMSA upon request.

f. STEMI Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of STEMI Receiving Center designation.

g. STEMI Receiving Center shall immediately notify LEMSA of any circumstances that will prevent STEMI Receiving Center from providing STEMI services and immediately update its status in the ReddiNet system if unable to provide STEMI services.

h. STEMI Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet STEMI Receiving Center standards within the timeframes established by LEMSA.

i. STEMI Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of STEMI patients.

j. Hospital shall actively and cooperatively participate in any committees, such as STAR Committee, as listed in Appendix A (Receiving Facility).

k. STEMI Receiving Center shall submit STEMI data and CARES data to LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and STEMI Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines CAD. Failure to participate or submit data in the LEMSA specified data system(s) is a material breach of STEMI Receiving Center standards and may result in suspension and/or revocation of STEMI Receiving Center.

l. STEMI Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.101 – 100270.127, unless additional data points are adopted via LEMSA committees.

3. Liability for Use of Equipment

City shall not be liable for any damage to persons or property as a result of the misuse of equipment used by Receiving Facility, or by any of their employees, even though such equipment is furnished, rented or loaned by City. This includes utilization of a mechanical CPR device purchased by LEMSA.

Appendix D – Stroke Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED STROKE RECEIVING CENTER:

1. **Approved Stroke Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:**

a. Maintain status as a Receiving Facility

b. Provide Stroke Receiving Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

c. Use and maintain telecommunications as specified by LEMSA Policy Nos. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Stroke Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy No. 5010 and 5015. LEMSA shall work with Stroke Receiving Center to designate and implement appropriate training to ensure staff competency.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Stroke Receiving Center designation as specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Stroke Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. **Hospital Obligations**

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to Stroke designation criteria which as specified in LEMSA policy No. 5015 and Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected stroke transported to Receiving Facility designated as a Stroke Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Stroke Receiving Center acknowledges that LEMSA does not guarantee stroke patients will be delivered or diverted to Stroke Receiving Center for care and cannot assure that a minimum number of stroke patients will be delivered to Stroke Receiving Center during term of this MOU.

d. Stroke Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical stroke equipment or personnel not be available. Stroke Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Stroke Receiving Center capabilities may lead to suspension and/or termination of Stroke Receiving Center designation.

e. Stroke Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5015 Stroke Center Standards. Stroke Receiving Center shall monitor compliance with LEMSA standards for Stroke Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA

upon request.

f. Stroke Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Stroke Receiving Center status.

g. Stroke Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Stroke Receiving Center from providing stroke services and immediately update its status in the ReddiNet system if unable to provide stroke services.

h. Stroke Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Stroke Receiving Center standards within the timeframes established by LEMSA.

i. Stroke Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other s regarding care and transfer of stroke patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Stroke Committee, as listed in Appendix A.

k. Stroke Receiving Center shall submit stroke data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Stroke Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Currently, the LEMSA specified data system is American Health Association Get with the Guidelines Stroke. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Stroke Receiving Center standards and may result in suspension and/or revocation of Stroke Receiving Center.

l. Stroke Receiving Center shall, at a minimum, collect and maintain the data specified in Cal. Code Regs. Tit. 22, §§ 100270.200 – 100270.229, unless additional data points are adopted via LEMSA committees.

Appendix E – Trauma Receiving Center

STATEMENT OF WORK

I. GENERAL REQUIREMENTS FOR APPROVED TRAUMA RECEIVING CENTER:

1. Approved Trauma Receiving Center authorized to participate in the LEMSA EMS system shall perform as follows:

a. Maintain status as a Receiving Facility

b. Provide Trauma Center services on a continuous twenty-four (24) hours per day basis to the capability as specified in California, Health and Safety Code 1798.165 and Cal. Code Regs. Tit. 22, §§ 100236 – 100266 (licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA).

c. Use and maintain telecommunications as specified by LEMSA Policy No. 3010 and 3020.

d. Train and ensure competency of hospital staff, who participate in Trauma Receiving Center activities (e.g., physicians, nurses, and other hospital staff), in LEMSA policies, procedures and protocols, as specified by LEMSA Policy Nos. 5010, 5013, and 5014. LEMSA shall work with Trauma Receiving Center to designate and implement appropriate competency training.

e. Follow all LEMSA policies for implementation, approval, quality improvement, and training for Trauma Receiving Center designation, as specified in Cal. Code Regs. Tit. 22, §§ 100236 – 100266. Trauma Receiving Center shall provide support to EMS System Trauma Plan as required in California, Health and Safety Code 1798.166.

f. Understand that the LEMSA may deny, suspend, or revoke the approval of a Trauma Receiving Center designation for failure to comply with LEMSA policies, procedures, and regulations.

2. Hospital Obligations

a. Hospital shall provide all services, equipment, and personnel including maintenance of adequate staffing levels, equipment, and facilities according to trauma designation criteria as specified in LEMSA policy Nos. 5010, 5013, and 5014 and Cal. Code Regs. Tit. 22, §§ 100236 – 100266.

b. Accept all City and County San Francisco EMS patients triaged as having a suspected trauma transported to Receiving Facility designated as a Trauma Receiving Center and provide appropriate medical management for said patients without regard to race, color, national origin, religious affiliation, age, sex, or ability to pay.

c. Trauma Receiving Center acknowledges that LEMSA does not guarantee trauma patients will be delivered or diverted to Trauma Receiving Center for care and cannot assure that a minimum number of trauma patients will be delivered to Trauma Receiving Center during term of this MOU.

d. Trauma Receiving Center acknowledges that Receiving Facility may be placed on Internal Disaster should critical trauma equipment or personnel not be available. Trauma Receiving Center also acknowledges that extended periods or reoccurring intervals of Internal Disaster due to lack of consistent Trauma Receiving Center capabilities may lead to suspension and/or termination of Trauma Receiving Center status.

e. Trauma Receiving Center shall comply with all LEMSA policies, procedures, and protocols including, but not limited to, Policy No. 5013 Trauma Designation. Trauma Receiving Center shall monitor compliance with LEMSA standards for Trauma Receiving Center on a regular and ongoing basis. Documentation of such efforts shall be made available to LEMSA upon request.

f. Trauma Receiving Center shall notify LEMSA, in writing, within 24-hours of any failure to meet LEMSA standards and take corrective actions within a reasonable period of time to correct the failure. Failure to notify LEMSA and/or take corrective actions may result in suspension and/or revocation of Trauma Receiving Center status.

g. Trauma Receiving Center shall immediately notify the LEMSA of any circumstances that will prevent Trauma Receiving Center from providing trauma services and immediately update its status in the ReddiNet system if unable to provide trauma services.

h. Trauma Receiving Center shall comply with any LEMSA corrective action plan regarding any identified failure to meet Trauma Receiving Center standards within the timeframes established by LEMSA.

i. Trauma Receiving Center shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with EMS personnel, community physicians, and other providers regarding care and transfer of trauma patients.

j. Hospital shall actively and cooperatively participate in any committees, such as Trauma Committee, as listed in Appendix A.

k. Trauma Receiving Center shall submit trauma data to the LEMSA specified data system(s) in a timely manner until such time as a Bidirectional Healthcare Data Exchange network is established by LEMSA and Trauma Receiving Center enabling the same, for the purposes of continuous quality improvement and training to enhance the level of care. Failure to participate or submit date in the LEMSA specified data system(s) is a material breach of Trauma Receiving Center standards and may result in suspension and/or revocation of Trauma Receiving Center.

l. Trauma Receiving Center shall, at a minimum, collect and maintain the data specified in LEMSA policy and Cal. Code Regs. Tit. 22, §§ 100236 – 100266, unless additional data points are adopted via LEMSA committees.

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 1010
Effective Date: October 1, 2023
Supersedes: April 1, 2023

ADVISORY COMMITTEES

I. PURPOSE

To define the roles, structure, membership, and procedural standards for advisory committees to the EMS Agency Medical Director.

II. POLICY

A. Advisory committees, composed of EMS system constituents, shall convene to review EMS system issues relevant to their scope of responsibility and recommend actions to the EMS Agency Medical Director concerning matters of policy, procedure, and protocol.

B. The EMS Agency Medical Director, as mandated by state statute, provides medical control and assures medical accountability throughout the planning, implementation and evaluation of the EMS System. The EMS Agency Medical Director retains the final decision through his/her medical authority for the EMS system.

III. OPEN PUBLIC MEETINGS

A. All committee and sub-committee meetings are open to members of the public. Meeting agendas, minutes, and other documents pertaining to these committees, except quality improvement documents, are public records and subject to public review. The EMS Agency shall distribute and post on its website an annual meeting schedule.

B. The quality improvement portions of the EMS Advisory Committee and its sub-committees are closed meetings because of confidential patient information reviewed during case discussions.

IV. PARLIAMENTARY AUTHORITY / QUORUM

A. Proceedings of the advisory committee and subcommittees are conducted under the "Robert's Rules of Order" when they do not conflict with this policy. This policy shall take precedence if any procedures are in conflict with "Robert's Rules of Order."

B. A quorum is required to call the meeting to order and to transact committee business. A committee must maintain a quorum to continue a meeting. Specific quorum requirements are listed in Section VII.

V. COMMITTEE MEMBERSHIP

A. Representative organizations are listed the appendices to this policy. Committee members are nominated by their representative organization and appointed by the EMS Agency Medical Director to a two-year term. Members may be re-appointed to their position with concurrence of the EMS Agency Medical Director and their organization.

B. Members who do not attend three meetings within a year may be replaced in their position by the EMS Agency Medical Director.

VI. COMMITTEE OFFICERS

A. Each committee shall elect a Chair and Vice-Chair. The Chair of each committee shall call and preside over all meetings of that committee. The Chair shall develop the committee agenda in consultation with the EMS Agency Medical Director. The Vice-Chair shall assume the duties of the Chair in their absence.

B. Committee Chairs and Vice-Chairs serve a one-year term from July 1 – June 30. At the last meeting of each committee before July 1st, the members shall elect a Chair and Vice-Chair. Chair and Vice Chair terms are effective at the first meeting of that committee after July 1st. The committee may vote to extend their term once (for a total of two years of consecutive service) if the current officers who wish to continue. Past officers are eligible for service again after three years from the end of their last term.

C. This provision does not apply to the Trauma System Audit Sub-Committee, which has the Trauma Medical Director at San Francisco General Hospital as the standing Chair.

D. The EMS Agency will provide professional and clerical support to the advisory committees created by this policy.

VII. STANDING ADVISORY COMMITTEE AND SUBCOMMITTEES

A. **Emergency Medical Services Committee (EMSAC):** The standing advisory committee that is a multi-disciplinary forum for reviewing and making recommendations related to the following:

- Prehospital clinical policies and treatment protocol issues involving First Responder, Basic Life Support, Advanced Life Support, interfacility transport, and/or critical care transport personnel in the San Francisco EMS system;
- General system management and operational policies including communications, system performance, destination, ambulance diversion, and development of strategies to optimize the EMS System;
- Disaster medical emergency management, including mitigation, preparedness, response and recovery, and

- Approval of prehospital pilot and research projects.

Meetings: Held five times per year in even numbered months or more frequently by request of the Committee Chair, vote of the committee, or the request of the EMS Agency Medical Director or his/her designee.

Location: As set by agenda

EMS Agency Staff: Medical Director, EMS Administrator, EMS Agency Specialists

Quorum: Consists of:

- 33% + one of the representatives from the prehospital EMS organizations listed under Appendix A.
- 33% + one of the hospital organizations listed under Appendix B.

Membership: Consists of the EMS Agency Medical Director (ex-officio) and one primary representative and one alternate representative from:

- Ambulance Provider Companies listed in Appendix A
- San Francisco Receiving Hospitals listed in Appendix B
- San Francisco Emergency Physicians' Association
- City College of San Francisco - Paramedic Training Program
- CityEMT – EMT Training Program
- San Francisco Department of Public Health
- San Francisco General Hospital Base Hospital Medical Director
- San Francisco Fire Department EMS Medical Director
- San Francisco Emergency Communications Department Medical Director
- Paramedic field representatives currently accredited in San Francisco and working for a permitted ambulance company appointed by the EMS Agency Medical Director
- EMT field representatives currently certified in San Francisco and working on a permitted ambulance company appointed by the EMS Agency Medical Director
- Members of the public, not affiliated with a regulated provider organization, and appointed by the EMS Agency Medical Director
- Membership shall be in compliance with Appendix D (1797.273) for Community Paramedicine and Triage to Alternate Destination programs. Should above membership not meet or exceed Appendix D requirements, EMS Agency Medical Director shall appoint additional representation.

B. **Trauma System Audit Subcommittee (TSAC):** A standing subcommittee of the EMS Advisory Committee that advises on trauma system policy. Its goals are the evaluation and administration of the trauma system with oversight responsibility for system vulnerabilities, the development of policy and/or approaches to related issues such as

major trauma and burn-related prehospital care, injury surveillance, trauma transfers, repatriation, and long-term outcomes.

Meetings: Meets two times per year, coincident with dates of the EMS Advisory Committee, or by request of the subcommittee Chair or the EMS Agency Medical Director.

