

EXHIBIT F
RESPONSE TIME STANDARDS
PUBLIC PRIVATE PARTNERSHIP

I. PREMISE

The Department desires to enter into an arrangement wherein a portion of the ALS response effort required of the countywide ambulance franchise contractor (Medic Ambulance Service, Inc) is assumed by the Department in that the Department agrees to meet a specific response time standard as stated herein. The specific details of the arrangement between the Department and Medic Ambulance are described in the Public Private Partnership Agreement. This new arrangement is significant in that the Department's first response operations are no longer transparent to the system, but instead the system will now rely upon the performance of the Department. It is essential therefore, that performance measures be specific and some form of penalty for non-performance be included. This Exhibit describes the performance measures and penalties and is a binding modification to the Department's ALS Authorization Agreement.

II. RESPONSE PERFORMANCE STANDARDS AND REQUIREMENTS

- A. Response times are a combination of dispatch operations and field operations. SEMSC will allow the Department maximum flexibility in its methods of providing service. This is based upon the Department's commitment to perform to the response time standards. Appropriate response time performance is a result of the coordinated effort of the Department's total operation. Response times shall be measured in minutes and seconds and shall be time stamped by machine or computer aided dispatch (CAD). Response time standards do not apply to situations where units are canceled prior to arrival at scene.
- B. In multiple unit responses, the first arriving unit only will be held to response time standards.
- C. A response time standard of seven (7) minutes 00 seconds is the response standard measured for compliance.
- D. Response time shall be measured from the time of alert (alarm time) until arrival (on-scene time) of the responding ALS first response unit. In situations where the paramedic is responding on a separate vehicle, the arrival time shall be when both the paramedic and the required ALS equipment arrive on scene, whichever is later.

III. 911 RESPONSE

The response time standard for Code 3 response to a 911 priority call is seven (7) minutes and zero (0) seconds. Data is to be reported on a monthly basis. The minimum compliance requirement is 90%.

IV. CODE 2 REQUESTS

No response time standards shall apply for Code 2 responses.

V. RESPONSE CALCULATIONS FOR DOWNGRADES & UPGRADES

A. Downgrades:

Responses downgraded from Code 3 to Code 2 prior to on-scene arrival will not be included in the monthly Code 3 response time performance analysis.

B. Upgrades:

Upgraded responses will be assessed for compliance from time of upgrade.

VI. EXCEPTIONS TO RESPONSE TIME PERFORMANCE STANDARDS & REQUIREMENTS

A. EMS may grant an exception to response time performance requirements for calls where weather conditions, multiple response incidents such as Multi-Casualty Incidents (MCI's), Mutual Aid deployment, first alarms or greater, or other situations beyond Department's control and which cause unavoidable delay. All such calls shall be individually examined as to the staffing levels, dispatch and in-service times and other influencing factors (e.g., weather conditions).

B. To be eligible for an exception, Department must provide the EMS Agency with rationale for granting exception within 30 days of the occurrence.

C. Equipment failure or personnel error does not constitute grounds for exception to response time performance requirements.

VII. AUTOMATIC EXCEPTIONS

The following constitute an automatic exception to response time performance standards:

A. Cancellation prior to arrival at scene prior to seven minutes response time;

B. Severe weather which slows travel or impairs scene location in such a way that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from a delayed response;

C. Data recording errors when accurate information can be verified;

D. Inaccurate or incomplete address from the reporting party or PSAP;

E. Declared disaster or declared emergencies as defined in the California Government Code;

- F. Responses to unincorporated areas outside city limits, or responses to other districts that are unincorporated areas;
- G. Scene or incident access issues, such as confined spaces, ships, security gates, large residential, commercial and industrial complexes, hazardous materials, or incidents where responding units are staged for safety reasons;
- H. Greater alarm in progress;
- I. Automatic or mutual-aid to another jurisdiction;
- J. Unusual traffic conditions not due to an emergency incident;
- K. Traffic issues due to an incident that impede a response, such as traffic collisions, fires or other unexpected emergencies;
- L. Other issues as reasonably determined by the EMS Administrator on a case-by-case basis that impede a response to an incident.
- M. Responses to non-emergency or code-2 incident. This includes an incident where a responding unit is reduced to code-2 while enroute.