Location: As set by agenda

EMS Agency Staff: EMS Medical Director, EMS Administrator and Trauma Coordinator

Quorum: Consists of:

- 33% **+** one of the hospital organizations listed under TSAC Membership
- 33% **+** one of the prehospital EMS organizations listed under Membership
- One representative from SFGH Trauma Center
- One representative from St. Francis Bothin Burn Center

Membership: Hereby consists of:

- EMS Agency Medical Director (ex-officio)
- Zuckberg San Francisco General Hospital Trauma Medical Director (ex-officio)
- Zuckerberg San Francisco General Hospital Trauma Program Manager (ex-officio)
- St. Francis Bothin Burn Center Medical Director (ex-officio)
- St. Francis Bothin Burn Center Manager (ex-officio)
- One representative from a minimum of five of the San Francisco Receiving Hospitals listed in Appendix B (including San Francisco General Hospital and St. Francis Memorial Hospital)
- One representative from each approved ALS ambulance provider
- One member of the public not affiliated with a regulated stakeholder organization, appointed by the EMS Agency Medical Director

C. **STAR Subcommittee:** A standing subcommittee of the EMS Advisory Committee that advises on STEMI and post-cardiac arrest prehospital care. The subcommittee's goals are the evaluation of STEMI and cardiac arrest policies and protocols for the EMS system with the responsibility for addressing system vulnerabilities. It assists the EMS Medical Director by evaluating topics and data about related issues such as clinical research on prehospital STEMI and cardiac arrest care, clinical outcomes, community education, interfacility transfers, repatriation, and long-term outcomes.

Meetings: Four times per year by request of the subcommittee Chair or the EMS Agency Medical Director.

Location: As set by agenda.

EMS Agency Staff: EMS Medical Director, EMS Administrator and STAR program coordinator.

Quorum: Consists of:

- 33% **+** one of the hospital organizations listed under STAR Committee Membership
- 33% **+** one of the prehospital EMS organizations listed under Membership

Membership: Hereby consists of:

- EMS Agency Medical Director (ex-officio)
- Two representatives from each approved of the STAR designated hospitals; one from hospital administration, and one clinical expert (preferably an interventional cardiologist) who are knowledgeable about the cases reviewed at each institution's STEMI committee
- One representative from a non-STAR designated hospital
- At least one representative from a permitted ALS ambulance provider

Stroke Subcommittee: A standing subcommittee of the EMS Advisory Committee that advises on Stroke prehospital care. The subcommittee's goals are the evaluation of Stroke policies and protocols for the EMS system with the responsibility for addressing system vulnerabilities. It assists the EMS Medical Director by evaluating topics and data about related issues such as clinical research on prehospital Stroke care, clinical outcomes, community education, interfacility transfers, repatriation, and long-term outcomes.

Meetings: Four times per year by request of the subcommittee Chair or the EMS Agency Medical Director.

Location: As set by agenda.

EMS Agency Staff: EMS Medical Director, EMS Administrator and Stroke program coordinator.

Quorum: Consists of:

- 33% **+** one of the hospital organizations listed under Stroke Committee Membership
- 33% **+** one of the prehospital EMS organizations listed under Membership

Membership: Hereby consists of:

- EMS Agency Medical Director (ex-officio)
- Two representatives from each approved of the Stroke designated hospitals; one from hospital administration, and one clinical expert who are knowledgeable about the cases reviewed at each institution's Stroke committee
- At least one representative from a permitted ALS ambulance provider

EMS For Children Subcommittee: A standing subcommittee of the EMS Advisory Committee that advises on pediatric prehospital care. The subcommittee's goals are the evaluation of pediatric policies and protocols for the EMS system with the responsibility for addressing system vulnerabilities. It assists the EMS Medical Director by evaluating topics and data about related issues such as clinical research on prehospital pediatric care, clinical outcomes, community education, interfacility transfers, repatriation, and long-term outcomes.

Meetings: Two times per year by request of the subcommittee Chair or the EMS Agency Medical Director.

Location: As set by agenda.

EMS Agency Staff: EMS Medical Director, EMS Administrator.

Quorum: Consists of:

- Medical Directors from four Pediatric Receiving Centers (including both Critical Medical Peds centers).
- Medical Director and QI staff from one 911 EMS Provider

Membership: Hereby consists of:

- EMS Agency Medical Director (ex-officio)
- Two representatives from each approved of the pediatric designated hospitals; one from hospital administration, and one clinical expert who are knowledgeable about the cases reviewed at each institution's pediatric committee
- At least one representative from a permitted ALS ambulance provider

D. **Quality Improvement (QI) Subcommittee**: A standing subcommittee of the EMS Advisory Committee that advises on system quality improvement issues. The subcommittee's goal is to report and evaluate the EMS system and recommend any necessary changes. It assists the EMS Medical Director by evaluating topics and data about issues such as response capabilities, system structure, clinical performance, clinical outcomes, and professional training.

Meetings: Three times per year by request of the subcommittee Chair or the EMS Agency Medical Director

Location: As set by agenda

EMS Agency Staff: EMS Medical Director, EMS Quality Manager

Quorum: Consists of at least one representative from each of the following:

- Department of Emergency Communication

- Prehospital providers, and
- Emergency department supervisors.

Membership: Consists of:

- EMS Agency Medical Director (ex-officio)
- DEC Medical Director
- DEC Quality Management staff
- One representative from a designated EMS receiving hospital
- One representative from each approved ALS ambulance

VIII. AUTHORITY

California Health and Safety Code, Section 1797 et seq. and 1798 et seq;
California Government Code, Section 54950 et seq.;
California Code of Regulations, Title 22, Division 9;
City and County of San Francisco Administrative Code, Section 67.1 et seq.

APPENDIX A: SAN FRANCISCO AMBULANCE PROVIDERS

1. San Francisco Fire Department
2. American Medical Response
3. King American Ambulance
4. Pro-Transport 1
5. Bayshore Ambulance
6. St. Joseph's Ambulance
7. Falck Northern California
8. NorCal Ambulance

APPENDIX B: SAN FRANCISCO RECEIVING HOSPITALS

1. Zuckerberg San Francisco General Hospital Trauma Center &Base Hospital
2. California Pacific Medical Center – Pacific, Davies, California and St Luke's Campuses
3. Kaiser Permanente Medical Center
4. St. Mary's Medical Center
5. St. Francis Memorial Hospital
6. University of California, San Francisco Medical Center, Parnassus Campus
7. University of California, San Francisco, Mission Bay Campus
8. Veterans Administration Medical Center
9. Chinese Hospital
10. Seton Medical Center (San Mateo)
11. South Kaiser (San Mateo)

APPENDIX C: STAR DESIGNATED RECEIVING HOSPITALS

1. Zuckerberg San Francisco General Hospital
2. California Pacific Medical Center – Pacific Campus

3. Kaiser Permanente Medical Center
4. St. Mary's Medical Center
5. University of California, San Francisco Medical Center, Parnassus Campus

APPENDIX D: COMMUNITY PARAMEDICINE AND TRIAGE TO ALTERNATE DESTINATION (Required under 1797.273)

1. One emergency medicine physician and surgeon who is board certified or board eligible practicing at an emergency department within the jurisdiction of the local EMS agency.
2. One registered nurse practicing within the jurisdiction of the local EMS agency.
3. One licensed paramedic practicing within the jurisdiction of the local EMS agency.
4. One acute care hospital representative with an emergency department that operates within the jurisdiction of the local EMS agency.
5. Additional advisory members in the fields of public health, social work, hospice, substance use disorder detoxification and recovery, or mental health practicing within the jurisdiction of the local EMS agency with expertise in specialties such as Community Paramedicine and Triage to Alternate Destination.

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 3020
Effective Date: October 1, 2021
Supersedes: October 29, 2018

FIELD TO HOSPITAL COMMUNICATIONS

I. PURPOSE

To establish standards for field to hospital notifications and reporting for in-coming ambulance patients from the 911 system and communications with the Base Hospital.

II. POLICY

A. Communications between field personnel, Receiving Hospital personnel, Field Supervisors, and Base Hospital Physicians shall adhere to the standards presented within this policy. Any operational reporting guidelines required by an ambulance provider shall be consistent with the guidelines noted in this policy.

B. Under no circumstances shall the Receiving Hospital physician or nursing personnel provide medical direction to field personnel or refuse to accept an EMS ambulance patient.

C. Interfacility transfers pre-arranged with a physician and hospital are excluded from advance notification except in situations where the patient has unexpectedly deteriorated and requires immediate care in the emergency department.

D. Refer to EMS Agency Policy #8000 EMS MCI Plan for suspension of Receiving Hospital or Base Hospital contact in the event of a multi-casualty incident (MCI).

III. CRITICAL ALERTS

A. Critical Alerts are brief alert notifications for shock trauma, STEMI, stroke, critical pediatric or compromised airway patients intended to alert Emergency Department staff and other in-patient services (trauma, cardiology, neurology, anesthesia, respiratory therapy) about time sensitive conditions where definitive treatment is beyond the Emergency Department. Critical alerts are not subject to interrogation by the receiving facility; acknowledgement of receipt is all that is required. Full patient report is to be done after ED arrival. The format for critical alerts is in Attachment A.

B. Field personnel must make a reasonable effort to do critical alerts prior to the ambulance departing the scene. The transporting paramedic may do the alert or may designate another field responder to do it. It is within the scope of EMTs to make these calls.

C. Provide <u>early</u> critical alerts to Emergency Departments for the following:

1. **Shock Trauma Alert:** To Zuckerberg San Francisco General Hospital (ZSFG) for any patient with a major mechanism of injury from blunt or penetrating trauma as determined by the paramedic AND severe hemorrhagic shock with either SBP < 90 or absent peripheral pulses.

2. **STEMI Alerts:** To STAR Centers for patients meeting STEMI (STAR) Center destination criteria (per Policy 5000 Ambulance Destination). EKG transmission to STAR centers shall precede STEMI Alerts.

3. **Stroke Alerts:** To Stroke Centers for patients meeting Stroke Center destination criteria (per Policy 5000 Ambulance Destination).

4. **Critical Pediatric Alert:** to Pediatric Critical Care Centers for patients meeting the Pediatric Critical Care destination criteria (per Policy 5000 Ambulance Destination)

5. **Compromised Airway Alert:** to a Receiving Hospital when transporting a patient with an acutely compromised airway needing further immediate care.

IV. HOSPITAL NOTIFICATION PATIENT REPORTS

A. Field personnel shall provide hospital notification patient reports for ALL patient transports to an Emergency Department except Zuckerberg San Francisco General Hospital that have not required a Critical Alert per IIIC above. The format for Hospital Notification Patient Reports is in Appendix B.

B. Hospital notification patient reports to Zuckerberg San Francisco General Hospital are limited to the following:
    1. Shock Trauma Alerts
    2. STEMIs/Post Arrest ROSC
    3. Stroke
    4. Other patients trauma meeting trauma triage criteria
    5. Other critical medical or special circumstances (e.g. hazmat, etc.) at paramedic discretion

V. BASE HOSPITAL PHYSICIAN CONTACT

A. Field personnel shall document contacts with Base Hospital Physicians on the prehospital care record (PCR).

B. Prehospital personnel shall contact the Base Hospital Physician for treatment authorization or medical consultation for any of the following circumstances:
    1. Prior to administering any drug or initiating any treatment that requires Base Hospital Physician contact according to the EMS Agency Protocol Manual.

2. Any questions or clarifications regarding the appropriate destination or specialty care receiving facility for a patient.
3. Any patient whose care requires deviation from the EMS Agency Treatment Protocols.
4. Any patient in which an on-scene physician wishes to assume total responsibility for medical care.
5. Any patient refusal that requires Base Hospital contact in accordance with Policy #4040 Procedure and Documentation for Non-Transported Patients.
6. Any patient, who in the paramedic's judgement, would benefit from a Base Hospital physician medical consultation.
7. The format for Base Hospital Physician consultation is in Attachment C: (Full) Report Elements for In-Coming EMS Patients or Base Hospital Contact, per Policy 4040 Procedure and Documentation for Non Transported Patients.

C. The Base Hospital physician shall provide medical consultation for prehospital personnel in accordance with EMS Agency Policy 5011 Base Hospital Standards and all other applicable EMS Agency policies and protocols.

D. After the prehospital personnel have made Base Hospital physician contact, the personnel shall then notify the Receiving Hospital of any patient enroute to that facility. In rare circumstances the prehospital personnel's respective dispatch center shall relay this information if they are unable to do so.

VI. HOSPITAL AND FIELD RADIO GUIDELINES FOR CALLS

1. Use plain English during radio communications.
2. Make reasonable efforts to minimize voice radio traffic.
   - Receiving Hospital personnel and Base Hospital Physicians should avoid requesting information from Field Personnel that is not essential.
   - Receiving Hospital personnel and Base Hospital physicians shall repeat reports only when the transmission is unclear.

VII. FIELD RADIO COMMUNICATION FAILURE

In the event of radio communication failure in the field, the field personnel's respective dispatch center shall relay information from the field personnel to the Receiving Hospital as needed according to the approved reporting guidelines.