VIII. DELAYED RESPONSE DOCUMENTATION

- A. Department shall document each instance of response time in excess of the performance requirement and must explain the reason for the delayed response;
- B. Delayed response documentation must be provided to EMS on a monthly basis; and
- C. Department shall take all steps necessary to eliminate the cause of poor response time performance and, upon request of SEMSC must provide a summary of such actions.

IX. REPORTS

Within ten (10) business days after the first of each calendar month, Department shall provide reports detailing its performance during the preceding month as it relates to each of the performance requirements and response zones. This report must conform to other data reporting requirements of the Department as an ALS Provider.

X. FINES & PENALTIES

- A. This Agreement provides for financial deductions from the Department's anticipated compensation under the Public Private Partnership Agreement for failure to meet required standards. If the Department's compliance for the month exceeds the 90% compliance standard fines will be waived as referenced in Master Agreement point 7.2. If the departments overall compliance for the month is below 90% all failed late calls will be assessed fines.
- B. EMS shall issue a fine and/or penalty for all performance failures that are determined to exceed the standard and are not the result of extenuating circumstances.

- C. The following are specific fines and penalties:
1. **Primary Responses:**
 - Individual response that exceeds the minimum response time: Fine of fifteen dollars (\$15.00) per minute. A response that is two or more times the applicable response time standard shall also incur a one thousand dollar (\$1,000.00) penalty in addition to the minute penalty.
 - Late fine proceeds are to be maintained in an account for use by participating departments supporting disaster training and preparedness efforts.
 - **Basic Life Support Response:** Response by a first-out vehicle with a Basic Life Support (EMT) level unit instead of an Advanced Life Support (Paramedic) level unit to a 911 emergency call: Fine of five hundred dollars (\$500.00) per incident.
 2. **Failed Response:**
 - Failure to respond or inability to respond: Fine of Five hundred dollars (\$500) per incident.
 3. **Failure to Properly Staff Unit:**
 - Knowing and willful failure to staff any ALS First Response Unit with properly and appropriately certified, accredited and licensed personnel: Fine of five hundred dollars (\$500) per incident.
 4. **Failure to Properly Equip/Supply Unit:**
 - Failure to meet the minimum required equipment and supply requisites as specified by federal, state or local law or regulation, including EMS policy and procedures: Fine of five hundred dollars (\$500) per occurrence and unit immediately removed from service until deficiency corrected.
 5. **Failure to Furnish Required Documentation:**
 - Failure to furnish information, reports or documentation as required (PCR, Dispatch); Failure to furnish the required information, report or document within reasonable time after notification by SEMSC.
 - A penalty of five dollars (\$5.00) may be assessed for each information, report or document. Such penalty shall not apply if reporting deficiency was beyond Department's reasonable control.
 6. **Mechanical Failure:**
 - Preventable mechanical failure of first response while responding to a 911 call: Fine of five hundred dollars (\$500) per occurrence.
- D. Minor Breach
1. SEMSC may impose a fine not to exceed five hundred dollars (\$500.00) per month for each minor breach of this Agreement that has not been cured within thirty (30) days from date of official notice being given by the SEMSC Medical Director or his/her designee.
 2. A minor breach shall be defined as failure to fulfill any of the terms and conditions of this Agreement which do not amount to a major breach, as defined herein.

3. Before minor breach fines are imposed, Department shall be given written notice by the SEMSC Medical Director or his/her designee, of the alleged minor breach and thirty (30) days to cure the breach or otherwise respond to the allegations.

E. Authority to Impose and Collect Fines/Penalties

The SEMSC Agency Administrator or his/her designee has the authority to impose and collect the fines and penalties provided by this Section 10 upon a determination that conditions exist which warrant such fines or penalties.

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