VIII. AUTHORITY

California Health and Safety Code 1797.204 and 1797.220.
California Code of Regulations, Title 22, Sections 100173-100175.

ATTACHMENT A: (BRIEF) CRITICAL ALERT GUIDELINES

CRITICAL ALERT

Critical Alert Elements:

1. Confirm hospital
2. Ambulance provider and unit number.
3. Reason for the critical alert (definition listed below):
   A. Shock trauma
   B. STEMI
   C. Stroke
   D. Critical Pediatric
   E. Compromised airway
4. Patient age and gender
5. Alert Criteria (definition listed below):
   A. **Shock trauma**: MOI plus signs of hemorrhagic shock, e.g. SBP<90 or absent peripheral pulses
   B. **STEMI criteria**: EKG with evidence of acute STEMI
   C. **Stroke**: Cincinnati stroke scale result and time last seen normal
   D. **Critical Pediatric**: post cardiac arrest, status epilepticus, hypotension with shock, or acute deteriorating level of consciousness without trauma
   E. Compromised airway: critical need for further treatment to secure airway
6. Estimated time of arrival (ETA)
7. Confirm message reception

Shock Trauma Alert: To ZSFG for patients with a major mechanism of injury from blunt or penetrating trauma as determined by the paramedic AND severe hemorrhagic shock with either SBP < 90 or absent peripheral pulses.

STEMI Alert: To STAR Centers for patients meeting STAR Center destination criteria. Must include EKG transmissions prior to STEMI alert notification.

Stroke Alert: To Stroke Centers for patients meeting Stroke destination criteria.

Critical Pediatric: To Pediatric Critical Care Centers for patients meeting PCCC destination criteria.

Compromised Airway: To a Receiving Hospital for patients with a critical airway need per ambulance destination policy

NOTE: *Full reports at given at the bedside after arrival.*

ATTACHMENT B: HOSPITAL REPORT GUIDELINES FOR OTHER EMS PATIENTS *(Not Shock Trauma/STEMI/Stroke/Critical Pediatric or Compromised Airway)*

All Reports:

1. **Start** with name of hospital you are trying to contact.
2. Name of ambulance company and unit number.
3. Patient age and gender.
4. Go to MIVT formats below for trauma or medical calls:

   Trauma MIVT Format:

   - **M**echanism of injury (MOI)
   - **I**njuries sustained (Sign and symptoms; pertinent positive/negative physical findings/special consideration e.g. hazmat, violent, etc.)
   - **V**ital signs
   - **T**reatment rendered including response to treatment. (Estimated) **T**ime of Arrival

   Medical MIVT Format:

   - **M**edical Condition (Patient chief complaint)
   - **I**llness (Sign and symptoms; pertinent positive/negative physical findings/special consideration e.g. hazmat, violent, etc.)
   - **V**ital signs
   - **T**reatment rendered including response to treatment. (Estimated) **T**ime of Arrival
5. ETA
6. Confirm receipt

ATTACHMENT C: REPORT GUIDELINES FOR BASE HOSPITAL PHYSICIAN CONSULATION

All Base Calls:

1. Ambulance Company name and unit ID number
2. Prehospital provider ID
3. Incident number
4. Purpose of the consultation
5. Patient age and gender
6. Location found
7. Patient chief complaint
8. Vital signs
9. Blood glucose and ECG findings if relevant
10. Patient assessment, pertinent physical exam
11. Pertinent past medical history
12. Capacity assessment findings
13. Patient's plan for care if any
14. Prehospital provider's opinion for disposition

Effective: October 1, 2023

SAN FRANCISCO HOSPITAL DESIGNATIONS

	Critical Airway	Medical Adult	Critical Medical Adult	Medical Peds (include psych)	Critical Medical Peds	Psych Adult	Stroke	STAR	Trauma	OB	Replan-tation	Burns	LVAD	Post Sexual Assault	Sobering (Alt. Dest.)
ZSFG	X	X	X	X		X [1]	X	X	X	X	X	X [3]		X	
CPMC Van Ness	X	X	X	X	X	X	X	X		X			X		
Davies	X	X	X	X		X	X				X [2]				
St Francis	X	X	X	X		X	X					X [3]			
Kaiser	X	X	X	X		X	X	X		X					
St Mary	X	X	X	X		X	X	X							
CPMC Bernal	X	X	X	X		X									
UCSF	X	X	X	X		X	X	X			X [2]		X		
Chinese	X	X	X	X		X	X								
Seton	X	X	X	X (No Psych)											
South Kaiser	X	X	X	X (No Psych)			X								
VA Medical (Alt. Dest.)		X [4]													
UCSF Mission Bay	X			X	X					X					
Sobering Center															X [4]

Footnotes:

1. Psych pts. WITHOUT active medical complaints may go to PES at ZSFG if open and are appropriate (see criteria in Policy 5000 Section VI.K.1 - 5.)
2. Replantation patients WITH major trauma must be taken to ZSFG Trauma Center.
3. Burns (adult + pediatric) WITHOUT major trauma must go to St Francis Memorial Hospital.
4. Transport to a Triage to Alt. Destination site requires Paramedic Triage to Alternate Destiantion Accreditation credential.

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 5000
Effective Date: October 1, 2023
Supersedes: July 11, 2022

DESTINATION POLICY

I. PURPOSE

A. To identify the approved ambulance-transport destinations for the San Francisco EMS System.

B. To delineate clinical criteria when patients should be transported to a general or specialty care hospitals or other alternate destinations.

II. DEFINITION

Decision Maker: Generic term used in this policy to refer to whoever is making the transport destination decision for the EMS patient. This may include the patient, family, or medical personnel managing the patient's care. For patients with psychiatric illness, this may also include the custodian placing the 5150 involuntary hold.

III. POLICY

A. The Emergency Medical Services (EMS) Agency designates hospitals approved to receive ambulances according to Policy 5010 – Receiving Hospital. The EMS Agency Medical Director may approve Specialty Care Facilities or alternate destinations that support the mission of the EMS System to receive ambulance patients as either temporary or permanent additions to the EMS System.

B. Ambulances may only transport patients to the approved destinations listed in this policy. Prearranged inter-facility transports, as defined in Policy 5030 – Interfacility Transfers are exempt from this policy.

C. When a patient is in need of specialty treatment (e.g., OB/GYN, STEMI, etc.), the ambulance crew may bring the patient directly to that hospital's specialty care department if directed to do so by hospital staff.

IV. DESTINATION DECISION

A. Hospital destination decisions for EMS patients shall be prioritized based on the following:
   1. Patient medical need;
   2. Hospital diversion status and/or EMS Alert status (see section V);
   3. Patient preference;
   4. Family or private physician preference (if patient unable to provide information);

5. Patients without a preference who require no specialty care shall be transported to the closest open general medical designated hospital.

B. Patients who are in law enforcement custody such as being under arrest, detained, and incarcerated:
    1. All patients who are incarcerated (e.g., inmate from county jail or to/from court hearing) or in law enforcement custody who are transported from county jail booking/holding/parking areas must be taken to Zuckerberg San Francisco General Hospital (unless specialty is not available at ZSFG, e.g., burns).
    2. Patients who are in Law Enforcement Custody who do not meet the conditions as described in previous subsection shall follow standard destination criteria, which allows for transport to any Receiving Hospital and is subject to Diversion and EMS Alert. Patients meeting Specialty Care criteria must be transported to the most appropriate specialty care facility.

C. Patients with medical needs meeting any of the Clinical Field Triage Criteria listed in Section IV below will be transported to the most appropriate specialty care facility. Specialty care designations includes:
    1. Pediatric Medical
    2. Pediatric Critical Medical
    3. STAR (STEMI and/or Post Arrest with ROSC)
    4. Replantation (Microvascular Surgery)
    5. Burns
    6. Obstetrics
    7. Stroke
    8. Trauma
    9. LVAD
    10. Post-Sexual Assault
    11. Sobering

D. Destinations other than those listed in this policy require approval from the Base Hospital Physician prior to transport except in instances as noted in Policy 4030 - Intercounty and Bridge Response.

E. In the event of a Multi-Casualty Incident (MCI), destinations will be determined in accordance with Policy 8000 – Multi-Casualty Incident.

V. EMS ALERT

A. **EMS Alert:** Automatic ambulance routing function to supplement Hospital Diversion. EMS Alert looks at a ratio of current EMS volume and ED size to provide a fluid, point-in-time reflection of each hospital's EMS impact.
    1. EMS Alert ratio is calculated as follows:

a) 60-Minute EMS Volume (Numerator): The sum of the units en route + units at-hospital + units cleared in the past 60 minutes.
b) ED Surge Cap (Denominator): Determined by the "30% or 5 Rule" which is 30% of a hospital's licensed ED bed count or 5, whichever is lowest.
c) Receiving Facilities that have changes to their licensed ED bed count shall notify the EMS Agency within 30 days.

B. EMS Alert status shall be followed by EMS Personnel, consistent with Diversion Policy 5020. EMSA shall add a dashboard to the monthly Hospital Report for EMS Provider compliance with EMS Alert.

C. Ambulances are not permitted to transport to a Receiving Facility while on EMS Alert except:
1. Patients who meet any criteria which would allow bypass of diversion (e.g. Trauma, stroke, STEMI, etc.)
2. Extenuating circumstances where a patient has specific clinical needs that require care at a certain facility (e.g., recent transport or <48-hour surgical patient requesting transport to the hospital that performed the procedure). These situations required approval from the Dispatch Rescue Captain or King American/AMR On-duty Supervisor prior to transport. EMS Alert bypass requires documentation of the extenuating circumstances within the Patient Care Record (PCR) and the name of the supervisor who approved the bypass.
a) Examples include, but not limited to:
- Recent organ transplant patient going to the hospital that performed the procedure
- Patient <48-hours post-surgery requesting transport to the hospital that performed the procedure
- Patient recently discharged (<2-hours) from an ED returning to the hospital where they were initially seen
- Patient with an EMS6 care plan in which EMS6 feels another hospital is not appropriate
- Patient with cancer receiving specialized care such as chemotherapy

D. EMS Alert Suspension: diversion suspension has no effect on EMS Alert. EMS Alert is suspended when the sum of hospitals on Diversion, Trauma Override, or EMS Alert is equal to or greater than 5. When EMS Alert is suspended, hospitals might receive 1 additional ambulance transport above their designated ratio each time EMS Alert is suspended.

E. In order to obtain EMS Alert and Hospital Diversion status, review of ReddiNet via mobile data terminal shall be the primary tool by EMS personnel. Calling DEC shall be a

secondary option, such as in cases of equipment failure, to minimize radio traffic and routing errors.

VI. CLINICAL FIELD TRIAGE CRITERIA

A. **Critical Airway:** Patients in whom EMS personnel cannot obtain adequate airway control should be transported to the closest Receiving Hospital regardless of diversion status. For patients under age 18, the preference is for a critical pediatric medical hospital (CPMC Van Ness or UCSF Mission Bay) if ETA is equal to or less than any other receiving facility.

B. **Adult Critical Medical:** Patients with one (1) or more of the following conditions should be transported to the closest Receiving Hospital:
   1. Airway obstruction or respiratory insufficiency with inadequate ventilation;
   2. Hypotension with shock;
   3. Status epilepticus;
   4. Acute deteriorating level of consciousness without trauma.

C. **Adult Medical:** Patients who do not meet any of the following: critical airway, critical medical adult or specialty criteria, may be transported to any Receiving Hospital or Standby Receiving Hospital.

D. **Pediatric Critical Medical:**
   1. Pediatric definition of <18 years old applies only to this policy for selection of a hospital destination. It does NOT apply to any patient treatment policies or protocols.
   2. Patients under age 18 with 1 or more of the following conditions should be transported to the closest Pediatric Critical Medical receiving hospital):
      a) Cardiopulmonary arrest or post-arrest;
      b) Hypotension with shock;
      c) Status epilepticus;
      d) Acute deteriorating level of consciousness without trauma

E. **Pediatric Medical:** Pediatric definition of <18 years old applies only to this policy for selection of a hospital destination. It does NOT apply to any patient treatment policies or protocols. Patients under age 18 years not meeting the criteria for Critical Medical Pediatric may be transported to any Receiving Hospital listed as “pediatric medical.”

F. **ST Elevation Myocardial Infarction / Post Arrest with ROSC (STAR):** Patients are considered to be STEMI patient if they meet the STEMI criteria as defined in Protocol 2.06 – Chest Pain/Acute Coronary Syndrome. Patients experiencing a STEMI shall be transported to a designated STAR Center according to the following hierarchy:

1. Cardiopulmonary arrest - Patients who are age 18 or over and are in cardiac arrest or those who are post-arrest with return of spontaneous circulation in the field;
2. Patients who are unstable and would experience a significant delay in their care by transport to a preferred STAR Center shall be transported to the closest, designated STAR Center;
3. Patient preference for transport to a specific Receiving Hospital that is designated as a STAR Center;
4. Family or private physician preference (if patient unable to provide information) for transport to a specific Receiving Hospital that is designated as a STAR Center;
5. Patients without a preference shall be transported to the closest Receiving Hospital that is designated as a STAR Center.

G. **Stroke:** Patients who are age 18 or over and are experiencing the symptoms of acute stroke (last seen normal 24 hours or less prior to 911 call) and exhibiting an "abnormal" result on the Cincinnati Prehospital Stroke Scale (see Protocol 2.14 – Stroke) shall be transported to a designated Stroke Center according to the following hierarchy:
    1. Patients who are unstable and would experience a significant delay in their care by transport to a preferred Stroke Center shall be transported to the closest designated Stroke Center;
    2. Patient preference for transport to a specific Receiving Hospital that is designated as a Stroke Center;
    3. Family or private physician preference (if patient unable to provide information) for transport to a specific Receiving Hospital that is designated as a Stroke Center;
    4. Patients without a preference shall be transported to the closest Receiving Hospital that is designated as a Stroke Center.

H. **Replantation:** If the patient has any of the following amputations or devascularization injuries, they may be taken to the Replantation (Microsurgical)Facility of their choice or to the closest Replantation Center if the patient has no preference:
    1. Isolated amputation or partial amputation distal to the ankle or wrist;
    2. Extensive facial, lip, or ear avulsion;
    3. Penile amputation;
    4. If the patient meets trauma triage criteria, transport to a Trauma Center;
    5. Simple avulsion lacerations of the distal phalanx will be transported to any open Receiving Hospital or the closest open Receiving Hospital if the patient has no preference.

I. **Burns:** Patients with the following criteria shall be transported to the Saint Francis Hospital Burn Center:
    1. Partial thickness burns **>** 10% of the total body surface area (TBSA);

2. Burns involving the face, eyes, ears, hands, feet, genitalia, perineum or major joints;
3. Full thickness or 3rd degree burns in any age group;
4. Serious electrical burns;
5. Serious chemical burns;
6. Inhalation injuries (including burns sustained in a closed space for purposes of facial burns);
7. Pediatric burn patients who do not meet trauma triage criteria shall be transported to Saint Francis Memorial Hospital;
8. Transport to Zuckerberg San Francisco General Hospital Trauma Center if the burned patient meets trauma triage criteria.

J. **Obstetrics:** Pregnant patients who are over 20 weeks gestation (by patient history) with any condition that does not fall under other specialty center should be transported to the Obstetrics Specialty Care Facility of their choice or the closest open Obstetrics Specialty Care Facility if the patient has no preference.

K. **Psychiatric** (see 5000.2 Flowchart):
The psychiatric criteria listed below apply to patients with signs and symptoms of a psychiatric illness, with or without a 5150 involuntary hold:

1. For patients with signs and symptoms of a psychiatric illness who are under law enforcement custody, refer to Section IV, B.:

2. For patients with signs and symptoms of a psychiatric illness, the destination is based on the following:
    a) Patient age;
    b) Patient medical need;
    c) Hospital diversion status;
    d) For involuntary patients, the patient decision maker placing the hold will identify hospital destination.
    e) Patient preference;
    f) Family/guardian or private physician preference;
    g) If no preference, hospital location (“geographically closest”).

3. Patients with signs and symptoms of a psychiatric illness less than 18 years old must go to medically appropriate pediatric designated Receiving Hospital.

4. Patients with signs and symptoms of a psychiatric illness AND WITH suspected or active medical complaints must go to medically appropriate Receiving Hospital. This includes:
    a) Patients who are severely agitated or combative and whose combativeness prevents an assessment (vital signs or examination) and / or requires field sedation with midazolam.

b) Patients with any medication overdose or who show signs of potential toxicity from drugs or alcohol.

5. Patients with signs and symptoms of a psychiatric illness **may** go to directly Psychiatric Emergency Services (PES) at Zuckerberg San Francisco General (ZSFG) if it is open (not on divert) and are medically appropriate by meeting **ALL** of the following criteria:
    a) Age 18 – 65 years.
    b) Glasgow Coma Score of 13 or greater;
    c) Pulse rate between 55 - 120;
    d) Systolic blood pressure between 90 - 190;
    e) Diastolic blood pressure between 60 - 110;
    f) Respiratory rate between 12 - 24;
    g) Temperature between 96.5 and 100.5°F (or 35 to 38°C);
    h) Oxygen saturation greater than 94%;
    i) Blood glucose level between 60 – 250;
    j) No active bleeding;
    k) No bruising or hematoma above clavicles;
    l) No active seizure; and
    m) No lacerations that have not been treated.

L. **Trauma:** Emergent patients meeting the criteria described in Policy 5001 – Trauma Triage Criteria will be transported to a Trauma Center

M. **LVAD**: Any patient with a left ventricular assist device (LVAD) should be transported to the LVAD Center that implanted the device (UCSF or CPMC Van Ness). Crews are authorized to BYPASS the closest San Francisco LVAD Center to get the patient to the LVAD Center that implanted their device no matter the patient's condition. If the LVAD Center that implanted the device is not in San Francisco, the patient should be transported to the closest San Francisco based LVAD Center.

N. **Post-Sexual Assault:** Any patient who self-identifies as a victim of sexual assault or abuse within the 72 hours prior to their activation of 911 services AND does not have an overriding medical complaint or meet any special care criteria listed in this policy should go to Zuckerberg San Francisco General Hospital. This also applies to pediatric patients who are identified as being victims of sexual assault or abuse.

O. **Alternate Destination (Sobering Services):** Intoxicated patients with no acute medical condition(s) or co-existing medical complaints may go to an approved sobering service, if the patient meets the following criteria:
    1. Be at least 18 years or older;

2. Voluntarily consents or has presumed consent (when not oriented enough to give verbal consent) to go to an approved sobering service;
3. If going to the San Francisco Sobering Center, must not be on their "Exclusion List."
4. Be medically appropriate by meeting **ALL of the following criteria:**
   a) Indication of alcohol intoxication (odor of alcoholic beverages on breath, bottle found on person);
   b) Glasgow Coma Score of 13 or greater;
   c) Pulse rate between 55 - 120;
   d) Systolic blood pressure between 90 - 190;
   e) Diastolic blood pressure between 60 - 110;
   f) Respiratory rate between 12 - 24;
   g) Temperature between 96.5 and 100.5°F (35 and 38°C);
   h) Oxygen saturation greater than 94%;
   i) Blood glucose level between 60 – 250;
   j) No active bleeding;
   k) No bruising or hematoma above clavicles;
   l) No active seizure; and
   m) No lacerations that have not been treated.

If ALS transport by a Paramedic to Sobering Services, Paramedic shall hold Triage to Alternate Destination Accreditation under Policy 2050.

P. **Alternate Destination (Veteran's Hospital [VA] Standby Facility): Any p**atient who identifies as a VA member, requests transport to the San Francisco VA Medical Center, and do not meet the following:
   1. Critical airway
   2. Critical medical adult or specialty criteria

   If ALS transport by a Paramedic to San Francisco VA Medical Center, Paramedic shall hold Triage to Alternate Destination Accreditation under Policy 2050.

Q. **Additional Alternative Destination Information**
   a. If a patient meets above criteria, but requests transport to an emergency department, the patient shall be transported to a Receiving Facility.
   b. If a patient is transported to an Alternate Destination and is found to no longer meet criteria, patient shall be immediately transported to a Receiving Facility.
   c. Alternate Destinations shall send with each patient copies of all medical records related to the patient's transfer.
   d. Transportation to an Alternate Destination shall not be based on or affected by a patient's ethnicity, citizenship, age, preexisting medical condition, insurance status, economic status, ability to pay for medical services or any other characteristic as defined as California Civil Code, Division 1, Section 51 except to the extent a circumstance such as age, sex, preexisting medical condition, or physical or mental disability is medically significant to the provision of appropriate medical care to the patient.

VII. AUTHORITY

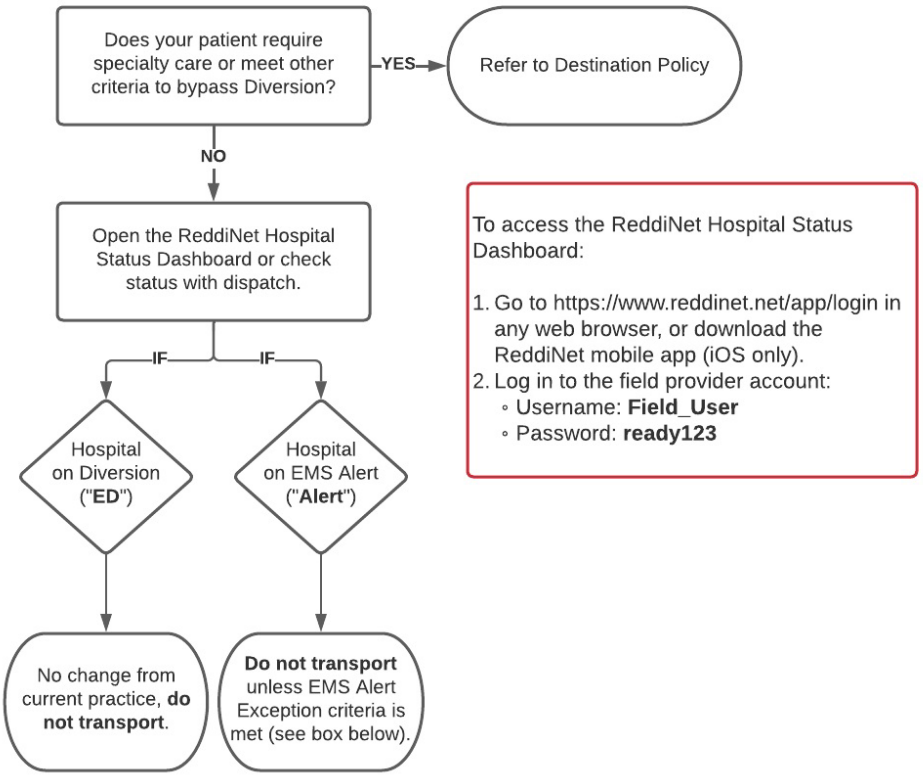
California Health and Safety Code, Division 2.5, Sections 1798, 1798.163, and 1801-1857
California Code of Regulations, Title 22, Division 9, Chapter 5

Appendix A

"EMS Alert" Guide Sheet

EMS Alert is a parallel system to Diversion. It provides a fluid, point-in-time reflection of each hospital's EMS impact based on current EMS activity in relation to a hospital's capacity. Background information, technical details, and FAQ can all be found in the EMS Alert section of the Policy & Protocol App, as well as on the EMS Agency webpage.

Instructions for using EMS Alert are below and are based on current guidance from the EMS Agency Medical Director. The EMS Memo with this information can also be found on the Policy & Protocol App and webpage.



EMS Alert Exception

Paramedics shall contact the Radio RC (SFFD ambulance) or King/AMR Supervisor (Private ambulance) if the patient meets the specialty cases outlined below. These personnel can only approve a patient going to an ED on EMS Alert in these specific cases.

- Recent organ transplant patient going to the hospital that performed the procedure
- Patient <48-hours post-surgery requesting transport to the hospital that performed the procedure
- Patient recently discharged (<2-hours) from an ED returning to the hospital where they were initially seen
- Patient with an EMS6 care plan, in which EMS6 feels another hospital is not appropriate
- Patients with cancer receiving specialized care such as chemotherapy

In the event that a provider cannot contact a supervisor after 2 attempts, EMS Alert bypass may be initiated. For other clinical scenarios not listed above, in which a Paramedic feels a patient should bypass, Base Hospital contact is required. This should be treated the same as Base Hospital destination consultation while a hospital is on Diversion. Bypass of EMS Alert requires documentation of extenuating circumstances and supervisor/physician name.

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 5010
Effective Date: July 11, 2022
Supersedes: January 3, 2022

RECEIVING HOSPITAL STANDARDS

I. PURPOSE

A. Establish minimum standards for all San Francisco EMS approved receiving hospitals.
B. Integrate receiving hospitals into the EMS system as stakeholders in the planning, design, and delivery of Emergency Medical Services.
C. Provide a mechanism for receiving hospitals to communicate with the EMS Agency and other system participants.

II. AUTHORITY

A. Code of Federal Regulations, Title 45, Section 164.512 (b) (l) (i)
B. California Health and Safety Code, Division 2.5, Sections 1797.67, 1797.204, 1797.222, 1797.250, 1797.252, 1798, 1798.150, and 1799.205.
C. California Code of Regulations, Title 22, Sections 100172, 100175, 70411-70419, and 70451 – 70459.
D. Joint Commission on Accreditation of Health Care Organizations, Emergency Department Standards

III. POLICY

A. General Requirements
    1. All receiving hospitals must have a written agreement with the San Francisco EMS Agency to be recognized as an approved destination for ambulances transporting prehospital patients.
    2. All receiving hospitals shall meet all Federal, State, and local requirements to be recognized as a Comprehensive Emergency Department, Basic Emergency Department, or Standby Emergency Department.
    3. Receiving Hospitals shall be accredited by the Joint Commission on Accreditation of Health Care Organizations.
    4. Medical Control of Advanced Life Support personnel shall be the sole responsibility of the Base Hospital.
    5. Receiving hospitals shall comply with all EMS Agency Policies and develop internal policies compelling hospital personnel to comply with EMS Agency policies when their work relates to the EMS system.
    6. Receiving Hospitals that are not designated Specialty Receiving Centers, e.g. STAR Receiving Centers, Stroke Centers, Trauma Centers or Pediatric Critical Care Centers, shall have in place rapid transfer

protocols, policies or procedures so that patients who need theses specialty receiving centers can access them rapidly.

7. Receiving Hospitals shall pay all required and associated fees within 30 days of being invoiced by the EMS Agency.

B. Personnel
    1. Medical Director
        a) The ED Medical Director shall be a physician certified or qualified by training and experience for examination by the American Board of Emergency Medicine.
    2. ED Physicians with direct patient care responsibilities
        a) Must be Board Eligible, Board Prepared, or Board Certified in Emergency Medicine, Internal Medicine, Surgery, or Family Practice and maintain current recognition in the following curricula:
            (1) Advanced Cardiac Life Support (or equivalent)
            (2) Pediatric Advanced Life Support (or equivalent)
            (3) Current certification in Emergency Medicine may be held in lieu of III, B, 2, a, 1 – 2.
    3. Direct Supervision of Nursing and Medical Support Personnel
        a) A Registered Nurse qualified by training and experience in emergency room nursing care shall be responsible for nursing care within the ED at all times.
    4. Nursing
        a) All regularly scheduled nurses in the ED shall maintain recognition in the following curricula:
            (1) Basic Life Support, Health Care Provider
            (2) Advanced Cardiac Life Support (or equivalent)
            (3) Pediatric Advanced Life Support (or equivalent)
        b) Nurses newly hired or assigned to the ED shall have current recognition in the above curricula within 6 months of hire or assignment.
    5. At least one person trained to operate all EMS communications equipment shall be on duty at all times.
    6. Each facility shall designate a person or person(s) to represent the hospital at EMS System Advisory Committee meetings, Trauma System Audit Committee meetings, act as a liaison to the EMS System, and disseminate information regarding EMS within the facility.

C. EMS Specific Training
    1. All regularly scheduled full time employees, to include physicians, nurses, and support staff with patient care or ambulance interface duties, shall complete training in the following areas:
        a) EMS Agency Policies
        b) EMS Agency Exception Reporting
        c) Diversion, EMS Agency and internal hospital policy

d) Operation of all communication and diversion monitoring equipment
e) San Francisco Department of Public Health Emergency Operations Plan
f) Internal disaster plans

2. All receiving hospitals will work cooperatively with the EMS Agency and the Base Hospital to provide Continuing Education for prehospital and ED personnel.

IV. SPECIFIC SERVICES AND EQUIPMENT REQUIREMENTS

A. Data Collection and Sharing
   1. Record keeping
      a) The Emergency Department shall maintain a medical record for each patient in accordance with Joint Commission standards.
         (1) The record will include the Prehospital Care Report, if applicable;
         (2) The records shall be immediately available to ED staff.
      b) The Emergency Department shall maintain a register that includes all data elements defined by Joint Commission, Title 22, and will also include the name and unit number of the transporting ambulance, when applicable.
   2. Hospitals will collect and report such information as determined necessary by the EMS Medical Director for the purposes of public health surveillance and injury prevention activities.
   3. Hospitals shall comply with the data reporting components of the EMS Agency Quality Improvement plan.

B. Referrals and Resources
   1. In addition to the required referrals listed in State law, receiving hospitals shall maintain names, addresses, and telephone numbers for the following:
      a) Sexual assault victim referral
      b) Elder, dependent adult, or child abuse
      c) Battered intimate partner or spouse referral
      d) Detoxification unit
      e) Drug and Alcohol abuse counseling and support services
      f) Psychiatric services
      g) Hyperbaric chamber
      h) Physician referral
      i) Outpatient medical services
      j) Resources for the homeless
      k) Other city and county designated specialty care centers
      l) Regional poison control center

2. All receiving hospitals shall maintain access to the current EMS Agency Policy Manual in the Emergency Department.
3. Contact information for the following shall be available in the ED:
    a) EMS Agency Duty Officer
    b) Department of Emergency Management Division of Emergency Communications (DEC) supervisor
    c) Ambulance providers supervisor and/or communications center
    d) Department of Public Health Emergency Preparedness and Response (PHEPR)
4. All hospitals shall have transfer agreements with EMSA designated specialty receiving centers (if such services are not available internally) including, but not limited to the following facilities:
    a) Trauma Center
    b) Pediatric Critical Care Center
    c) Burn Center
    d) Stroke Center
    e) STAR Center

C. Pediatric Services
1. All receiving hospitals shall have the capability to resuscitate and provide immediate, short-term post resuscitation care for pediatric patients (< 14 years of age) in the Emergency Department.
2. Appropriately sized and specialized equipment and pharmacological agents necessary to resuscitate and care for pediatric patients in accordance with current recommendations by the National Emergency Medical Services for Children Resource Alliance shall be immediately available in the Emergency Department.

V. STANDARDS COMPLIANCE

A. Each receiving hospital will complete a self-assessment at least once every 3 years to ensure compliance with EMS Agency requirements.
1. The self assessment may be performed concurrent with Joint Commission review.
2. Results of the self-assessment must be sent to the EMS Agency.

B. Receiving hospitals shall permit announced and unannounced visits by EMS Agency staff for the purposes of monitoring compliance.

C. Suspension/Revocation
1. The EMS Medical Director may suspend or revoke approval of any given receiving hospital for cause.
2. The EMS Agency shall notify the hospital administration in writing of its intent to deny, revoke, or suspend approval and give the hospital sixty (60) days to submit a corrective action plan.
3. The EMS Agency shall respond to the corrective action plan within thirty (30) days.

a) If the EMS Agency requests any modifications to the Corrective Action Plan, the hospital shall have thirty (30) days to respond to those requests.

4. The EMS Agency will monitor the hospital's compliance with the Corrective Action Plan and take action as indicated.
5. If, in the opinion of the EMS Medical Director, non-compliance or failures on the part of a hospital constitute an immediate and substantial hazard to the health, safety, or welfare of the public, the EMS Agency may immediately suspend approval of that hospital.
    a) The hospital may appeal such a decision to the Director of Public Health.
    b) The EMS Agency may continue a suspension pursuant to this section until the noted deficiencies are corrected.

VI. PATIENT OFFLOAD DELAY MITIGATION

1. For Receiving Facilities meeting Quality Assurance criteria of Policy 4000.1, Section IX, the Receiving Facility shall select a corrective option listed below and submit selection in writing to the EMS Agency within 30 days of issuance of the Hospital Report.
2. Option 1 – Traditional Pathway: Receiving Facility acknowledges that changes can be made by the Receiving Facility AND will eventually meet the APOT-1 standard, with 5% improvement month on month.
3. Receiving Facility shall submit a corrective action plan to reduce APOT-1 delays within 30 days of corrective option selection.
    a. The EMS Agency shall review the corrective action plan within 10 business days.
    b. The plan shall include, but not limited to, the following topics:
        i. Current data and patient trends
        ii. Patient surge measures implemented such as HICS (Hospital Incident Command System), alternative treatment spaces, emergency staffing
        iii. Identification of communication pathways and plans
        iv. Objectives, measurements, and metrics for improvement
    c. Upon approval of the plan by the EMS Agency, the Receiving Facility shall have a minimum of 30 days to reduce APOT-1 times below 90th percentile of 30 minutes.
    d. **This section (VI, 3(d) i-iii) is RESERVED until January 1, 2023.** Upon subsequent release of the monthly Hospital Report, allowing a minimum of 30 days for corrective actions for mid-month submission, hospitals with continued APOT-1 times greater than 30 minutes shall be subject to the following adverse actions. A Receiving Facility may choose **one** of the following, in consultation with EMSA:

i. Mandatory implementation of an EMS offload plan that allows EMS providers to directly place a stable, noncritical patient into a waiting room to ensure a 30-minute offload time based on criteria for an APOT Alert in Policy 4000.1.
    1. The temporary implementation will last for 30 calendar days.
ii. Temporary suspension of the hospital's prehospital specialty care designation pursuant to Policy 5000 if the specialty care destination has three (3) or more receiving centers in San Francisco (ie STAR, stroke).
    1. The temporary suspension will last for 14 calendar days
iii. The Receiving Facility may choose to cancel a percentage of nonemergent, patient choice, elective surgeries as an adverse action in lieu of two adverse action options above. If the Receiving Facility chose this adverse action, the Receiving Facility would notify EMSA. EMSA would consider this decision a substantial step in lieu of some of the other adverse actions.

e. Any actions taken against a Receiving Facility shall be posted to the EMS Agency website, including notice of any Receiving Facilities on a Corrective Action Plan.
f. If a Receiving Facility does not make progress after implementation of one of the above adverse actions, the Receiving Facility may be subject to additional adverse actions.

4. Option 2 – Root Cause Analysis and Adjudication: Receiving Facility acknowledges that all changes that can be implemented have been implemented, resources have been exhausted, and external factors do not allow the Receiving Facility to meet the APOT-1 standard.
5. Receiving Facility submit a corrective action plan to reduce APOT-1 delays within 30 days of corrective option selection.
    a. The EMS Agency shall review the corrective action plan within 10 business days.
    b. The plan shall include, but not limited to, the following topics:
        i. Prominent dashboards on homepage of public facing Receiving Facility websites
        ii. Data submission and analysis as determined by the EMS Agency
        iii. Quarterly reports to the San Francisco Health Commission and Board of Supervisors (San Francisco Controllers Office, if applicable or determined by EMS Agency)

c. Upon approval of the plan by the EMS Agency, the Receiving Facility shall comply with the plan or may be subject to adverse actions as listed in Section VI, 3(d)(i-iii).

VII. DIVERSION MITIGATION

1. For Receiving Facilities meeting Quality Assurance criteria of Policy 5020, Section X,C, the Receiving Facility shall select a corrective option listed below and submit selection in writing to the EMS Agency within 30 days of issuance of the Hospital Report.
2. Option 1 – Traditional Pathway: Receiving Facility acknowledges that changes can be made by the Receiving Facility AND will eventually meet the diversion standard, with 5% improvement month on month.
3. Receiving Facility shall submit a corrective action plan to reduce ambulance diversion within 30 days of corrective option selection.
    a. The EMS Agency shall review the corrective action plan within 10 business days.
    b. The plan shall include, but not limited to, the following topics:
        i. Current data and patient trends
        ii. Patient surge measures implemented such as HICS, alternative treatment spaces, emergency staffing
        iii. Identification of communication pathways and plans
        iv. Objectives, measurements, and metrics for improvement
    c. Upon approval of the plan by the EMS Agency, the Receiving Facility shall have a minimum of 30 days to reduce ambulance diversion monthly percentage times below 30%.
    d. Upon subsequent release of the monthly Hospital Report, allowing a minimum of 30 days for corrective actions for mid-month submission, hospitals with continued >30% ambulance diversion shall be subject to the following adverse actions. A Receiving Facility may choose **one** of the following, in consultation with EMSA:
        i. Temporary allocation of a maximum of eight (8) hours of ambulance diversion in a 24-hour period (midnight to midnight), including the use of Trauma Override, if applicable.
            1. The temporary implementation will last for 30 calendar days.
        ii. Temporary suspension of the hospital's prehospital specialty care designation pursuant to Policy 5000 if the specialty care destination has three (3) or more receiving centers in San Francisco (ie STAR, stroke).
            1. The temporary suspension will last for 14 calendar days.

iii. The Receiving Facility may choose to cancel a percentage of nonemergent, patient choice, elective surgeries as an adverse action in lieu of two adverse action options above. If the Receiving Facility chose this adverse action, the Receiving Facility would notify EMSA. EMSA would consider this decision a substantial step in lieu of some of the other adverse actions.

e. Any actions taken against a Receiving Facility shall be posted to the EMS Agency website, including notice of any Receiving Facilities on a Corrective Action Plan.

f. If a Receiving Facility does not make progress after implementation of one of the above adverse actions, the Receiving Facility may be subject to additional adverse actions.

4. Option 2 – Root Cause Analysis and Adjudication: Receiving Facility acknowledges that all changes that can be implemented have been implemented, resources have been exhausted, and external factors do not allow the Receiving Facility to meet the diversion standard.
5. Receiving Facility submit a corrective action plan to reduce diversion within 30 days of corrective option selection.
    a. The EMS Agency shall review the corrective action plan within 10 business days.
    b. The plan shall include, but not limited to, the following topics:
        i. Prominent dashboards on homepage of public facing Receiving Facility websites
        ii. Data submission and analysis as determined by the EMS Agency
        iii. Quarterly reports to the San Francisco Health Commission and Board of Supervisors (San Francisco Controllers Office, if applicable or determined by EMS Agency)
    c. Upon approval of the plan by the EMS Agency, the Receiving Facility shall comply with the plan or may be subject to adverse actions as listed in Section VII, 3(d)(i-iii).

VIII. EXCEPTIONS AND IMPLEMENTATION

1. **Sections VI and VII are considered a pilot policy and will undergo formal outcomes review in June 2023, with formal reporting of outcomes at July 2023 EMSAC to determine if this will be adopted into full policy. If an outcomes review does not occur or obtain consensus for any changes, sections VI and VII shall become adopted in full.**

2. For Receiving Facilities that meet criteria as listed in Section VI(1) and/or VII(1) AND are required to submit a correction action plan, the following is in effect from July 1, 2022 until January 1, 2023.
    a. If Receiving Facility, in which is out of compliance, reduces APOT 90th Percentile metric by 5% over previous month, the corrective action plan requirement and adverse action process is stayed.
    b. If Receiving Facility, reduces monthly ambulance diversion by 5% over previous month, the corrective action plan requirement and adverse action process is stayed.
    c. The EMS Agency shall take into consideration external factors that affect the entire San Francisco healthcare system in corrective action plan requirements over a monthly period such as a pandemic surge or increased levels of EMS patients.
    d. Upon completion of the listed implementation period, the above section VIII is removed from EMSA policy.

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 5015
Effective Date: October 1, 2022
Supersedes: August 1, 2007

STROKE CENTER STANDARDS

I. PURPOSE

Establish the minimum standards for Receiving Hospitals who wish to accept acute stroke patients from approved ALS and BLS providers within the San Francisco EMS System.

II. POLICY

A. Stroke Centers shall be Receiving Hospitals as defined by San Francisco (SF) Emergency Medical Services (EMS) Agency Policy and will comply with all Federal, State, and local laws as well as all EMS Agency Policies.
    1. Joint Commission accredited Stroke Centers (Primary, Thrombectomy-Capable or Comprehensive) are considered to have met the specialty equipment and personnel requirements of this policy. Hospitals approved under this provision will have transfer agreements with other Receiving Hospitals for stroke patients and will participate the EMS Agency Policy 6010 – Quality Improvement Program guidelines, including the submission of required QI data.

B. Stroke Centers shall provide a Stroke Advisory Committee Member and Alternate Member and participate in committee meeting per Policy 1010 – EMS Advisory Committees.

C. Stroke Centers shall maintain a current Memorandum of Understanding with the EMS Agency.

D. Application Process
    1. A Receiving Hospital that wishes to become a Stroke Center must submit a request in writing no later than 60 days prior to the desired date of designation as a Stroke Center by the EMS Agency.
    2. The request must include the date of achievement of a Joint Commission accreditation as a Stroke Center and the name and contact information for the Stroke Center Program Manager.
    3. The request must be signed by the Program Manager and the hospital Chief Executive or Chief Operations Officer.
    4. Currently designated Stroke Centers must maintain their MOU's with the EMS Agency.

E. Approval
    1. New Stroke Centers will be approved after satisfactory review of application documentation and a sire survey, when deemed necessary, by the EMS Agency Medical Director or his/her designee.
    2. The Stroke Center will be re-approved after satisfactory San Francisco EMS Agency review every three (3) years.
    3. The Stroke Center Program Manager shall notify the EMS Agency of subsequent changes in their status.

III. AUTHORITY

A. California Health and Safety Code, Sections 1255, 1255.5, 1256, 1797.220, 1797.222, 1798, 1798.150, 1798.163, 1799.202 et seq.
B. California Code of Regulations, Title 22, Sections 100270.223-100270.227
C. Joint Committee on the Accreditation of Hospitals and Health Care Organizations (Joint Commission) Primary Stroke Center

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 5030
Effective Date: August 1, 2008
Review Date: January 1, 2011
Supersedes: February 1, 2005

INTERFACILITY TRANSFERS

I. PURPOSE

A. Define the San Francisco EMS Agency requirements pertaining to interfacility transfers by ambulances
B. Establish procedures to arrange, facilitate, and track interfacility transfers
C. Identify appropriate level of care and method of transport within the San Francisco EMS System

II. AUTHORITY

A. California Health and Safety Code, Division 2.5, Sections 1797.204, 1797.206, 1797.222, 1798.170, and 1798.172
B. California Code of Regulations, Title 22, Sections 100063, 100145, 100147, 100172, 100175, and 100266

III. POLICY

A. Hospitals shall comply with all applicable Federal, State, and Local laws, regulations, and policies governing the access, treatment, and transfer of patients.
B. Hospitals shall develop written policies governing patient transfers and ensuring compliance with all applicable laws, regulations, and policies.
C. Hospitals shall develop written transfer agreements with facilities offering specialty care services not available internally.
    1. All hospitals within the City and County of San Francisco will develop a written transfer agreement with a local EMS designated Trauma Center and an EMS designated Pediatric Trauma Center to facilitate the rapid transfer of critical trauma patients to a local Trauma Center.
    2. All hospitals within the City and County of San Francisco shall develop a written transfer agreement with a hospital that has a California Children's Services certified Pediatric Intensive Care Unit if such services are not available internally.
    3. All hospitals within the City and County of San Francisco shall develop a written transfer agreement with an EMS designated Burn Center if such services are not available internally.
D. No transfer will take place without the transferring physician ensuring that:
    1. The patient received an appropriate medical screening examination and medical treatment within the transferring facility's capacity that minimizes the risks to the patient's health;
    2. There is an accepting physician;

3. The accepting facility has the capacity to care for the patient and has consented to receive the patient;
4. All available medical records regarding the patient's diagnosis and care have been made available to the accepting facility;
5. The patient has no emergency medical condition or has a stabilized emergency medical condition;
6. An appropriate method of transport is arranged;
7. There will be attendance by appropriately licensed or certified personnel with the essential equipment and medications needed to ensure appropriate treatment during transport.

E. The transferring physician is responsible for approving the category of qualifications of transporting personnel

1. Determining level of care necessary for transport will be done in accordance with IV, E.
2. When determining the necessary qualifications, consideration must be given to the length of time the patient is expected to be in the care of the transporting personnel, the patient's condition at the time of transfer, and the likelihood of the patient's condition deteriorating during the transport
3. When a reasonable possibility exists that a patient may deteriorate during the transport, the transferring physician will require the attendance of personnel capable of caring for the patient in the event of such deterioration.

F. The transferring physician remains responsible for the patient until such time as the patient arrives at and is accepted by the intended receiving facility and receiving physician.

1. Medical control of prehospital personnel remains with the EMS Agency Medical Director and the Base Hospital Physician.
2. Prehospital personnel will not exceed their scope of practice while caring for patients during interfacility transfers.
3. Registered Nurses accompanying patients on transports will operate under the medical control of the transferring physician.

G. The primary provider of emergency response to 911 requests in San Francisco shall not do interfacility transport except when:

1. A helicopter has landed and has an unstable patient requiring emergent transport to a hospital and the pre-arranged ground transport has failed to provide service.
    a) Helicopters shall not leave the sending facility without pre-arranged ground transport from the landing site to the intended receiving hospital.
2. A critical trauma patient requires emergent transport to a local Trauma Center in accordance with a written transfer agreement.
3. An unstable patient requires emergent transport from an Emergency Department to another facility that can provide specialty care the sending hospital cannot, and delay in receiving such care poses an imminent threat to the patient's health.

H. All incidents under section G require an Unusual Occurrence report be filed with the EMS Agency within 24 hours of the incident.

1. Responsibility for filing the report rests with the sending physician except in the case of helicopters, in which case the helicopter crew is responsible.

IV. PROCEDURE

A. Sending hospital, under the direction of the transferring physician, shall arrange for appropriate method of transportation.

1. Basic Life Support ambulance (BLS) – to transfer stable patients between acute care facilities or to sub-acute care facilities (including home).
2. Advanced Life Support ambulances (ALS) – to transfer stable patients that require cardiac monitoring or may require intervention that is within the paramedic scope of practice and for non-life threatening conditions.
    a) In the event of sudden, unexpected patient deterioration the paramedic in attendance will treat the patient according to existing ALS protocols and/or Base Physician direction.
3. Critical Care Transport (RN) – for transferring stable patients requiring continuous therapy not included in the paramedic scope of practice, patients who have a reasonable expectation of deterioration during the transport, or unstable patients requiring transfer for specialty care.
4. Critical Care Transport-Paramedic (CCT-P) - for transferring stable patients requiring continuous therapy not included in the paramedic basic scope of practice, patients who have a reasonable expectation of deterioration during the transport, or unstable patients requiring transfer for specialty care.
5. In the event an unstable patient or a patient requiring CCT level care requires immediate transport and the only available ambulance is either BLS or ALS, the transferring physician must accompany the patient (or designate a qualified individual to accompany the patient) with all essential equipment and medications.

B. Sending hospital will transfer care to the transport personnel and provide all documentation needed to continue care of the patient at the receiving facility.

1. Transfer of care includes a verbal report to the transporting personnel from the transferring physician or nurse caring for the patient at the time of transport.
2. Transporting personnel will be provided with patient information necessary to continue care of the patient and complete any required patient care reports.

C. Transporting personnel will assume and continue care of patient until such time as patient care is transferred to the receiving facility staff along with all documents necessary to continue care of the patient.

1. Transporting personnel will provide advanced notification via radio while enroute to the receiving facility if:
    a) The patient is a transfer for higher level of care; and
    b) The patient's destination is the receiving facility's Emergency Department.
2. Transfer of care includes a verbal report to the receiving facility staff assigned to care for the patient.

D. Patient belongings, supplies, and equipment shall only be transported with the patient in such amounts that can be safely secured in the ambulance.
1. Transport personnel will not assume responsibility for controlled substances or medications in unsealed packages.

E. Guidelines for determining level of care
1. The following table identifies the minimum level of care required for the type of care needed or equipment required during transport.

Equipment or Care Required	BLS	ALS	CCT - RN	CCT-P
Stable patient requires no special care, may have NG tube, Foley catheter, gastrostomy tube, or patient controlled device that requires no intervention from transporting personnel	♦			
Stable patient requires cardiac monitoring or may need paramedic level intervention, with no reasonable expectation that patient condition will deteriorate		♦		
Stable patient requiring care outside paramedic scope of practice, patient whose condition has a reasonable expectation of deteriorating, or an unstable patient			♦	♦
Oxygen by mask or cannula	♦			
Continuous ventilatory assistance required			♦	♦
Accompanied by RT or RN from hospital		♦		
Peripheral IV (or heparin/saline lock) without additives	♦			
D10 (as substitute for TPN)	♦			
Potassium Chloride <40 mEq/L		♦		
Peripheral IV with any drug listed in paramedic scope of practice being administered to a stable patient, infused without an IV pump		♦		
IV infusion of any drug requiring an IV pump, outside paramedic scope of practice, or to unstable patient			♦	♦
Central venous access device (capped)	♦			
Central venous access device with fluids running	♦			
Arterial access device			♦	
Pulmonary artery line in place			♦	
Intra-Aortic Balloon Pump			♦	
Intracranial pressure line in place			♦	
Temporary pacemaker			♦	
Chest tube w/o suction		♦		
w/ suction			♦	♦

London Breed
Mayor

Mary Ellen Carroll
Executive Director

Emergent LVO STROKE 911 RE-TRIAGE Guideline

1. Contact a Stroke Center capable of performing stroke thrombectomy to request "Emergent LVO Stroke 911 Re-triage":
   a. UCSF Parnassus: Adult Transfer Center (415-353-9166) and "Request CODE LVO STROKE ED TRANSFER"
   b. CPMC Van Ness Campus: ED 415-600-3333
   c. CPMC Davies Campus: ED 415-600-0600
   d. Zuckerberg San Francisco General - ED Attending in Charge: 628-206-8111

2. Call 911 and request a "Code 3 EMERGENCY RESPONSE" ambulance for LVO Stroke Transfer to the receiving Stroke Center.

INDICATIONS FOR EMERGENT LVO STROKE 911 RE-TRIAGE:

All the following criteria:

- Patient with Symptoms of Acute Ischemic Stroke
- Last Seen Well Time within 24h, AND
- CTA (or MRA) demonstrating Large Vessel Occlusion (defined as Carotid-T, M1, M2, or Basilar Artery Occlusion)

NOTE: Medications / interventions exceeding the Paramedic Scope of Practice must be stopped for transfer or an extended service provider (MD/NP/PA/RN/CCT-PM) must accompany the patient. For stroke patients treated with alteplase, delays or interruptions in the infusion may significantly impact serum levels and reduce efficacy. Therefore, if an extended service provider is not available to accompany the patient, the patient may need to be held in ED until the alteplase infusion is complete. For stroke patients treated with Tenecteplase, a continuous infusion is not required.

PATIENT MEDICAL RECORDS:

If possible, send the patient's medical record (includes paramedic records, ED records, images, lab tests and other pertinent diagnostic tests) with the patient.

Best practice is to have an established process for transferring images electronically (e.g., LifeImage or RAPID) AND to burn a disc with the relevant neuroimaging studies (CT/CTA and CTP if performed) immediately after the images are acquired to send with the patient to shorten the transfer process.

Note: The process above concerns re-triage of ED patients and does not apply to inter-facility transport of already admitted inpatients.

Approved 4.6.22

SAN FRANCISCO EMERGENCY MEDICAL SERVICES AGENCY

Policy Reference No.: 6050
Effective Date: 10/01/2020

Documentation of Prehospital Care

I. PURPOSE

To establish documentation standards for the purposes of medical record keeping and quality improvement practices.

II. POLICY

A. Patient Care Documentation Standards
   1. An agency-approved Patient Care Report (PCR) shall be completed for all patient contacts.
   2. PCR's should be completed as soon as operationally possible but no later than end-of-shift, or within 24 hours, whichever comes first.
      a) A copy (paper or electronic) will be provided to the receiving facility.
      b) For patients transported Code 3, providers should attempt to complete and transfer the PCR prior to departing the hospital, unless prevented due to technical issues or EMS system demand.

III. NON-TRANSPORTING EMS PROVIDERS

A. Non-transporting providers working in either an ALS or BLS capacity shall document findings, interventions, times, and other relevant patient care activity on an agency-approved first responder form (paper or electronic).
   1. The form shall be made accessible to transporting providers and receiving facilities as soon as feasibly possibly, or by end of shift, whichever comes first.
   2. Provider agencies shall retain a copy of the form in accordance with medical record regulations.
   3. Patient refusals completed by non-transporting providers shall be documented on a PCR, in accordance with Policy 4040.

IV. DOCUMENTATION REQUIREMENTS

A. Providers shall make all effort to obtain, at minimum, the following information:
   1. <u>Initial Response Fields</u>
      - Dispatch-generated Incident Response Number
      - The date and estimated time of incident
      - The time of receipt of the call
      - The time of dispatch to the scene
      - The time of arrival at the scene
      - The time of first medical contact by an EMS provider
      - The location of the incident

2. Patient Demographics and Care Fields
   - Name
   - Age
   - Self-reported gender
   - Self-reported race
   - Weight (mandatory for pediatrics, may be estimated or caregiver-reported)
   - Address
   - Primary Impression
   - Chief complaint
   - Vital signs (Intervals: 10-15 minutes if stable, 5 minutes if unstable)
   - Physical assessment
   - Any emergency care rendered and the patient's response to such treatment
   - Patient disposition
3. Transport and Transfer of Care Fields
   - The time of departure from scene
   - The time of arrival at receiving facility (if transported)
   - The time of patient care transfer to a receiving provider
   - The name of receiving facility (if transported)
   - The names of the transporting Paramedics and/or EMTs
   - Signatures of the transporting Paramedics and/or EMTs

B. If a provider is unable to obtain the minimum required documentation listed above, the circumstances shall be documented in the narrative section of the PCR.

C. The PCR should include findings, interventions, and other information related to patient care that was performed or obtained by another provider prior to arrival.

D. Providers shall document base contacts with Base Hospital Physicians in the PCR, including time of contact and physician name.

V. SPECIAL CIRCUMSTANCES

A. Refer to the following policies for special documentation requirements:
   1. Policy 4040 – Procedure and Documentation for Non-Transported Patients
   2. Policy 4041 – Scene Management, Physician On-Scene and Mass Gatherings
   3. Policy 4043 – EMS Use of Physical Restraints
   4. Policy 7010 – Emergency Medical Services at Special Events
   5. Policy 8000 – EMS MCI Policy

VI. AUTHORITY

California Code of Regulations, Title 22, Sections 100170 & 100171

APPENDIX A: NOTABLE DATA ELEMENTS

The following references highlight important patient care information for specific cases to promote thorough documentation and enhance quality improvement practices and research.

1. **Cardiac Arrest**
    a) Accurate intervention and medication times
    b) Patient response to interventions
    c) ROSC or termination time
    d) AED/CPR prior to arrival, including name of provider
2. **Chest Pain/Acute Coronary Syndrome**
    a) Time of Aspirin administration
    b) Detailed EKG findings
    c) Room-air SpO2
    d) Time of symptom onset (in HH:MM format)
    e) Time of hospital notification for STEMI Alert
3. **Stroke**
    a) Cincinnati Prehospital Stroke Scale findings
    b) Blood glucose reading
    c) Time of symptom onset (in HH:MM format)
    d) Time last seen normal (in HH:MM format)
    e) Time of hospital notification for Stroke Alert
4. **Advanced Airway**
    a) Time of adjunct placement
    b) Reason for advanced airway placement
    c) Room-air SpO2
    d) End tidal CO2 (waveform and ETCO2 number)
    e) Reconfirmation of adjunct placement after all patient movement
5. **Severe Agitation and Use of Restraints**
    a) Patient behavior that necessitated restraint usage
    b) Type of restraint or adjunct used
    c) Time restraint was applied
    d) Reassessment of patient condition every 5 minutes post-restraint
    e) Respiratory monitoring using end tidal CO2 (if chemical sedation performed)
    f) Blood glucose reading
6. **Near Drowning**
    a) Description of fluid (salt or fresh water, temperature, etc.)
    b) Duration of submersion
    c) Height of fall/mechanism of injury
    d) Evidence of head/spinal trauma or other associated injuries
    e) Neurological status
    f) Respiratory findings

2.14 STROKE

BLS Treatment

- Position of comfort.
- NPO
- **Oxygen** as indicated.
- Perform Cincinnati Prehospital Stroke Scale Assessment (see Comments).
- Include temperature measurement in vital signs.

ALS Treatment

- IV/IO, **Normal Saline** TKO.
- If blood glucose <60 mg/dl, unmeasurable, or patient is a known diabetic, administer **Dextrose**
- If SBP < 90 or signs of poor perfusion administer **Normal Saline** fluid bolus.
- If potential stroke is suspected with patient last seen normal 24 hours or less from the time of patient contact, immediately transport patient to a designated Stroke Receiving Hospital (see **Policy 5000 Destination**).
- Notify the destination hospital of a Stroke Alert as early as possible.

Comments

Cincinnati Prehospital Stroke Scale Assessment (CPSS): Apply CPSS if you suspect that the sudden neurological impairment is due to stroke. If patient scores "abnormal" in any of the following 3 tests, there is a 72% likelihood of stroke:

1. **Facial Droop -** Have patient show teeth or smile:
   Normal: both sides of face move equally.
   Abnormal: one side of face does not move as well as the other side.
2. **Arm Weakness -** Patient closes eyes and holds both arms straight out for 10 seconds:
   Normal: both arms move the same or both arms do not move at all.
   Abnormal: one arm does not move, or one arm drifts down compared with the other.
3. **Abnormal Speech -** Have the patient repeat a statement such as, "You can't teach an old dog new tricks":
   Normal: patient uses correct words with no slurring.
   Abnormal: patient slurs words, uses the wrong words, or is unable to speak.

Additional history pertinent to stroke patients

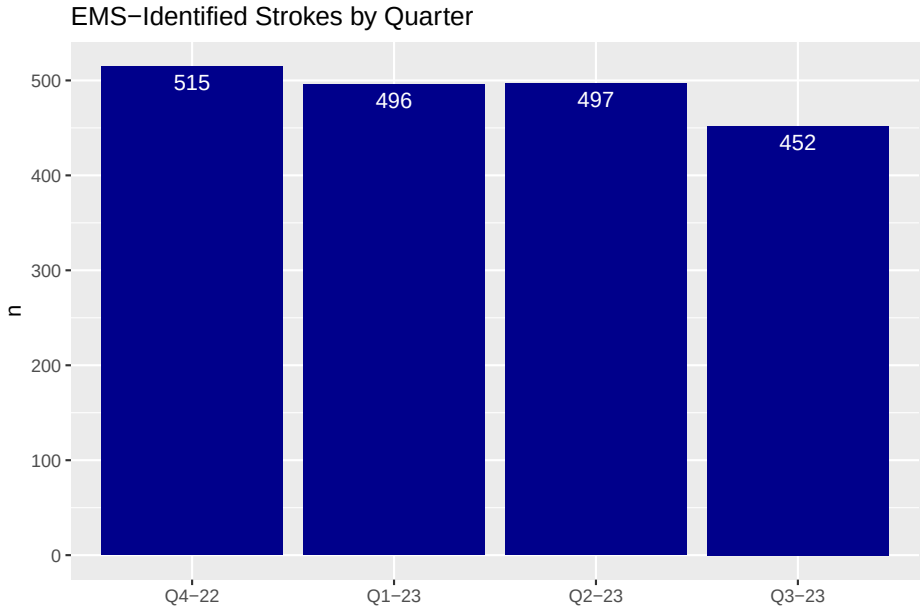
- Differentiate last seen normal time (before bed) from initiation of symptoms, record as a 24-hour clock time.
- Determine any symptoms of potential active bleeding such as melena.
- If patient had a prior stroke evaluate baseline neurologic status and any chronic deficits.
- If readily available, include family or caretaker phone number in history.

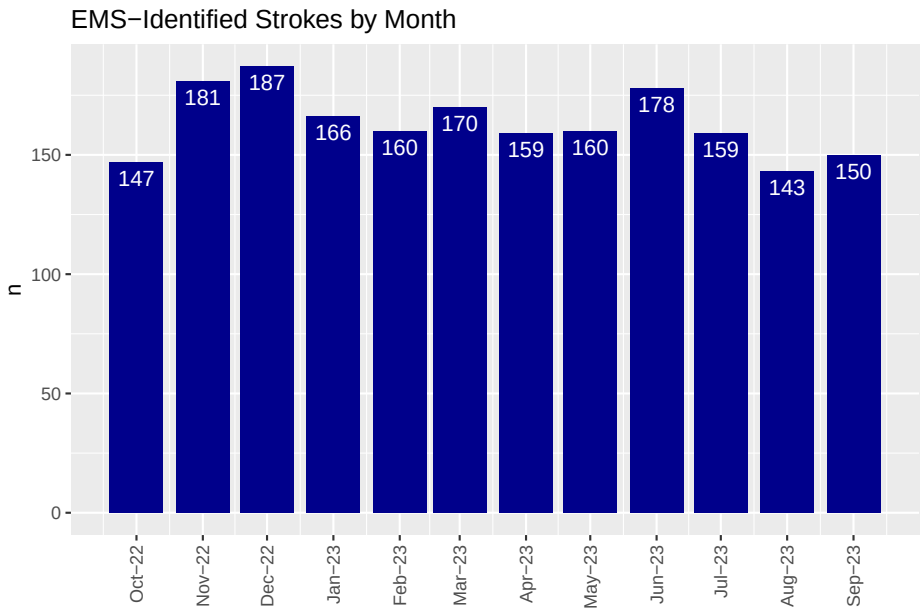
EMS Stroke Report - 2022 Q4 - 2023 Q3

911 incidents in which strokes were identified by EMS in the prehospital setting were reviewed for all quarters in 2022. The following inclusion criteria is used, based on ePCR fields for all San Francisco 911 EMS providers:

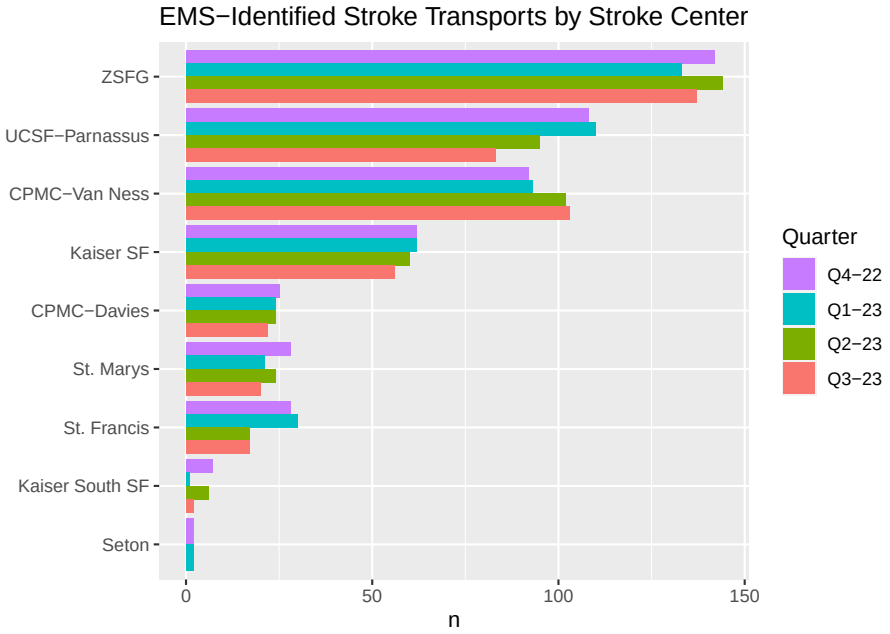
- Primary Impression of Stroke (NEMSIS eSituation.11, ICD-10: I60, I61, I63, G45, G46.3, G46.4) or;
- Secondary Impression of Stroke (NEMSIS eSituation.12, ICD-10: I60, I61, I63, G45, G46.3, G46.4) or;
- Stroke scale score (eVitals.29) indicates a positive stroke assessment

Incidents with a service type other than "911 Response" were excluded (e.g. interfacility transports). In total, 1960 prehospital strokes were identified.





Of the 1960 EMS-identified strokes, 1882 were transported to San Francisco Stroke-receiving hospitals.



78 patients with an EMS-identified stroke had a disposition other than transport to a Stroke Center.

EMS Operations Metrics

The figures below examine “Scene Time” and “Transport Time” durations for the 1882 stroke patients transported to Stroke Centers. All times in minutes.

- Scene Time: Interval between ambulance arrival on-scene and initiation of transport.
- Transport Time: Interval between initiation of transport and arrival at hospital.

Table 1: On-Scene Times for Stroke Calls (minutes)

Quarter	Min Time	Quartile 1	Median	Mean	Quartile 3	Max
Q4-22	4.0	14.7	19.1	20.1	24.1	73.3
Q1-23	2.0	13.9	18.2	20.0	24.6	67.8
Q2-23	4.5	13.5	18.1	19.3	23.4	51.2
Q3-23	2.3	14.2	19.3	20.4	25.1	55.5

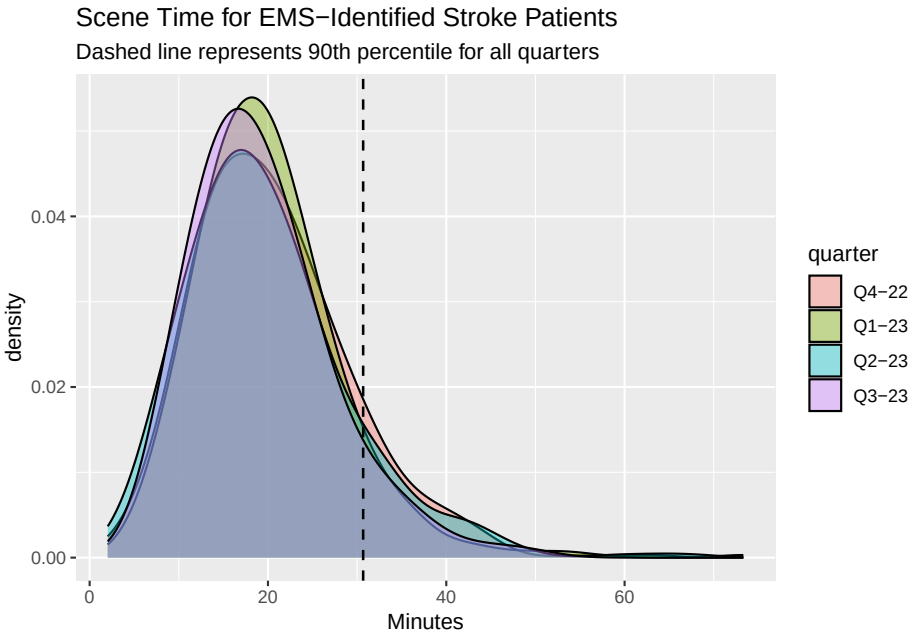
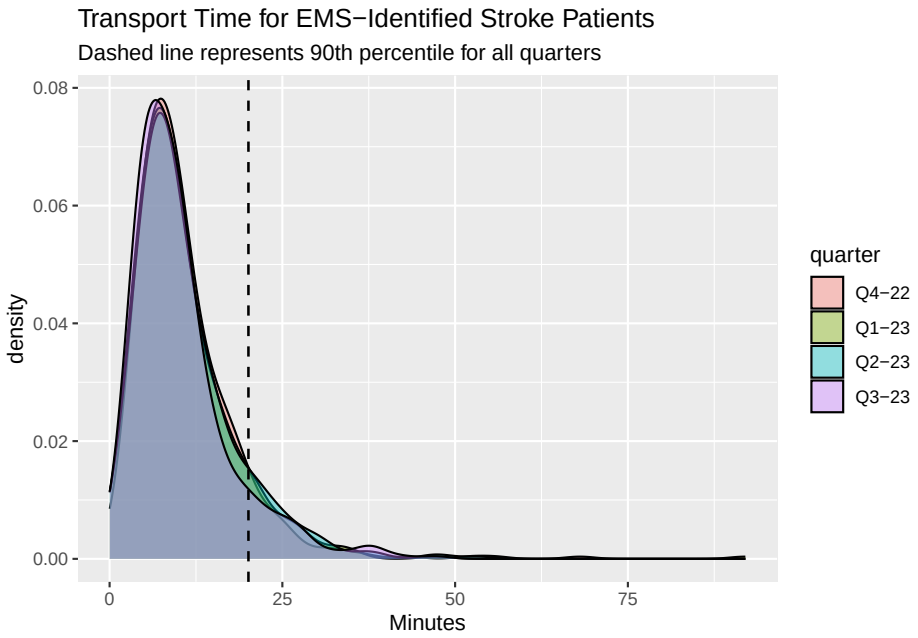


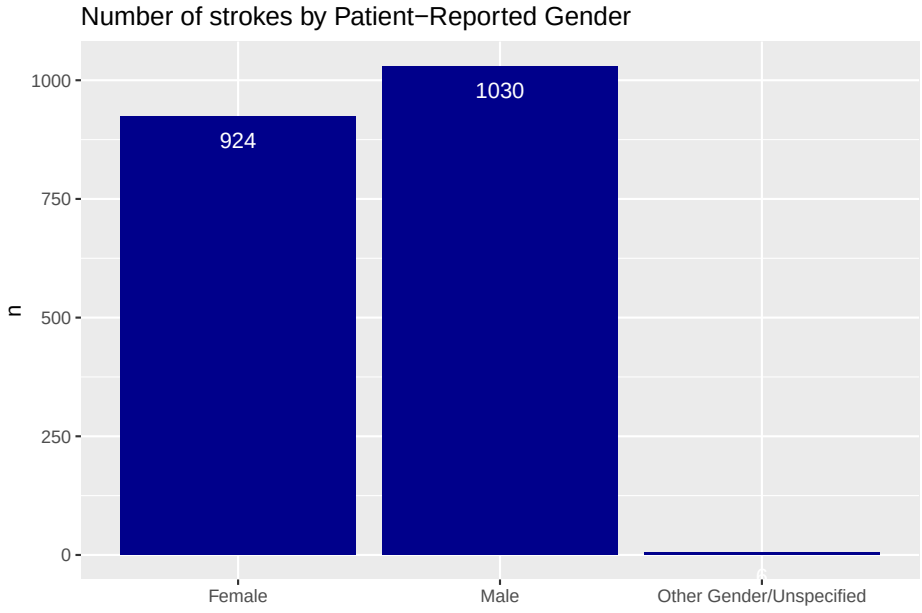
Table 2: Transport Times for Stroke Calls (minutes)

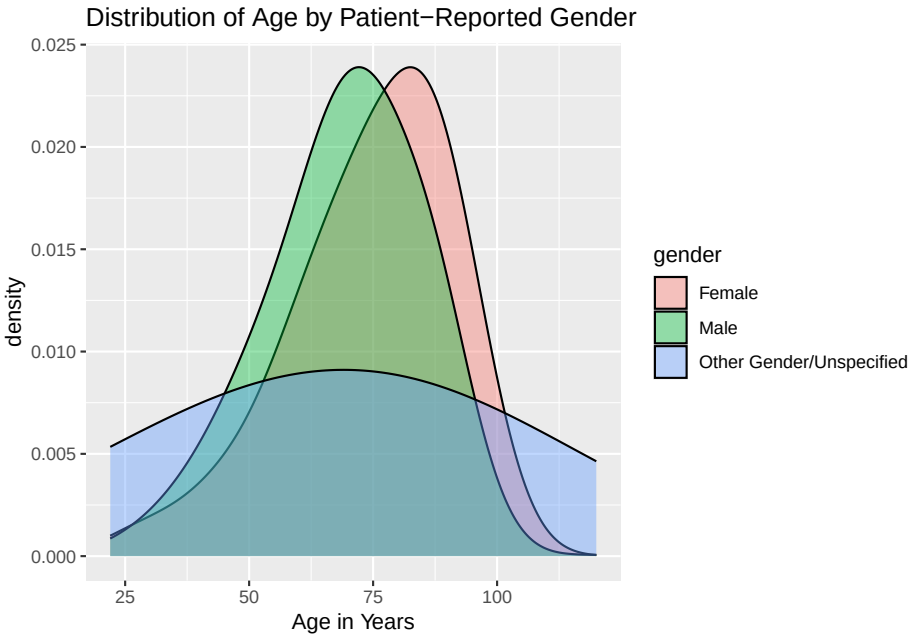
Quarter	Min Time	Quartile 1	Median	Mean	Quartile 3	Max
Q4-22	0	6.0	8.9	10.7	13.5	92.0
Q1-23	0	6.1	8.8	10.9	13.9	53.3
Q2-23	0	5.4	8.7	10.3	12.5	47.2
Q3-23	0	6.1	9.1	10.8	13.4	68.1



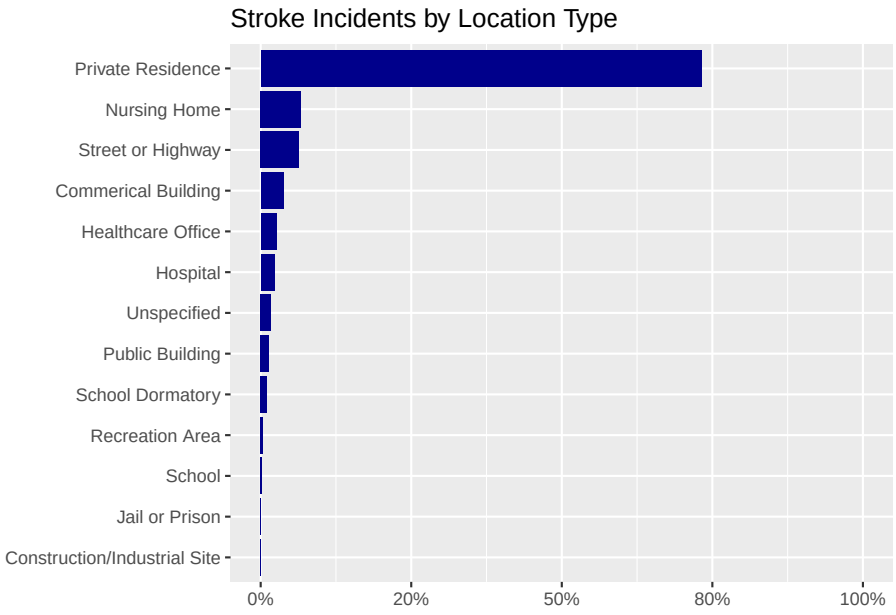
Total EMS Time is the interval between transporting EMS arrival on scene to arrival at a receiving Emergency Department - or the combination of the two intervals reviewed above. The average Total EMS Time for stroke patients was **30.8** minutes.

Patient Demographics and Treatment





Incident Location



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Mary Ellen Carroll
Executive Director

Date: December 8, 2023

To: Elizabeth Basnett, Acting Director, EMS Authority
Hernando Garzon, MD, Acting Medical Director, EMS Authority
Tom McGinnis, Chief, EMS Division, EMS Authority

From: Andrew Holcomb, EMS Director

Re: 2023 EMS Plan Annual Update – Disaster Response

The San Francisco EMS Agency (SFEMSA) is hereby submitting and attaching an additional document within its annual EMS Plan pursuant to California Health and Safety Code §§ 1797.103 and 1797.254. This addendum is specific to requirements as listed under § 1797.153.

The SFEMSA Director, under the Department of Emergency Management, and County Health Officer, under the Department of Public Health through the Public Health Emergency Preparedness and Response (PHEPR) division, jointly support the Medical Health Operational Area Coordinator (MHOAC) program.

Dr. John Brown, SFEMSA Medical Director, is the designated MHOAC with additional physician and personnel support from both SFEMSA and PHEPR. Due to the size and scope for the City and County of San Francisco, the 17 functions are jointly addressed between SFEMSA and PHEPR based on expertise, department scope, and emergency needs. In addition, both organizations have resource request portal access to ensure continuity. For an incident or disaster, planned or unplanned, the MHOAC is the coordinator of EMS resources and will provide recommendations for any medical and health mutual aid needs during an incident.

Finally, the MHOAC will continue to work, along with support staff from both organizations, with the Regional Disaster Medical Health Coordinator (RDMHC) program in continued attendance at regular occurring meetings, responsiveness to requests, and coordination with other agencies such as the California EMS Authority, California Department of Public Health, and California Governor's Office of Emergency Services (CalOES).

For any questions, concerns, or requests for additional information regarding our submission, please do not hesitate to contact me directly.

Andrew Holcomb
EMS Director, EMS Agency
andrew.holcomb@sfgov.org

Cc: Dr. John Brown, EMS Agency Medical Director
Rob Smuts, DEM Deputy Director
Mary Ellen Carroll, DEM Executive Director
Dr. Andi Tenner, Director, Public Health Emergency Preparedness and Response
Dr. Susan Philip, Health Officer and Director, Population Health Division